

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

BOARD OF DIRECTORS MEETING
Thursday, January 25, 2018
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 December 7, 2017 meeting. (ACTION)
- C. FINANCE COMMITTEE MINUTES of the January 17, 2018 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. FINAL CONTRACT PAYMENTS –
 - a. Metro AVL – \$141,476.59
 - b. Hamilton Associates – \$1,200.00
 - c. Live Well Omaha – \$2,530.05
 - d. Live Well Omaha – CMAQ - \$332.25
 - 2. CONTRACT AMENDMENTS –
 - a. Steve Jensen – extension of time to December 31, 2018
 - b. Heartland Family Services JARC – extension of time to June 30, 2018
- G. OLD BUSINESS
 - 1. FY 2018 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT #3 – (ACTION)

The Board will consider approval of amendment #3 to the FY 2018 TIP.

H. NEW BUSINESS

1. NEW CONTRACTS – (ACTION)

The Board will consider approval of the contracts listed below.

- a. 5310 Contracts
 - i. [City of Council Bluffs – 5310 - \\$77,380 federal & 77,380 match](#)
 - ii. [Black Hills Works – 5310 - \\$30,170 federal & \\$30,170 match](#)
 - iii. [Florence Home \\$45,580 federal & \\$45,580 match](#)
- b. [Policy Link Equity Growth Profile Update – not to exceed \\$50,000](#)

2. FY 2019 BUDGET – (ACTION)

a. [County Dues](#)

The Finance Committee recommends to the Board of Directors to keep County dues the same as FY 2018 contingent upon a TIP fee approval and implementation for FY 2019. Should the TIP fee not be implemented for FY 2019, County dues shall increase from \$0.47 per capita to \$0.50 per capita.

b. [Budget Schedule](#)

3. STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) BOARD APPOINTMENT – (ACTION)

The Board will consider the appointment of Greg Reeder from the City of Council Bluffs to Iowa's Statewide Urban Design & Specifications (SUDAS) Board.

I. ADDITIONAL BUSINESS

J. DISCUSSION

K. ADJOURNMENT

Future Meetings:

National Conference of Regions, Washington, D.C. – February 11 – 14, 2018

Finance Committee: Wednesday, February 14, 2018

Board of Directors: Thursday, February 22, 2018

Council of Officials Meeting – Wednesday, April 11, 2018 – Riverside Pavilion, Council Bluffs, IA

Executive Session: The MAPA Board of Directors reserves the right to enter into an executive session in order to protect the public interest with respect to discussion regarding litigation and personnel.

* 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
December 7, 2017

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Vice-Chair, Tom Hanafan called the meeting to order at 1:32 p.m.

A. ROLL CALL/INTRODUCTIONS

Members/Officers Present

Patrick Bloomingdale	MAPA Secretary/Treasurer, Douglas County
Clare Duda	Douglas County Commissioner
Tom Hanafan (Vice-Chair)	Pottawattamie County Board of Supervisors
Doug Kindig (left at 2:15 p.m.)	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Gary Mixan	Sarpy County Commissioner
Carol Vinton	IA Small Cities/Counties Representative (Mills County Board of Supervisors)
Matt Walsh	Mayor, City of Council Bluffs

Members/Officers Absent

Ben Gray	Omaha City Council
Rita Sanders (Chair)	Mayor, City of Bellevue/Chair
Jean Stothert	Mayor, City of Omaha

MAPA Staff

Christina Brownell	Sue Cutsforth	Melissa Engel	Mike Helgersen
Karna Loewenstein	Greg Youell		

Guest

None.

B. APPROVAL OF THE MINUTES of the October 26, 2017 meeting – (Action)

MOTION by Vinton, SECOND by Walsh to approve the minutes of the October 26, 2017 meeting of the Board of Directors.

AYES: Duda, Hanafan, Kindig, Mixan, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

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

Mr. Patrick Bloomingdale reported that the Finance Committee met on November 29, 2017 and approved bills for November, reviewed September financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Duda, SECOND by Vinton to approve the minutes of the November 29, 2017 Finance Committee meeting.

AYES: Duda, Hanafan, Kindig, Mixan, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

D. AGENCY REPORTS & PRESENTATIONS – (Info)

1. Agency Reports –

- a. Executive Directors Report - Greg Youell, Executive Director

Approved by _____
Patrick Bloomingdale, Secretary/Treasurer

Mr. Youell provided an update to the Board on MAPA activities for the months of October and November. MAPA submitted a letter requesting that NDOT initiate the Interchange Justification Report (IJR) process for the I-80 & 180th/192nd Street Interchange. MAPA staff met with Iowa DOT yesterday to discuss details of the proposed “Federal-aid swap” policy. Cities will still need to program projects in the TIP. MAPA, locals and Iowa DOT will have to make sure that projects listed in the first year are truly ready to go. Bridge projects no longer need to be approved by MAPA. Cities and counties will be able to do projects with State funds at 1-to-1 ratio, except for CMAQ, Safety (HSIP-secondary) and city bridge program that will still have match requirements. Following a meeting with FHWA, NDOT, Omaha & Bellevue Public Works in September, MAPA has finalized a matrix identifying tasks to improve the project delivery process. NDOT received statutory approval to assume certain responsibilities of the federal environmental process under the National Environmental Policy Act (NEPA), and has been working with FHWA Headquarters and Nebraska Division since the summer to assess readiness to assume responsibilities. MAPA will host a meeting on December 21 that NDOT will discuss the NEPA Assignment process with local staff that work on projects and the environmental process. Mr. Youell updated the Board on MAPA funding and the idea of implementing a “TIP Fee” for the MPO that would assess a 1% fee toward the 80% federal funds on projects in the TIP. MAPA submitted comments to NDEQ, encouraging them to consider air quality in their funding strategy. The Chamber released their new vision plan Greater Omaha 2040/Strategic 4-Sight Plan. The plan is very similar to Heartland 2050 and aims to work to collaboratively achieve ambitious goals. The MAPA Council of Officials Survey will be distributed to members soon and Mr. Youell encouraged members to respond and encourage staff to respond as well. MAPA recently submitted a letter regarding concerns with the new tax bill and local government, items of concern include: private activity bonds; historic tax credit, new market tax credits, local property tax deduction, municipal bonds, and advance refund bonds. Mr. Youell updated the board on current studies: Transit Return on Investment (ROI) Study and the Bellevue Bridge Study. CITIES applications will be submitted for Carson, Treynor, Neola and Hancock. In Mills County, MAPA is working on the Watershed Plan and Hazard Mitigation Plan. Other projects MAPA is working on for health and transportation include: the Iowa Department of Public Health (IDPH): Walkability / Complete Streets Process for Council Bluffs; IDPH Malvern – promotion of 5-2-3-1-0; and the hosted an Ability Forum with Mark Fenton to discuss walkability. Mr. Youell announced the retirement of Gary Young. Mr. Young has been with MAPA for 44 years and we will host a lunch to celebrate and honor his career at MAPA.

b. Heartland 2050 –

Ms. Loewenstein provided an update to the Board on Heartland 2050 activities for the months of October and November. Activities for 2017 are winding down and staff has been working on grant reporting to the foundations and the Heartland 2050 Annual Report. Heartland 2050 is developing planning work for 2018 and had a leadership retreat facilitated by Mary Balluff. During the retreat, each leader had a chance to do a deep-dive into what Heartland 2050 does for MAPA and how it is integrated into the agency. The Executive Committee completed activities at the last meeting to gain feedback to help with planning for the next year.

E. PUBLIC COMMENT –

None.

F. CONSENT AGENDA – (Action)

The Board considered Consent Agenda items listed below for approval.

1. Contract Amendment – Joint Land Use Study (JLUS) – Extension of Time – April 30, 2018
2. New Contract – Iowa Department of Public Health – Walkability Process for Council Bluffs - \$9,500
3. Purchase Approval – Brandies Catering for Annual Dinner \$11,355.08 – previously approved \$6,300; additional costs for approval \$5,055.08

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

AYES: Duda, Hanafan, Kindig, Mixan, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

G. OLD BUSINESS

1. FY 2018 Transportation Improvement Program (TIP) Amendment #2 – (Action)

Mr. Helgeson presented to the Board for approval the FY 2018 TIP Amendment #2. This amendment includes changes to 13 projects. Three Safe Routes to School projects, Westbrook, Valley D.C. and OPS McMillan Middle School, are moving forward with right of way and construction this year so funding will be programmed to FY 2018. Four projects for signal infrastructure (Phases D-G) are being removed from the TIP in order to reallocate funding for Omaha's Signal Network Phases B1, B2 & B3. An additional project for the City of Omaha is an advanced construction conversion for the 2014 Resurfacing Package. The final two projects, Metro's Bus Rapid Transit (BRT) project and Metro Rolling Stock project, will transfer \$89,000 from the BRT project to FTA and \$1.8 million of STBG funds from Metro Rolling Stock to FTA.

MOTION by Walsh, SECOND by Duda to approve the FY 2018 TIP Amendment #2.

AYES: Duda, Hanafan, Kindig, Mixan, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FY 2018 Unified Planning Work Program (UPWP) Amendment #2 – (Action)

Mr. Youell presented to the Board for approval the FY 2018 UPWP Amendment #2. MAPA recently changed categories to consolidate work activities and estimated on how time would be changed out, adjustments have been made after reviewing the last quarter of actual time charged to each category. Another major change includes the scheduling and funding for the 2018 Aerial Photography flight (NIROC Project).

MOTION by Vinton, SECOND by Duda to approve the FY 2018 UPWP Amendment #2.

AYES: Duda, Hanafan, Kindig, Mixan, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. Transit Return on Investment (ROI) Assessment – (Action)

Mr. Youell presented to the Board for approval the final contract amount of \$175,609.74 with Economic Development Research (EDR) Group Inc. This firm will be the lead consultant for the ROI Assessment, JEO is the sub-consultant. This assessment will make the business case for transit investment. EDR is a national firm that specializes in transportation economics and looks into the true benefits and cost of transit and how it impacts the economy.

MOTION by Duda, SECOND by Vinton to approve the final contract amount of \$175,609.74 for the Transit ROI Assessment with EDR Group Inc.

AYES: Duda, Hanafan, Kindig, Mixan, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

H. NEW BUSINESS

1. FY 2017 Audited Financial Statements – (Action)

Ms. Melissa Engel presented to the Board for approval the FY 2017 Audited Financial Statements. The first report is the Auditor's Report to Management, this is required for the auditors to discuss any items or issues that were identified during the audit, there were no issues identified. The significant estimates are pretty standard across audits: accumulated depreciation (estimated useful lives of equipment) and contingent liabilities and subsequent events (MAPA does not foresee any potential lawsuits or anything that will impact materially what will be paid for this year or future years). This report includes the engagement letter that MAPA signs in the beginning to outline MAPA's responsibilities, the Auditor's responsibilities and Manager's representation stating that management is not aware of any material misstatements in the financial statements. The next report was presented to the Finance Committee, the Independent Auditors Report, in which the auditors provide their opinion on whether or not they feel the agencies financial statements are presented fairly and free of material misstatements. In this report, the auditors reported they 'do agree', resulting in a clean audit report. Ms. Engel stated that the greatest risk she sees to MAPA is the passing of Federal funds on to other

agencies. Of the \$2.1 M in federal funds, MAPA passes along \$650,000 of Federal funds to member jurisdictions and non-profits. MAPA has to accept responsibility that these agencies are spending their federal funds correctly. Ms. Engel acknowledged MAPA staff members, Amanda Morales, fiscal officer and Natasha Barrett, bookkeeper in their attention to detail in how these agencies are spending their funds to ensure that MAPA does not have to pay back any of those funds to a federal agency. Ms. Engel provided a recap of the Management Discussion Analysis and reviewed revenues. Ms. Engel noted that \$531,000 in funding is passed on to member jurisdictions, 16% of the agencies budget. The dues that the counties pay is approximately \$366,000 and in turn the counties are getting \$531,000 in federal funds directly to their agencies (GIS, planning depts. Etc.). For every \$1.00 that MAPA receives in dues, \$1.45 is going back out directly to member jurisdictions, in addition to the services that MAPA provides. Ms. Engel recapped additional details of the report.

2. New Contracts– (Action)

Mr. Youell presented to the Board for approval the contracts listed below. Mr. Youell stated the urgency in approving the Pictometry contract, as they will not schedule the flight before executing a contract and the best time to schedule the flight is early Spring, prior to the trees being in full-bloom to provide for the best imagery. Mr. Youell stated that the county and city attorneys are still reviewing the MOUs and requested that the Board approve the contracts with any minor changes that may come back from the cities/counties. Douglas County and Sarpy County MOUs are for the next two years, Lancaster and Pottawattamie have signed for 2018, 2020 & 2022. MAPA's contract with Pictometry is for three flights, to cover the next 6 years. Included in the contract is protection for the agency should either Douglas County or Sarpy County decide not to continue with the program.

- a. Memorandum of Understanding (MOU) for Nebraska-Iowa Regional Orthophotography Consortium (NIROC)
 - i. City of Omaha - \$51,935.25
 - ii. Douglas County - \$51,935.25
 - iii. Papio-Missouri River NRD - \$50,000.00
 - iv. Omaha Airport Authority - \$15,000.00
 - v. Sarpy County - \$30,900.00
 - vi. Lancaster County - \$1,013,358.00
 - vii. Pottawattamie County - \$380,864.22
 - viii. Metropolitan Utilities District - \$20,000.00
- b. Pictometry \$2,126,220 plus 10% contingency over six years for NIROC project

MOTION by Duda, SECOND by Mixan to approve the new contracts listed above with any minor changes.

AYES: Duda, Hanafan, Mixan, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

- c. Intercultural Senior Center Federal Transit Administration (FTA) 5310 Funding - \$15,900.00

MOTION by Duda, SECOND by Walsh to approve the new contract with the new contract with Intercultural Senior Center for \$15,900.00 in FTA 5310 funding.

AYES: Duda, Hanafan, Mixan, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. Travel – (Action)

Mr. Greg Youell presented to the Board for approval Travel Authorization for 3 MAPA Staff Members and up to 4 board members to travel to Washington, D.C. for the NARC National Conference of Regions in February 2018.

MOTION by Vinton, SECOND by Duda to approve the travel authorization for 3 MAPA staff members and 4 board members to travel to Washington, D.C. for the NARC Conference in Washington D.C. February 11 – 14, 2018.

AYES: Duda, Hanafan, Mixan, Vinton, Walsh

NAYS: None.

ABSTAIN: None.
MOTION CARRIED.

4. FY 2019 Transportation Improvement Program (TIP) Call For Projects – (Information)

Mr. Helgerson updated the Board on the call for projects for TAP and Heartland 2050 Mini-Grant Programs. The Technical Transportation Advisory Committee (TTAC) has released applications for the Transportation Alternatives Program (TAP) and the Heartland 2050 Mini-Grant Program. These funds are available to communities in Douglas, Sarpy and urbanized portion of Pottawattamie County. TAP funds things such as trails, sidewalks, Safe Routes to School and some capitol transit investments. For the 2nd year of the H2050 Mini-Grant program, \$250,000 has been allocated to the Nebraska side and \$80,000 to the Iowa side. Applications are being accepted for both programs until January 19, 2018.

5. Critical Urban Freight Corridor Designation – (Action)

Mr. Helgerson presented to the Board for approval the designation of Critical Urban Freight Corridors as part of Nebraska's State Freight Plan.

MOTION by Walsh, SECOND by Duda to approve the Critical Urban Freight Corridor Designation.

AYES: Duda, Hanafan, Mixan, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

6. Strategic Plan – (Information)

Mr. Youell presented to the Board an update on MAPA's Strategic Plan. Staff has been working to complete tasks that were identified last year for MAPA's Strategic plan. Overall goals were to provide visibility for the agency, provide high-quality service, quality growth strategy and being a convener to facilitate communication and growth across jurisdictional boundaries. Focus areas were Mission, Communications, Funding, Service & Projects and Staff Development.

I. ADDITIONAL BUSINESS

None.

J. DISCUSSION

None.

K. ADJOURNMENT

Vice-Chair Hanafan adjourned the meeting at 2:40 p.m.

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha NE 68102-4328
Finance Committee
January 17, 2018

The MAPA Finance Committee met January 17, 2018, in the MAPA conference room. Patrick Bloomingdale called the meeting to order at 8:30 a.m.

ROLL CALL

Members Present

Patrick Bloomingdale, Secretary/Treasurer
Tom Hanafan, Pottawattamie County (arrived at 8:45 a.m.)
Gary Mixan, Sarpy County
Carol Vinton, Mills County

Staff Present

Natasha Barrett
Melissa Engel
Don Gross
Michael Helgersen
Amanda Morales
Greg Youell

Members Absent

Clare Duda, Douglas County, Steve Dethlefs, Washington County,

A. Monthly Financial Statements (October & November 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 October and November financials. Ms. Vinton inquired as to how the year to date Statement of Revenue and Expenditures compares to the previous year's year to date figures. Ms. Engel responded that the projects and contract payments associated with those projects vary year to year which makes prior year comparisons more challenging, but in the future if the committee would like staff will factor out the contract payment items and provide prior year comparison numbers on the remaining expenses.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments
 - a. Lovgren – PMT #6 - \$25,082.77
 - b. Steve Jensen – PMT #11 - \$260.00
 - c. Pottawattamie County – PMT #2 - \$9,120.83
 - d. Sarpy County GIS & Planning – PMT #2 - \$21,757.41

Mr. Youell presented the contract payments. Lovgren's reimbursement request is for their September expenses on the 2017 CMAQ Air Quality and Reduced Fare Program. Steve Jensen's invoice is for consulting services on Heartland 2050 Implementation through December 2017. The Pottawattamie County payment is for their GIS activity for October 1 through December 31, 2017. Sarpy County Planning & GIS are requesting transportation planning funds for their work in the second quarter of FY 2018.

MOTION Vinton SECOND by Mixan, to approve the contract payments as presented. MOTION CARRIED.

C. RECOMMENDATION TO THE BOARD

1. Final Contract payments
 - a. Metro AVL – \$141,476.59
 - b. Hamilton Associates - \$1,200.00
 - c. Live Well Omaha – Bike Ed. – \$2,530.05
 - d. Live Well Omaha – CMAQ - \$332.25

Mr. Youell presented the final contract payments to be recommended to the board. The Metro payment is for an Automated Vehicle Location System (AVL) The AVL will allow for live time tracking of buses that other transit providers may also connect to. The Hamilton Associates payment is for services rendered in connection with the FY 2017 audit. Live Well Omaha's contract payments are for their work November through December 2017, on the Bike Education and Commuter Challenge projects. Live Well Omaha has opted not to utilize the funds remaining on each of these contracts.

MOTION Vinton SECOND by Mixan to recommend that the Board of Directors approve the final contract payments as presented. MOTION CARRIED.

2. New Contracts

- a. City of Council Bluffs – 5310 - \$77,380 federal & \$77,380 match
- b. Black Hills Works – 5310 - \$30,170 federal & \$30,170 match
- c. Policy Link Equity Growth Profile Update – not to exceed \$50,000
- d. Florence Home \$45,580 federal & 45,580 match

Mr. Helgersen presented the new contracts for the City of Council Bluffs, Black Hills Works, and Florence Home. Each of these new contracts are for 5310 federal transportation funding for seniors and disabled individuals. The contracts require 50% local match. MAPA has contracted in the past with each of these three organizations to offer transportation services for eligible individuals. The organizations were selected to receive operational 5310 funding by the Coordinated Transit Committee (CTC) through a competitive process.

Mr. Youell presented the Policy Link, Equity growth profile update contract and provided the committee with a summary of the original Equity Growth Profile for the Omaha – Council Bluffs region, that was completed as part of the beginning Heartland 2050 planning efforts based on 2012 data. The committee discussed the Equity Growth Profile and the changes highlighted by the data. The Sherwood Foundation will be funding the \$50,000 Equity Growth Profile update.

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

3. Contract Amendments

- a. Steve Jensen – extension of time to December 31, 2018
- b. Heartland Family Service JARC- extension of time to June 30, 2018

Mr. Youell presented the contract amendments. Steve Jensen's contract extension through December 31, 2018, will allow him to continue to provide consulting services for Heartland 2050. The Heartland Family services contract extension through June 30, 2018, will allow them to utilize the remaining JARC funding contracted to support their "Ways to Work" program.

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

4. FY 2019 Budget

a. County Dues

The Finance Committee will consider a recommendation to the Board of Directors to keep County dues the same as FY 2018 contingent upon a TIP fee approval and implementation for FY 2019. Should the TIP not be implemented for FY 2019, County dues shall increase from \$0.47 per capita to \$0.50 per capita.

b. Budget Schedule

Mr. Youell presented County dues recommendation and provided the committee with a sample 1% TIP fee calculation for FY 2019 and FY 2020 with the idea of a possible tiered fee beginning at 1% and decreasing for larger TIP projects. The 1% would be calculated on the federal funding portion of the project. In February staff plans to meet with MPO members to discuss the possible implementation of the fee. The challenge with the TIP fee is that the dollar amount of projects that move through the TIP varies from year to year. If the TIP fee is not implemented staff recommends increasing county dues by an estimated total of \$28,000.

MOTION Hanafan SECOND by Vinton to recommend that the Board of Directors approve the FY 2019 County Dues as recommended. MOTION CARRIED.

Mr. Youell presented the FY 2019, budget schedule outlining the budget process by month.

MOTION Hanafan SECOND by Mixan to recommend that the Board of Directors approve the FY 2019 Budget as presented. MOTION CARRIED.

D. Closed Session

The Finance Committee will consider a motion to go into closed session to discuss pending litigation as evidenced by submission of a general liability claim.

MOTION Mixan SECOND by Vinton at 9:20 a.m. for the Finance Committee to enter into closed session. MOTION CARRIED.

MOTION Mixan SECOND by Hanafan at 9:30 a.m. for the Finance Committee to enter into open session. MOTION CARRIED.

E. DISCUSSION/INFORMATION

F. OTHER0303

G. ADJOURNMENT

The meeting adjourned at 9:31 a.m.

Work Program & Federal Assurances (200) –

Objective:

To efficiently develop and implement MAPA's Unified Planning Work Program (UPWP) in accordance with MPO responsibilities and federal requirements

Program Activity:

Planning Agreements

- No activity.

Unified Planning Work Program (UPWP)

- Developed and approved FY2018 UPWP Amendment 2

Certification Review Action Plan

- Continued implementation of Certification Review Action Plan, including implementation of Congestion Management Process

Civil Rights & Disadvantaged Business Enterprise (DBE)

- No activity.

RPA

- Processed and approved FY2018 TPWP Amendment 2 and distributed it to state and federal partners

200 End Products		Schedule
1.	Planning Agreements	Ongoing
2.	Unified Planning Work Program (UPWP)	Ongoing
3.	Certification Review Action Plan	Ongoing
4.	Civil Rights & Disadvantaged Business Enterprise (DBE)	Quarterly

Board & Committee Support (210) –

Objective:

To support ongoing activities of MAPA's Council of Officials, Board of Directors, Finance Committee, and Transportation Technical Advisory Committee (TTAC)

Program Activity:

Council of Officials

- Prepared for the January Council of Officials meeting at the Omaha Airport Authority

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- Sent our member survey to direct MAPA efforts for the next year

Board of Directors

- Prepared materials for the monthly Board of Directors meeting.
- Held December Board of Directors meeting.
- Annual Financial Audit presented to the Board for approval

Finance Committee

- Prepared materials for the monthly finance committee meeting.
- Draft audit report presented to the finance committee.

Transportation Technical Advisory Committee (TTAC)

- Held December TTAC meeting

RPA

- Held RPA 18 PC/TAC meeting on December 13, 2018

210 End Products		Schedule
1.	Council of Officials	Quarterly
2.	Board of Directors	Monthly
3.	Finance Committee	Monthly
4.	Transportation Technical Advisory Committee	Monthly

Regional Transportation Planning (220) –

Objective:

To conduct the transportation planning activities related to the development and implementation of the Long Range Transportation Plan

Program Activity:

L RTP Development and Administration

- Continued monitoring for LRTP modifications through the TIP process

Transit Planning Activities

- Continued work on updating the Coordinated Transit Plan
- Worked with the Coordinated Transit Committee to update 5310 grant selection criteria
- Coordinated with NDOT on implementing statewide mobility management networks
- Attended and presented at local advocacy and stakeholder meetings on transit and paratransit options
- Conducted outreach to the VA hospital concerning grant and planning opportunities for transit
- Prepared 5310 subrecipient contract items for FY2017 funding
- Began working with subrecipients on FY2018 funding requirements

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Bicycles & Pedestrian Planning Activities

- Worked with community partners on bike and pedestrian presentations for public

Freight Planning & Coordination

- Coordinated with Nebraska DOT on potential regional forum related to State Freight Plan implementation
- Coordinated with Nebraska DOT to identify additional locations for freight data collection in the Omaha Metro

Other Long-Range Studies

- Finished and released RFP for Bellevue Bridge Alternatives Study
- Worked with Council Bluffs on finalizing contract for the Walkability Master Plan

RPA

- Continued work on the draft Pottawattamie County Transportation Master Plan
- Met with SWIPCO to discuss the RPA-18 Passenger Transportation Plan

220 End Products for MAPA Work Activities		Schedule
1.	L RTP Development and Administration (2050 LRTP)	Fall - Winter 2017-2018
2.	Transit Planning Activities	Ongoing
3.	Bicycle & Pedestrian Planning Activities	Ongoing
4.	Freight Planning & Coordination	Ongoing
5.	Other Long-Range Studies	Ongoing

Transportation Improvement Program (TIP) & Local Projects (230) –

Objective:

To monitor and maintain a fiscally constrained Transportation Improvement Program for regionally significant transportation projects.

To implement performance-based planning requirements of the FAST Act.

To ensure MAPA staff representation and coordination with local partner projects.

Program Activity:

Maintenance of FY-2018 Transportation Improvement Program (TIP)

- Completed Amendment 2 for the FY2018 TIP

Project Selection Activities (STBG, TAP, 5310)

- Updated H2050 Mini-grant applications
- Released call for projects for FY2019 TIP

Transportation Funding Analysis

- No activity.

Development of FY-2019 Transportation Improvement Program (TIP)

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- Began planning public involvement for FY2019 TIP
- Began planning layout of FY2019 TIP

Performance Measurement & Reporting

- Prepared for the second Transportation Safety Workshop

Local Project Support & Coordination

- Met with NDOT and local partners regarding NEPA Assignment process

RPA

- Lewis and Clark Trail Meeting
- Meeting with IDOT Staff about the Federal Aid Swap

230 End Products for MAPA Work Activities		Schedule
1.	Maintenance of FY2017 & FY2018 TIPs	Ongoing
2.	Project Selection Activities	Winter 2018
3.	Transportation Funding Analysis	Ongoing
4.	Development of FY2019 TIP	Spring 2018
5.	Performance Measurement & Reporting	Ongoing
6.	Local Project Support & Coordination	Ongoing

Communication & Public Involvement (240) –

Objective:

To provide ongoing opportunities for stakeholders & the public to participate in the transportation planning process

To communicate important information and key decisions about the transportation planning process to the public

To conduct and support events, seminars and other activities that support the transportation planning process

Program Activity:

PPP & Public Engagement Activities

- Continued updates to the 2018 Public Involvement Plan
- Hosted monthly 1 Million Cups meetup with Startup Community

CAC & Citizen's Academy

- Worked with partners on updating curriculum

Publications & Newsletters

- Continued partner outreach through regular emails and notifications
- Created content for and disseminated bi-monthly Nov/Dec 2017 issue of MAPA "What's Happening" newsletter and e-newsletter
- Drafted outline and conducted interviews for agency strategic communications plan

MAPA Monthly Progress Report | Reporting Period December 2017

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- Created content for Heartland 2050 Annual Report and sent to printer for publication
- Drafted and disseminated invitation for Council of Officials meeting on Jan. 17, 2018
- Published online survey for Council of Officials membership

Online Activities (Websites & Social Media)

- Created posts to social media and MAPA website on agency's projects and events

Participation in Partner Forums

- No activity.

RPA

- No activity.

240 End Products		Schedule
1.	PPP & Public Engagement Activities	Ongoing
2.	CAC & Citizen's Academy	Semi-Annually
3.	Publications & Newsletters	Ongoing
4.	Online Activities (Websites & Social Media)	Ongoing
5.	Participation in Partner Forums	Ongoing

Regional Data, Mapping, & Modeling (250) –

Objective:

To conduct socioeconomic and demographic forecasts in support of the transportation planning process

To develop and maintain regional Geographic Information Systems (GIS)

To develop and maintain modeling tools to support decision-making at the state, regional, and local level

Program Activity:

Regional Data & GIS

- Critical Urban Freight Corridor mapping
- Comprehensive Plan Future Land Use mapping
- Responded to requests for GIS shapefiles to Omaha Planning Dept
- Mapping for Comm. Dev. JLUS and Projects Completed
- Bike Omaha Network online mapping
- Building Permit data maintenance

Technical Reports & Forecasts

- Responded to three requests for traffic forecasts
- Completed traffic flow/growth, intersection and interchange analysis

Travel Demand Modeling Activities

- Finalized task order for On-Call VMT estimation

MAPA Monthly Progress Report | Reporting Period December 2017

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Land Use Activity Allocation Model (LUAAM)

- Continued work on Parcel Based Land use

Census

- No activity.

Aerial Photography (NIROC)

- Executed agreements with local partners related the NIROC imagery project
- Began coordination with vendor for aerial photography services

RPA

- No activity.

250 End Products for MAPA Work Activities		Schedule
1.	Regional Data & GIS	Ongoing
2.	Technical Reports & Forecasts	As Needed
3.	Travel Demand Modeling Activities	Ongoing
4.	Land Use Activity Allocation Model (LUAAM)	Ongoing

Environment & Energy (260) –

Objective:

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

Program Activity:

Little Steps, Big Impact Ozone Awareness Campaign

- Conducted meeting for presentation of LSBI campaign survey results

Alternative Fuels Activities

- Worked with NDOT on implementing EV charging stations in the region
- Coordinated with local partners on EV needs

Travel Demand Management & Other Activities

- Worked with local businesses on rideshare opportunities
- Coordinated with NDOT on vanpooling programs in the area
- Continued outreach on ridesharing, vanpooling, and transit options

Congestion Management Process (CMP)

- Continued working on traffic data portal on MAPA website that will include traffic reports and reliability information

Metro Area Motorist Assist (MAMA)

- Continued maintenance of MAMA program dataset and began development of MAMA report

RPA

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- No activity.

260 End Products for MAPA Work Activities		Schedule
1.	Little Steps, Big Impact Ozone Awareness Campaign	Summer 2017/18
2.	Alternative Fuels Activities	Ongoing
3.	Travel Demand Management & Other Activities	Ongoing
4.	Congestion Management Process	Ongoing

Heartland 2050 (270) –

Objective:

To coordinate the transportation planning process with the implementation of Heartland 2050 Regional Vision

Program Activity:

27001: Heartland 2050 Mini-Grant Program

- Released request for FY19 Projects
- Continued contracting with local partners

27002: Heartland 2050 Committees & Working Groups

- Convened Natural Resources Implementation Committee, Rural Marketing Task Force, and Local Foods Council.

27003: Heartland 2050 Technical Analysis and Data Support

- Continued development of parcel-based land use dataset for 2015 base year update

27004: Heartland 2050 Public Outreach

- Developed reporting template for Block Talks, walk audits for communities in our region

27005: Heartland 2050 Summits and Speaker Series

- Set Winter Summit Date for March 22, 2018
- Negotiated for Summer Summit Speaker with Policy Link
- Discussed initial plans for Speaker Series event in second quarter

27006: Heartland 2050 Site Visits

- Designated the Rail-Volution Conference in Pittsburgh PA October 21-24 as the 2018 Site Visit

27007: Heartland 2050 Administration

- Submitted semi-annual update to Peter Kiewit Foundation
- Met with Iowa West Foundation liaison to finalize metrics and development plan
- Developed Annual Report
- Convened MAPA Leadership Team in H2050 Strategic Planning Retreat

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RPA

- No activity.

270 End Products		Schedule
1.	Heartland 2050 Mini-Grant Program	Winter 2018
2.	Heartland 2050 Committee & Working Groups	Ongoing
3.	Heartland 2050 Technical Analysis and Data Support	Ongoing
4.	Heartland 2050 Public Outreach	Ongoing
5.	Heartland 2050 Summits and Speaker Series	Quarterly
6.	Heartland 2050 Site Visit	Fall 2018
7.	Heartland 2050 Administration	Ongoing

Training & Education (280) –

Objective:

To provide professional development and training to promote continued development of skills for MAPA staff

Program Activity:

Technical and Policy Education Activities

- Participated in Iowa DOT quarterly MPO meeting

Related Association Participation

- Attended PRSA Nebraska Silver Anvil Awards to accept MAPA's awards for LSBI and 2017 MAPA Annual Report
- Made a presentation on the MTIS project to the Locate Annual Meeting

Professional Certification and Memberships

- No activity.

RPA

- Participated in Iowa DOT quarterly RPA meeting

280 End Products		Schedule
1.	Technical & Policy Education Activities	As Needed

MAPA Monthly Progress Report | Reporting Period December 2017

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2.	Related Association Participation	Ongoing
3.	Professional Certifications & Memberships	As Needed

Transportation Management (290) –

Objective:

Provide for leadership and efficient administration of MAPA's transportation programs

Program Activity:

Program Administration

- Continued management of MAPA's transportation programs
- Held December staff meeting
- Participated in monthly all-staff meeting
- Participated in weekly meetings on key tasks and initiatives

Personnel Management

- Began preparations for annual personnel evaluations

Financial Management

- Completed the annual financial audit and presented it to the Board.

Contracts and Agreements

- Prepared Agreements for the Aerial photography project with: Pictometry, City of Omaha, Douglas County, Papio-MO NRD, Omaha Airport Authority, Sarpy County, Lancaster County, Pottawattamie County, Metropolitan Utilities District
- Prepared 5310 funding agreement with Intercultural Senior Center

Quarterly Reporting and Invoicing (NDOT & Iowa DOT)

- Submitted quarterly reimbursement requests to NDOT FHWA and FTA divisions
- Prepared semi annual DBE reporting to FTA

RPA

- No activity.

290 End Products		Schedule
1.	Program Administration	Ongoing
2.	Personnel Management	Ongoing
3.	Financial Management	Ongoing
4.	Contracts and Agreements	Ongoing

5.	Quarterly Reporting and Invoicing	Ongoing
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Membership Services (300) –

Objective:

Provide assistance to MAPA members, including demographic data, mapping, and other service to local, state and regional projects.

Program Activity:

Member Data Requests

- No activity.

Member Mapping Requests

- Assisted with redistricting analysis for Gretna and Papillion

RPA

- No activity.

300 End Products		Schedule
1.	Member Data Requests	As Needed
2.	Member Mapping Requests	As Needed

Local and Partner Planning Support (310) –

Objective:

Provide assistance to local governments and agencies to conduct plans and develop data in support of the regional transportation planning process.

Program Activity:

- No activity.

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 Council Bluffs, Henderson, Malvern, Treynor, and Washington.
22	Local Planning Assistance
	Constructing a grant database for Community Development.
	Mills County Hazard Mitigation Plan (17MILL02) – Continued work on Community Profile section of planning document. Facilitated planning committee kick-off meeting. Submitted quarterly status update to state of Iowa. Presented to Henderson city council on plan update.
	Assisted Crescent with legal descriptions and maps for rezonings.
	Assisted Treynor with zoning code amendments
	Submitted proposal to Malvern for land use inventory and zoning code amendments.
23	Local Management Assistance
	Reported to Village of Washington on status of nuisance abatement. Wrote final notification letters to property owners on behalf of village.
	Submittal proposal to Council Bluffs for grant management associated with the Housing Trust Fund.
24	Grant Writing Assistance
	Meeting with Carson property owners about DTR grant and meeting with Pottawattamie County about grant responsibilities. Began writing Pottawattamie County DTR CDBG Grant.

	Revised CBDG application of sanitary sewer improvements in Hancock for submittal on March 1, 2018.
25	Grant Management
	Reviewed and edited drafts for JLUS deliverables due at the end of December. This included the executive summaries, drone and frequency brochures, the BASH guide, Offutt AFB informational brochure, and the resource management guide.
	Closed out Gretna DTR CDBG grant.
	Mills County CDBG-NDR (17MILL01) – Reviewed invoices and processed reimbursement requests received from project vendors. Conducted contractor clearance for planning/engineering firm. Attended East/West Nishnabotna Watershed Coalition meeting in Oakland. Submitted quarterly status and budget reports to IEDA.
	Walnut CDBG Water/Sewer Administration (17WALT01) – Attended project status update meeting and visited project site to conduct employee interviews for labor standards compliance. Reviewed invoices and processed reimbursement request received from project contractor. Reported on Status of Funded Activities to public and city council.
	CITIES Grant Administration (15POTT01, 16POTT03, 17POTT01) – Submitted project impact report for recently completed grant. Processed reimbursement requests for project activities.
	CITIES Program Re-capitalization - Submitted funding application to Iowa West Foundation on behalf of Pottawattamie County. 2018 CITIES proposal includes projects in Carson, Hancock, Neola and Treynor.

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)
	CEDS - Evaluating content and organization of CEDS document, including merger with transportation planning elements.
	Ralston CDBG Re-use – Presented to city council regarding service agreement with MAPA to provide CDBG admin services. Prepared amended CDBG re-use administrative plan for Ralston and submitted to Nebraska DED. Discussed potential project with city administrator and attorney.
	Developed draft elements for a EDA planning grant associated with northeast Omaha industrial development.
22	Housing Activities (16NDED01)
	Continue to meet and discuss with Blair workforce housing funding through the NDED and NIFA.



Subcontractor Payment Authorization

Contract Number: 17504400301
Contract Party: Metro Transit Authority
Contract Description: Automated Vehicle Location - Vettrans Grant
Contract Approved by Board of Directors: April 27, 2017
Contract Amount: \$881,250.00
Match Amount: \$220,313.00
Contract Period: April 1, 2017 - September 30, 2017
Amendment: April 1, 2017 - December 31, 2017
Payment # Final

Billed to Date: \$ 881,250.00
Less Previous Payments: \$ 739,773.41
Amount Due: \$ 141,476.59

Payment Recommended By: _____
Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee: _____
Date

MAPA Treasurer/Finance Committee Member

Approved by MAPA Board of Directors: _____
Date

MAPA Board Chair/Member



2222 CUMING ST
OMAHA, NE 68102
Phone 402-341-7560 Fax 402-342-0949
47-0542132

Page: 1 of 1

Invoice No. 033593

INVOICE

MAPA - NE 04-0006
2222 CUMING STREET
OMAHA, NE 68102

Date December 13, 2017
PO _____
Reference # _____
Customer # 20-20113

Qty	Description	Unit Price	TOTAL
0.00	2020113 - TRAPEZE SOFTWARE	0.00	87,802.12
0.00	2020113 - 80% FEDERAL PORTION	0.00	0.00
0.00	2020113 - INVOICE # TPPAG00568	0.00	0.00
0.00	2020113 - INVOICE #TPPAG00600	0.00	0.00

Payment Details

- ☐ Cash
☐ Check
☐ _____

SubTotal 87,802.12

TOTAL 87,802.12

Office Use Only



2222 CUMING ST
OMAHA, NE 68102
Phone 402-341-7560 Fax 402-342-0949
47-0542132

Page: 1 of 1

Invoice No. 033592

INVOICE

MAPA - NE 04-0006
2222 CUMING STREET
OMAHA, NE 68102

Date December 13, 2017
PO _____
Reference # _____
Customer # 20-20113

Qty	Description	Unit Price	TOTAL
0.00	2020113 - PRIME COMMUNICATIONS	0.00	52,857.33
0.00	2020113 - 80% FEDERAL PORTION	0.00	0.00
0.00	2020113 - INVOICE #43182	0.00	0.00

Payment Details

- ☐ Cash
☐ Check
☐ _____

SubTotal 52,857.33

TOTAL 52,857.33

Office Use Only



Subcontractor Payment Authorization

Contract Number: _____
Contract Party: Hamilton Associates
Contract Description: Audit
Contract Approved by Board of Directors: July 19, 2017
Contract Amount: \$10,800.00
Match Amount: \$0.00
Contract Period: September 1 - December 31, 2017

Payment # 2

Billed to Date: \$ 10,800.00
Less Previous Payments: \$ 9,600.00
Amount Due: \$ 1,200.00

Payment Recommended By: _____
Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee: _____
Date

MAPA Treasurer/Finance Committee Member

Approved by MAPA Board of Directors: _____
Date

MAPA Board Chair/Member



20 PEARL STREET
P.O. BOX 959
COUNCIL BLUFFS, IA 51502

(712) 322-0277



Bill To:

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha, NE 68102-4328

Invoice No. 22493
Date 11/30/2017
Client No. 12235

INVOICE

Final billing for services rendered in connection with
the audit for the year ended June 30, 2017

\$ 1,200.00

MAPA Expense Authorization Voucher	
Date <u>11/30/17</u>	Amt. <u>1200.00</u>
Project <u>99000-03</u>	
Account <u>10-5320</u>	
Grant <u>161NDC01</u>	
Acctg. Dir. <u>MKS</u>	
Exec. Dir. _____	
Treasurer _____	

Payment in Full Due On Receipt

1 1/4% monthly or 15% annual finance charge
will be computed on all outstanding balances over 30 days.

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha, Nebraska 68102

Subcontractors Payment Authorization

Contractor: Live Well Omaha

Project Number & Title: 596-900 ENH-28(111) Metro Omaha Bicycle Safety Education

Contract Approved by Board of Directors: August 2012

Amendment: July 2017

Contract Amount of: \$153,625

Amendment: \$146,562.96

Payment Final

1. Computation of Payment

Bill to Date \$127,046.62

Less Previous Payments \$124,516.57

Payment Due this Date \$2,530.05

2. Payment Approved

RECOMMENDED PAYMENT BY:

Responsible Charge & Department Manager


Executive Director

Payment approved by Finance Committee _____

Treasurer / MAPA Finance Committee Member

Payment approved at Board of Directors Meeting _____

MAPA Board/Chair Member

Cost Breakdown for Actual Costs Fixed Fee Agreement			
Company Name:	Live Well Omaha		
Address:	P.O. Box 31518, Omaha, NE 68131		
Employer No:	47-0834161		
Project No.:	ENH-28(111)		
Project Location:	Douglas and Sarpy Counties		
Control No.:	22492		
Agreement No.:			
Invoice No. and Date:	Invoice 34, January 5, 2018		
progress Report Date:	5-Jan-18		
% Work Completed:	87%		
Current Billing Period:	11-1-17 to 12-31-17		
Actual Costs	This Period	Previously Billed	To Date
Direct Labor	\$982.56	\$56,262.33	\$57,244.89
Direct Expenses	\$2,180.00	\$99,383.39	\$101,563.39
Local Match	\$632.51	\$31,129.14	\$31,761.65
TOTAL AMOUNT DUE	\$2,530.04		
I certify that the billed amounts are actual in agreement with the contract terms.			
Signature:	Title	Date	
	CEO	1/5/2018	

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha, Nebraska 68102

Subcontractors Payment Authorization

Contractor: Live Well Omaha

Project Number & Title: 159045004 Live Well Omaha Commuter Challenge

Contract Approved by Board of Directors: April 20, 2016
Amendment: December 2, 2016

Effective: 04/11/2016 – 12/31/2017

Contract Amount of: \$19,440
Amendment: \$ 33,440

Payment # Final

1. Computation of Payment

Bill to Date	\$19,701.01
Less Previous Payments	19,368.76
Payment Due this Date	<u>\$332.25</u>

2. Payment Approved

RECOMMENDED PAYMENT BY:

Responsible Charge/Staff

Department Manager

Executive Director

Payment approved by Finance Committee

Treasurer

Payment approved at Board of Directors Meeting

MAPA Board/Chair Member

**Cost Breakdown
Form
for Actual Costs
Fixed Fee
Agreement**

Company Name:	Live Well Omaha P.O. Box 31518, Omaha, NE 68131
Address:	
Employer No:	47-0834161
Contract No.:	
Project Location:	Douglas and Sarpy Counties
Control No.:	
Agreement No.:	
Invoice No. and Date:	Invoice 22, January 5, 2018
progress Report Date:	5-Jan-18
% Work Completed:	45%
Current Billing Period:	11-1-17 to 12-31-17

Actual Costs	This Period	Previously Billed To Date	
Direct Labor	\$359.55	\$10,039.69	\$10,399.24
Direct Expenses	\$18.00	\$2,459.70	\$2,477.70
Indirect Expenses	\$37.76	\$1,249.94	\$1,287.70
Local Match	\$83.06	\$2,749.87	\$2,832.93
TOTAL AMOUNT DUE	\$332.24		

I certify that the billed amounts are actual in agreement with the contract terms.

Signature:

Title

Date



CEO

1/5/2017

MAPA CONTRACT COVER PLATE
(Amendment 4)

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA/Steve Jensen Consulting, LLC
2. Project Number and Title: 154200901 – Heartland 2050 Advisory Support – FY15/16
3. Effective Date: April 1, 2015
4. Completion Date: December 31, 2018

CONTRACT PARTIES

5. Planning Agency

Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha NE 68102-4328
6. Consultant Name and Address

Steve Jensen Consulting, LLC
5919 South 169th Street
Omaha, NE 68135

ACCOUNTING DATA

7. Contract - For an amount not to exceed \$ 36,000
.

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Finance Committee Approval -
9. Date of Consultant Approval -

AMENDMENT TO THE AGREEMENT BETWEEN
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND
STEVE JENSEN CONSULTING, LLC

This amendatory agreement made and entered into as of this twenty-fifth day of January, 2018 by and between Steve Jensen Consulting, LLC, 5919 South 169th Street, Omaha, NE 68135 (herein called "Consultant") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the Consultant entered into an agreement dated April 1, 2015 and,

WHEREAS, the parties to that Agreement now desire to amend the completion date as on the Contract Cover Plate of said Agreement and the Time of Performance paragraph on page 2 of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated April 1, 2015 be and is hereby amended to read as follows:

"Completion Date: December 31, 2018"

AND THAT, the Time of Performance paragraph on page 2 of said Agreement dated April 1, 2015 be and is hereby amended to read as follows:

"4. Time of Performance. The services of the Planning Agency are to commence April 1, 2015 and end December 31, 2018."

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on April 1, 2015 shall be unchanged and remain in full force and effect.

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

STEVE JENSEN CONSULTING, LLC

Attest: _____ Date _____ By _____ Date: _____

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: _____ Date _____ By _____ Date: _____
Chair

MAPA CONTRACT COVER PLATE
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Number: 180222002
2. Project: Heartland Family Service Ways to Work Operations – JARC NE 37-x008-04
3. Effective Date: January 1, 2017
4. Completion Date: June 30, 2018

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 Approval –
9. Date of Contractor Approval

AMENDMENT TO THE AGREEMENT BETWEEN
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND
HEARTLAND FAMILY SERVICES

This amendatory agreement made and entered into as of this twenty-fifth day of January, 2018 by and between Heartland Family Services, 2101 South 42nd Street, Omaha, NE 68105, (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 January 1, 2017 and,

WHEREAS, the parties to that Amendment now desire to amend the completion date as on the Contract Cover Plate of said Agreement and the Time of Performance paragraph on page 3 of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated January 1, 2017 be and is hereby amended to read as follows:

"Completion Date: June 30, 2018"

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated January 1, 2017 be and is hereby amended to read as follows:

"5. Time of Performance. The services of the Consultant are to commence January 1, 2017 and end June 30, 2018."

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on January 1, 2017 shall be unchanged and remain in full force and effect.

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

HEARTLAND FAMILY SERVICES

Attest: _____ Date _____ By _____ Date: _____

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: _____ Date _____ By _____ Date: _____
Board Chair



Revision Summary - Amendment 3

Control #

IA-35681

Project Name

East Beltway: Eastern Hills
Drive - Segment D - Roadway

Lead Agency

Council Bluffs

Revision Note

The project description has been updated to read, "Roadway construction from the intersection of Highway 92 and State Orchard Road to the intersection of Eastern Hills Drive and State Orchard Road Median improvements along Highway 92 from the intersection of Highway 92 and State Orchard Road, west approx 500 feet Roadway construction includes approx 3,000 feet of new alignment, two-lane roadway between Highway 92 and Greenview Road; approx 2,000 feet of new alignment, three-lane road between Greenview Road and Eastern Hills Drive; and approx 550 feet of two-lane road along Greenview Road," and the project location has been updated to read, "In the City of Council Bluffs, roadway const From IA92 and State Orchard Rd to Eastern Hills Dr And State Orchard Rd"



Metropolitan Area Planning Agency FY2018-2023 Transportation Improvement Program

TIP ID 2017-014		Project Name East Beltway: Eastern Hills Drive - Segment D - Roadway	
Control Number IA-35681			
Lead Agency	Council Bluffs	Project Type	New Road
County	Pottawattamie	Length (mi)	1.05
		Total Project Cost*	\$6,099.00
Location <input type="checkbox"/>			

Description

Roadway construction from the intersection of Highway 92 and State Orchard Road to the intersection of Eastern Hills Drive and State Orchard Road. Median improvements along Highway 92 from the intersection of Highway 92 and State Orchard Road, west approx. 500 feet. Roadway construction includes approx. 3000 feet of new alignment, two-lane roadway between Highway 92 and Greenview Road; approx. 2000 feet of new alignment, three-lane road between Greenview Road and Eastern Hills Drive; and approx. 550 feet of two-lane road along Greenview Road.

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	PE-NEPA-FD	DPS	\$309.00	\$247.00	\$0.00	\$62.00
2018	ROW	DPS	\$1,149.00	\$919.00	\$0.00	\$230.00
2019	UTIL-CON-CE	STBG-MAPA	\$3,971.00	\$3,177.00	\$0.00	\$794.00
2019	UTIL-CON-CE	DPS	\$670.00	\$536.00	\$0.00	\$134.00

* Amounts in thousands of U.S. dollars

Revision History

1/25/2018

Amendment 3

The project description has been updated to read, "Roadway construction from the intersection of Highway 92 and State Orchard Road to the intersection of Eastern Hills Drive and State Orchard Road Median improvements along Highway 92 from the intersection of Highway 92 and State Orchard Road, west approx 500 feet Roadway construction includes approx 3000 feet of new alignment, two-lane roadway between Highway 92 and Greenview Road; approx 2000 feet of new alignment, three-lane road between Greenview Road and Eastern Hills Drive; and approx 550 feet of two-lane road along Greenview Road," and the project location has been updated to read, "In the City of Council Bluffs, roadway const From IA92 and State Orchard Rd to Eastern Hills Dr And State Orchard Rd"



MAPA
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-City of Council Bluffs
2. Project Title: 18903100002 City of Council Bluffs Paratransit Services
3. Effective Date: October 1, 2017
4. Completion Date: December 31, 2018

CONTRACT PARTIES

5. Contractor Name and Address: City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503
6. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract -\$77,380 of FTA 5310 (CFDA 20.513) Enhanced Mobility of Seniors and Individuals with Disabilities funds less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted, plus \$77,380 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of October, 2017, by and between City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503, 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 49 USC 5310-Formula Grants for Enhanced Mobility of Seniors and Individuals with disabilities. This Agreement shall be subject to all required provisions of FTA Project NE-2016-015-01 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 Council Bluffs paratransit service area is $\frac{3}{4}$ mile buffer around the fixed route. This equates to the city limits of Council Bluffs and Dodge corridor to 42nd Street to University of Nebraska Medical Center (UNMC) and the Veteran Affairs Hospital (VA).

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. The Contractor has subcontracted with Midwest Medical Transport. All changes to 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

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.

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 October 1, 2017 and ending December 31, 2018.

7. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) 5310 funds under FTA Project NE-2016-015-01, 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 seventy-seven thousand three hundred eighty dollars (\$77,380) 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 seventy-seven thousand three hundred eighty dollars (\$77,380). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (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 plus overhead. The approved rates and estimated hours are included in the budget (Attachment C).

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. RECORDS AND AUDITS

- A. The Contractor 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 Contractor shall establish and maintain separate accounts for expenditures under FTA Project NE-2016-015-01.
- D. If necessary, the Federal award information needed for the SEFA includes:

Federal Grantor: US Department of Transportation - Federal Transit Administration

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

Program Title: Enhanced Mobility of Seniors and Individuals with Disabilities

CFDA Number: 20.513

Project Number: 18903100002

- 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, NDOT 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 NDOT-MAPA audit is completed, resolved and closed.
- F. The Contractor shall at all times afford a representative of MAPA, NDOT, 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 as found to be ineligible for reimbursement from the sponsoring federal agency, the Contractor shall pay such amount back to MAPA.

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 FTA Project NE-2016-015-01. 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. 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.

13. 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.

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. 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.

15. 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.

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 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. Section 5310 Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities"

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 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.

18. 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.)

19. 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. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

28. 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

CITY OF COUNCIL BLUFFS

Attest: _____ by _____ Date _____
Authorized Official

APPROVED AS TO LEGAL FORM

DATE _____

Signed _____
Legal Counsel

City of Council Bluffs, Iowa request for 5310 FTA funds for the Elderly and Persons

With Disabilities

Scope of Services

SFY17 Cost of Contracted Services for the City of Council Bluffs Paratransit Service known as the Council Bluffs Special Transit Service (STS) serving the elderly and disabled citizens of Council Bluffs with transportation within the city limits of Council Bluffs and to a limited area of Omaha north to Hamilton Street, south to Woolworth Avenue and west to 42nd Street. These boundaries include the University of Nebraska Medical Center (UNMC) and the Veterans Affairs Medical Center (VA).

STS has provided 2,233 rides in the period October 1, 2017 through November 30, 2017 and traveled 25,188 miles, with 21,231 revenue miles. Service is provided Monday-Saturday, mirroring the fixed route service provided by Metro. Our service provides rides to anyone living in Council Bluffs that completes the application and meets the criteria for disabled. Rides are provided not only to medical facilities but also for any daily activities for which the individual needs transportation. The cost of service to the individuals is \$2.50 per ride.

Budget

Operations: The 5310 \$77,380 request will be used for operations of the paratransit service. Operation of the service is contracted with the Southwest Iowa Transit Agency / Southwest Iowa Planning Council (SWITA / SWIPCO), Atlantic, IA. For overflow, Bluffs Taxi Company in Council Bluffs, IA will also transport. The call center at this location receives calls for service, a schedule is set for the following day(s) of service and their drivers pick up the City's vehicles at the Mall of the Bluffs to run the routes for the day. Currently, 2 to 4 vehicles are used each day Monday-Saturday to meet the needs of this service. Routine maintenance of the vehicles and fuel are obtained by SWITA / SWIPCO; the vehicles are owned by the City and leased by SWITA / SWIPCO for \$1.00 per vehicle per fiscal year.

Local Match

The City's transit levy provides the local match needed for this service.

Exhibit C: Project Budget

Project Name: City of Council Bluffs Special Transit Service

Contact Name: Ann Grober, Resource and Program Coordinator

		10.1.17 to 12.31.18			Year 2	
Budget Detail	Total Cost 10.1.17 to 12.31.18	5310 Funds	Local Match	Total Cost Year 2	5310 Funds	Local Match
A. OPERATING EXPENSES¹						
1. Drivers Wages	\$ -		\$ -			
2. Benefits @ 15%	\$ -		\$ -			
3. Other- Cell Exp	\$ -		\$ -			
4. Vehicle Fuel	\$ -		\$ -			
5. Vehicle Repair/Maintenance	\$ -		\$ -			
6. Cost of Contracted Services - SWITA	\$ 154,760	\$ 77,380	\$ 77,380			
Subtotal - Operating Expenses	\$ 154,760	\$ 77,380	\$ 77,380	\$ -	\$ -	\$ -
		Year 1			Year 2	
	Total Cost Year 1	5310 Funds	Local Match	Total Cost Year 2	5310 Funds	Local Match
B. CAPITAL EXPENSES²						
1						
2						
3						
4						
5						
Subtotal - Capital Expenses	\$	\$	\$	\$	\$	\$
C. PROGRAM TOTAL BUDGET	\$ 154,760	\$ 77,380	\$ 77,380	\$ -	\$ -	\$ -
	Year 1 Program Total	Year 1 5310 Funds	Year 1 Local Match Total	Year 2 Program Total	Year 2 5310 Funds	Year 2 Local Match Total

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

² 5310 funding for Capital Expenses may not exceed 80% of the total cost.

MAPA
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Black Hills Works
2. Project Title: 1860310001 Black Hills Works – Offutt Air Force Base
3. Effective Date: January 25, 2018
4. Completion Date: December 31, 2018

CONTRACT PARTIES

5. Contractor Name and Address: Black Hills Works
PO Box 1134
Bellevue NE 68005
6. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract -\$30,170 of FTA 5310 (CFDA 20.513) Enhanced Mobility of Seniors and Individuals with Disabilities funds less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted, plus \$30,170 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this twenty-fifth day of January, 2018, by and between Black Hills Workshop, PO Box 1134, Bellevue, NE 68005, 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 Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities. This Agreement shall be subject to all required provisions of FTA Project NE-2016-015-01 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 provide paratransit service for disabled individuals employed at Offutt Air Force Base.

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

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.

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 January 25, 2018 and ending December 31, 2018.

7. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) 5310 funds under FTA Project NE-2016-015-01, 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 thirty thousand one hundred seventy dollars (\$30,170) 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 thirty thousand one hundred seventy dollars (\$30,170). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (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 plus overhead. The approved rates and estimated hours are included in the budget (Exhibit C).

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. RECORDS AND AUDITS

- A. The Contractor 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 Contractor shall establish and maintain separate accounts for expenditures under FTA Project NE-2016-015-01.
- D. If necessary, the Federal award information needed for the SEFA includes:
 - Federal Grantor:** US Department of Transportation - Federal Transit Administration
 - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
 - Program Title:** Enhanced Mobility of Seniors and Individuals with Disabilities
 - CFDA Number:** 20.513
 - Project Number:** 1860310001
- 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, NDOT 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 NDOT-MAPA audit is completed, resolved and closed.

- F. The Contractor shall at all times afford a representative of MAPA, NDOT, 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 as found to be ineligible for reimbursement from the sponsoring federal agency, the Contractor shall pay such amount back to MAPA.

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 FTA Project NE-2016-015-01. 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. 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.

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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.

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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.

15. 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.

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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. Section 5310 Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities"

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. The Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
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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 ensure 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 ACT¹, *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. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

28. 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

BLACK HILLS WORKSHOP

Attest: _____ by _____ Date _____
Authorized Official

APPROVED AS TO LEGAL FORM

DATE _____

Signed _____
Legal Counsel

Black Hills Works

OPC Service

Scope of Work

Black Hills Workshop supports individuals employed at Offutt Air Force Base and provides transportation on almost a 24 hour a day/seven day a week basis. There currently are 9 runs in which our vehicles travel approximately 500 miles each day providing door to door services. The majority of our runs are during hours that the Metro Area Transit does not operate. We also go to a variety of the areas in which the Transit does not serve including large sections of Bellevue, northwest Omaha, and outlying contiguous areas. Our earliest transportation run starts at 3:00 am and our latest run starts at 11:30 pm. Approximately 2,450 trips are projected for the year carrying 17,000 riders. While all of our riders meet the low income standards, the majority also live in impoverished areas of that community. We have been providing services for over 13 years in order to ensure that people with disabilities have employment options. Our services are very safe and our vehicles are maintained. We have not been able to find other transportation systems or other agencies that have services whose destination is in this area of Offutt Air Force Base. We have been unable to locate a service to use as a coordinated pick up and drop off location. We continue to explore this option. This project meets the needs of approximately 65 individuals with disabilities who have been referred by State agencies in the Omaha area. It therefore meets the needs of the State agencies who have made the referrals and whose mission is to find employment opportunities for people with severe disabilities. Most of the people we support do not have the ability to own and operate their own vehicle and therefore are dependent upon a transportation service.

Budget

Please see Attachment 1 for the 5310 budget request.

Operations: The 5310 \$30,170 request will be used for drivers' salaries and benefits, cellphones for the vans, vehicle fuel, and maintenance costs.

Local Match

The 50% required local match is from our budgeted funds.

Exhibit C: Project Budget

Project Name: Black Hills Works - MAPA Grant FTA Project NE

Contact Name: Robert Mathews

		Year 1			Year 2	
Budget Detail	Total Cost Year 1	5310 Funds	Local Match	Total Cost Year 2	5310 Funds	Local Match
A. OPERATING EXPENSES¹						
1. Drivers Wages	\$ 21,116	\$ 10,558	\$ 10,558			
2. Benefits @ 20%	\$ 4,223	\$ 2,112	\$ 2,112			
3. Other- Cell Exp	\$ -		\$ -			
4. Mileage (\$0.54/mile)	\$ 35,000	\$ 17,500	\$ 17,500			
5. Vehicle Repair/Maintenance	\$ -		\$ -			
Subtotal - Operating Expenses	\$ 60,339	\$ 30,170	\$ 30,170	\$ -	\$ -	\$ -

		Year 1			Year 2	
	Total Cost Year 1	5310 Funds	Local Match	Total Cost Year 2	5310 Funds	Local Match
B. CAPITAL EXPENSES²						
1						
2						
3						
4						
5						
Subtotal - Capital Expenses	\$	\$	\$	\$	\$	\$

C. PROGRAM TOTAL BUDGET	\$ 60,339	\$ 30,170	\$ 30,170	\$ -	\$ -	\$ -
	Year 1 Program Total	Year 1 5310 Funds	Year 1 Local Match Total	Year 2 Program Total	Year 2 5310 Funds	Year 2 Local Match Total

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

² 5310 funding for Capital Expenses may not exceed 80% of the total cost.

MAPA
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Florence Home for the Aged
2. Project Title: Florence Home for the Aged Paratransit Service 18013100003
3. Effective Date: January 25, 2018
4. Completion Date: December 31, 2018

CONTRACT PARTIES

5. Contractor Name and Address: Florence Home for the Aged
7915 N. 30th St.
Omaha, NE 68112
6. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract -\$45,580 of FTA 5310 (CFDA 20.513) Enhanced Mobility of Seniors and Individuals with Disabilities funds less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted, plus \$45,580 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this twenty-fifth day of January, 2017, by and between Florence Home for the Aged, 7915 N. 30th St., Omaha, NE 68112, 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 paratransit services as identified in Section 5310 Formula Grant for Enhanced Mobility of Seniors and Individuals with Disabilities. This Agreement shall be subject to all required provisions of FTA Project NE-2016-015-01 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 provide paratransit service for veterans, the elderly, and disabled individuals.

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

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.

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 January 25, 2018 and ending December 31, 2018.

7. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) 5310 funds under FTA Project NE-2016-015-01, 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 forty-five thousand five hundred eighty dollars (\$45,580) 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 forty-five thousand five hundred eighty dollars (\$45,580). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (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 plus overhead. The approved rates and estimated hours are included in the budget (Exhibit C).

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. RECORDS AND AUDITS

- A. The Contractor 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 Contractor shall establish and maintain separate accounts for expenditures under FTA Project NE-2016-015-01.
- D. If necessary, the Federal award information needed for the SEFA includes:
 - Federal Grantor:** US Department of Transportation - Federal Transit Administration
 - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
 - Program Title:** Enhanced Mobility of Seniors and Individuals with Disabilities
 - CFDA Number:** 20.513
 - Project Number:** 1801310003
- 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, NDOT 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 NDOT-MAPA audit is completed, resolved and closed.

- F. The Contractor shall at all times afford a representative of MAPA, NDOT, 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 as found to be ineligible for reimbursement from the sponsoring federal agency, the Contractor shall pay such amount back to MAPA.

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 FTA Project NE-2016-015-01. 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.
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plans are permissible.

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19. 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 ensure 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. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

28. 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

FLORENCE HOME FOR THE AGED

Attest: _____ by _____ Date _____
Authorized Official

APPROVED AS TO LEGAL FORM

DATE _____

Signed _____
Legal Counsel

DRAFT

Exhibit B – Scope of Services

Florence Home Transportation

Florence Home Transportation Services provides trained staff to accompany residents with disabilities, the elderly, and veterans on transportation trips to physician visits, dental appointments, outings and social events. Resident served live at Florence Home Healthcare Center, Royale Oaks Assisted Living, House of Hope Alzheimer's Care and House of Hope Assisted Living. Our trained drivers accompanying the individual from door to door and provide physical assistance with cares, toileting and communicate with medical staff during the trip. The Florence Home Transportation Services provides demand responsive transportation for individuals that require additional support not currently provided by public transportation.

The Florence Home Transportation Services operates Monday through Friday from 7:00am to 5:00pm or as late as needed to complete the transport. Occasionally, these same services are provided on Saturday and Sunday, when scheduled in advance. Approximately 7,500 to 8,000 transports are done per year. The clientele served is primarily low socio-economic, elderly, disabled and veterans. Florence Home has been in business since 1906 and has always served this type of population.

Our transportation services are safe and our vehicles are well maintained. Our staff are trained caregivers and trained drivers. Each driver is expected to complete driver training to include passenger and wheelchair securement, safe transfers, and vehicle pre-trip inspections.

Exhibit C: Project Budget

Project Name: Florence Home for the Aged

Contact Name: Lois Jordan

DRAFT

		Year 1			Year 2	
Budget Detail	Total Cost Year 1	5310 Funds	Local Match	Total Cost Year 2	5310 Funds	Local Match
A. OPERATING EXPENSES¹						
1. Personnel	\$ 31,760	\$ 15,880	\$ 15,880			
2. Administrative	\$ 40,000	\$ 20,000	\$ 20,000			
3. Insurance	\$ 11,800	\$ 5,900	\$ 5,900			
4. Vehicle Fuel	\$ 5,100	\$ 2,550	\$ 2,550			
5. Vehicle Repair/Maintenance	\$ 2,500	\$ 1,250	\$ 1,250			
Subtotal - Operating Expenses	\$ 91,160	\$ 45,580	\$ 45,580	\$ -	\$ -	\$ -
		Year 1			Year 2	
	Total Cost Year 1	5310 Funds	Local Match	Total Cost Year 2	5310 Funds	Local Match
B. CAPITAL EXPENSES²						
1						
2						
3						
4						
5						
Subtotal - Capital Expenses	\$	\$	\$	\$	\$	\$
C. PROGRAM TOTAL BUDGET	\$ 91,160	\$ 45,580	\$ 45,580	\$ -	\$ -	\$ -
	Year 1 Program Total	Year 1 5310 Funds	Year 1 Local Match Total	Year 2 Program Total	Year 2 5310 Funds	Year 2 Local Match Total

¹ 5310 funding for Operating Expenses may not exceed 50% of the total cost.

² 5310 funding for Capital Expenses may not exceed 80% of the total cost.

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 18012700301
2. Project Description: Policy Link - Equity Profile Update
3. Effective Date: January 1, 2018
4. Completion Date: September 30, 2018

CONTRACT PARTIES

5. Contractor Name and Address:

Policy Link
1438 Webster Street
Suite 303
Oakland, CA 94612

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 \$50,000 FHWA

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of January, 2018 by and between Policy Link, a non-profit organization, 1438 Webster Street, Suite 303, Oakland, California 94612 (hereinafter 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 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 CONTRACTOR

The Planning Agency hereby agrees to engage the Contractor and the Contractor hereby agrees to perform services herein set forth.

2. SCOPE OF SERVICES

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

A. Objective. The objective of this agreement is update the Equity Profile for the Omaha-Council Bluffs Metropolitan Area.

B. Anticipated Results. The Contractor will update the Omaha-Council Bluffs Metropolitan Area Equity Profile and will provide staff to present the document at specified events and dates as stated herein Exhibit I.

3. 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.

4. 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 January 1, 2018, and ending September 30, 2018.

5. COMPENSATION

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 thousand dollars (\$50,000). (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 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.

6. METHOD OF PAYMENT

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

7. RECORDS AND AUDITS

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

8. 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 NDOR, 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 Agreement may be terminated because of circumstances beyond the control of MAPA or the Contractor.

9. CHANGES

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 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.

15. 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 MAPA.
- 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 NDOT 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 NDOT or the Federal Highway Administration."
- D. In the event of failure of agreement between NDOT and the Contractor 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.

16. 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 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 Highway Administration regarding equal employment opportunity and nondiscrimination.

17. MINORITY 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 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.

18. APPLICABLE LAW AND VENUE

Parties to this Agreement shall conform to all existing and applicable Contractor 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.

19. 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.

20. 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.

21. 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.

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

The Contractor 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.

23. 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.

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

POLICY LINK

Attest: _____

by _____ DATE: _____

Title: _____

APPROVED AS TO LEGAL FORM

DATE _____, 20____

Signed _____
MAPA Legal Counsel

Scope of Work: Updated Equitable Growth Profile of the Omaha-Council Bluffs Region

Per the request of the Metropolitan Area Planning Agency (MAPA), PolicyLink and the USC Program for Environmental and Regional Equity (PERE) will update the Equitable Growth Profile of the Omaha-Council Bluffs Region and accompanying Summary document with the latest data available. PolicyLink and PERE will also expand the analysis to include up to 15 additional requested indicators, some of which may rely upon data gathered by the University of Omaha. The contract would be \$50,000 and would cover the period from February 1, 2018 through June 30, 2018. Deliverables will include:

- Updated Omaha Equitable Growth Profile.** The profile, released in 2014, analyzed demographic change and equitable growth in the Omaha region, including dozens of indicators on economic vitality, readiness, connectedness, and the economic benefits of equity and deeply disaggregating by race/ethnicity/nativity. Most of the data in the profile was from the five-year pooled American Community Survey for 2012. PolicyLink and PERE will update the data underlying the profile to the latest US Census data (the five-year sample for 2015), update the charts and maps included in the profile, assess change over time since 2010 when possible, and update the analysis in the profile.
- Updated Omaha Equitable Growth Profile Summary.** The Summary of the Omaha Equitable Growth Profile includes a narrative framing about the state of equity and its importance to shared prosperity and growth in Omaha in the context of the region's continued demographic shifts, followed by a summary of the key trends and data points presented in the profile, and policy recommendations to build on regional strengths and improve upon weaknesses revealed in the profile. The Summary also includes examples of policy and practice solutions implemented by other communities. PolicyLink and PERE will update the Summary based on the updated and additional data and deliberations with the Advisory Committee.
- Additional indicators added to the Omaha Equitable Growth Profile.** MAPA is interested in incorporating additional indicators into the updated Profile. MAPA has shared a list of potential new indicators with the research team and secured a commitment from the University of Nebraska - Omaha to provide the data. Working with the Advisory Committee, PolicyLink and PERE will review the suggested indicators, include indicators for which we already have data or can easily gather in the profile, and advise the University of Nebraska researchers on any additional indicators. PolicyLink and PERE will create data visualizations for the new indicators and analyze the indicators.
- Profile review and groundtruthing.** PolicyLink will engage the Advisory Committee in a process of reviewing the new profile data to ensure accurate interpretation and understanding of the data and trends (both by the research team and the community members) and develop relevant and actionable policy recommendations. This process will include one in-person meeting in Omaha and regular teleconference or videoconference meetings.
- Release and dissemination strategy.** PolicyLink communications and program staff will work with MAPA and the advisory committee to develop and execute a successful strategy for releasing and disseminating the profile. This may include developing a joint press release, drafting op-eds related to the profile findings, or other activities to garner public and media attention.

Headquarters

1438 Webster Street
Suite 303
Oakland, CA 94612

t (510) 663-2333
f (510) 663-9684
www.policylink.org

- **Heartland 2050 keynote and research presentation.** PolicyLink will participate in the Heartland 2050 Summit in June/July. PolicyLink President Michael McAfee will deliver the keynote address and attend the reception and discussion session following the keynote. A PolicyLink researcher will deliver a presentation of the profile findings.

DRAFT WORKPLAN

- Week of February 5:
 - Update data for profile
 - Initial videoconference meeting to kickoff project; discuss the process and the policy agenda component; answer data questions
- Week of February 19:
 - Initial draft profile update sent to Advisory Committee
- Week of March 5:
 - Meeting to review first draft of the updated profile and Summary
 - Share feedback on document
- Week of March 19:
 - Revised profile and Summary sent to committee
- March 26-April:
 - Meeting to review revisions; agree on final edits
 - Plan for release event
 - Equity Summit April 11-13
- May:
 - Editing and Summit Planning
- June/July:
 - Summit and profile release

Headquarters

1438 Webster Street
Suite 303
Oakland, CA 94612

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PolicyLink - Omaha Equity Profile Update

Metropolitan Area Planning Agency

February 1, 2018 - June 30, 2018

		Total Budget	
Personnel			
	FTE		
President	1.5%	\$	1,818
Senior Director	7.0%	\$	5,150
Sr Program Associate	20.0%	\$	7,500
Program Associate	5.0%	\$	1,675
Communications	6.0%	\$	2,760
Benefits & Taxes	32%	\$	6,049
Total Personnel		\$	24,952
Non-Personnel			
Travel		\$	3,000
Publications		\$	1,000
Project Occupancy Expense		\$	3,111
Internet, Telecom, Mapping Tools		\$	2,173
Postage, Shipping and Delivery		\$	152
Materials and Supplies		\$	395
Total Operating Expenses		\$	9,830
Indirect Cost	15%	\$	5,217
Total Direct and Indirect		\$	15,048
Other Costs			
USC - PERE		\$	10,000
Total Other		\$	10,000
Grand Total		\$	50,000



County Funding Requests FYE 19

	Population 2010 Census	% of Pop	FYE 18 Request	FYE 18 \$/capita	FYE 19 Request Assuming a TIP is implemented for FYE19 (no change)	FYE 19 Request if a TIP is not approved for implementation for FYE 19 (\$0.50 per capita)	FYE 19 Increase if TIP is not implemented
Douglas Co.	517,110	62.3%	\$ 240,526	\$ 0.47	\$ 240,526	\$ 258,555	\$ 18,029
Sarpy Co.	158,840	19.1%	73,882	\$ 0.47	73,882	79,420	5,538
Pottawattamie Co.	93,158	11.2%	43,332	\$ 0.47	43,332	46,579	3,247
Washington Co.	20,234	2.4%	9,412	\$ 0.47	9,412	10,117	705
Mills Co.	15,059	1.8%	7,004	\$ 0.47	7,004	7,530	526
County Support without Cass Co.	804,401	97%	\$ 374,156	\$ 0.47	\$ 374,156	\$ 402,201	\$ 28,045
Cass Co. potential	25,241	3%	-	\$ -	11,863	12,621	758
County Support with Cass Co.	829,642	100%	\$ 374,156	\$ 0.45	\$ 386,019	\$ 414,822	\$ 28,803

For FYE 19, MAPA proposes that County dues remain the same as FYE18 contingent upon TIP fee approval for implementation for FYE 19. If a TIP fee is not approved for implementation in FYE 19, MAPA requests the County dues to increase from \$0.47 per capita to \$0.50 per capita.

MAPA

FY 2019 BUDGET SCHEDULE

January

- Council of Officials
 - MAPA Member Annual Survey of Services and Priorities
- Finance Committee
 - Recommend County Fund Request
- Board of Directors
 - Approve County Fund Request

February

- TIP Fee Meeting with MPO Members
- Discuss Pass-Through Transportation Planning Federal Funding with Members
- Finance Committee
 - Review Preliminary Funds Budget
- Board of Directors
 - Approve Preliminary Funds Budget

March

- NDOT & IDOT
 - Provide FY 2019 Targets for Planning Funds
- MAPA Staff
 - Develop Draft Work Program / UPWP
- TTAC
 - Review Draft Work Program / UPWP
- Finance Committee
 - Review Draft Work Program / UPWP
- Board of Directors
 - Approve Draft Work Program / UPWP

April

- Council of Officials
 - Approve Draft Work Program / UPWP
 - Recommend Program Priorities
- Finance Committee
 - Review Preliminary Funds Budget
 - Review Preliminary Line Item Budget
 - Review Preliminary Program Budget
 - Review Draft Work Program / UPWP

MAPA

FY 2019 BUDGET SCHEDULE

April

Board of Directors

- Review Preliminary Funds Budget
- Review Preliminary Line Item Budget
- Review Preliminary Program Budget

Local, State and Federal Partners

- Review Draft Work Program / UPWP

May

TTAC

- Recommend Final Work Program / UPWP

Finance Committee

- Recommend Final Funds Budget
- Recommend Final Line Item Budget
- Recommend Final Program Budget
- Recommend Final Work Program / UPWP

Board of Directors

- Approve Final Funds Budget
- Approve Final Line Item Budget
- Approve Final Program Budget
- Approve Final Work Program / UPWP

June / July

MAPA Staff

- Submit Final Work Program to State and Federal Partners

Council of Officials

- Approve Final Work Program / UPWP