

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

BOARD OF DIRECTORS MEETING
Thursday, March 29, 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 Meetings Act. For reference, the Open Meetings Act is posted on the wall of the Board Room.

- A. ROLL CALL / INTRODUCTIONS
- B. BOARD MINUTES of the February 22, 2018 meeting. (ACTION) [Item B](#)
- C. FINANCE COMMITTEE MINUTES of the March 21, 2018 meeting. (ACTION) [Item C](#)
- D. AGENCY REPORTS & PRESENTATIONS – (INFO)
 - 1. AGENCY REPORTS
 - a. Executive Director's Report
 - b. Heartland 2050 Report
- E. PUBLIC COMMENTS – See Footnote
- F. CONSENT AGENDA – (ACTION)
Any individual item may be removed by a Board Member for special discussion and consideration. Unless there is an exception, these items will be approved as one with a single vote of the Board of Directors.
 - 1. CONTRACT AMENDMENT – Mills County, NRDR Phase 1 and 2 Infrastructure - Amendment 1 [Item F.1](#)
 - 2. FINAL CONTRACT PAYMENT – Lovgren – \$1,588.07 [Item F.2](#)
- G. OLD BUSINESS
 - 1. FY 2018 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT #5 – (ACTION) [Item G.1](#)
The Board will consider approval of amendment #5 to the FY 2018 TIP.
- H. NEW BUSINESS
 - 1. NEW CONTRACTS – (ACTION)
The Board will consider approval of the contracts listed below.
 - a. Council Bluffs Housing Trust Fund [Item H.1.a](#)
 - b. Lovgren Marketing 'Little Steps. Big Impact.' - \$205, 945.00 [Item H.1.b](#)
 - 2. DRAFT FY 2019 UNIFIED PLANNING WORK PROGRAM (UPWP) – (ACTION) [Item H.2](#)
The Board will consider for approval the FY 2019 UPWP.

3. 2018 – 2021 DRAFT TITLE VI PLAN – (ACTION) [Item H.3](#)

The Board will consider for approval the latest plan for Title VI and American's with Disabilities Act compliance.

4. EXECUTIVE DIRECTOR'S ANNUAL APPRAISAL – (ACTION)

Chairperson Sanders will provide information on the Executive Director's annual performance appraisal. The Board will consider approval of Board Chair's recommendations.

I. ADDITIONAL BUSINESS

J. DISCUSSION

1. REGIONAL PLANNING ADVISORY COMMITTEE – (DISCUSSION) [Item J.1](#)

Mr. Greg Youell will request feedback from Board members on a proposed new Regional Planning Advisory Committee and Sub-Committee structure.

K. ADJOURNMENT

Future Meetings/Events:

Council of Officials Meeting at Riverside Pavilion, Council Bluffs, IA: April 11, 2018

Finance Committee: Wednesday, April 18, 2018

Board of Directors: Thursday, April 26, 2018

National Conference of Regions 52nd Annual Conference & Exhibition – Orlando, FL: June 3-6, 2018

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 nonagenda 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
February 22, 2018

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairwoman Sanders called the meeting to order at 1:33 p.m.

A. ROLL CALL/INTRODUCTIONS

Members/Officers Present

Rita Sanders (Chair)	Mayor, City of Bellevue/Chair
Troy Anderson (rep. Mayor Jean Stothert)	Deputy Chief of Staff, City of Omaha
Patrick Bloomingdale	MAPA Secretary/Treasurer, Douglas County
Clare Duda	Douglas County Commissioner
Tom Hanafan (Vice-Chair)	Pottawattamie County Board of Supervisors
Doug Kindig	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Vinny Palermo	Omaha City Council
Matt Walsh	Mayor, City of Council Bluffs

Members/Officers Absent

Gary Mixan	Sarpy County Commissioner
Carol Vinton	IA Small Cities/Counties Representative (Mills County Board of Supervisors)

MAPA Staff

Court Barber	Christina Brownell	Sue Cutsforth	Melissa Engel	Mike Helgersen
Karna Loewenstein	Greg Youell	Alex Zuniga		

Guest

Kyle Andersen – City of Omaha
Donna Barry – Office of Senator Chuck Grassley

B. APPROVAL OF THE MINUTES of the January 25, 2018 meeting – (Action)

MOTION by Hanafan, SECOND by Duda to approve the minutes of the January 25, 2018 meeting of the Board of Directors.

AYES: Anderson, Duda, Hanafan, Kindig, Palermo, Sanders, 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 February 14, 2018 and approved bills for January, reviewed December financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Duda, SECOND by Kindig to approve the minutes of the February 14, 2018 Finance Committee meeting.

AYES: Anderson, Duda, Hanafan, Kindig, Palermo, Sanders, 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 month of January. Mr. Youell's Executive Report included updates on the Cass County; President Trump's Infrastructure Plan; MAPA's trip to D.C.; Traffic Growth Reports; Environmental Trust Funding for LSBI; LRTP Coordination; Performance Reviews; and Community Development Projects (CDBG, CITIES and REAP trail applications). Mr. Youell also updated the Board on ongoing projects including the Bellevue Bridge Study; Transit ROI; Hwy 75/16th Street Eppley Connector Bridge; and Highway 75 Platt River Bridge Bike Path.

b. Heartland 2050 –

Ms. Loewenstein provided an update to the Board on Heartland 2050 activities for the month of January and gave updates on upcoming events including the Heartland 2050 Summit and private reception with Paul Schmitz, CEO of Leading Inside Out. The Summer Summit will be held in June 6 – 7, 2018 and will be a roll-out of the Regional Equity Growth Profile. This year's site visit destination is set and the delegation will be attending the "Rail-volution Conference" in Pittsburgh, October 21 – 24, 2018.

E. PUBLIC COMMENT –

None.

F. CONSENT AGENDA – (Action)

The Board considered Consent Agenda items listed below for approval.

1. Contract Amendment – SWIPCO extended to June 30, 2018
2. Travel – NARC 52nd Annual Conference & Exhibition – Orlando, FL – June 3-6, 2018 – 3 MAPA Staff and up to 4 Board Members - \$15,115.45

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

AYES: Anderson, Duda, Hanafan, Kindig, Palermo, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

G. OLD BUSINESS

1. FY 2018 Transportation Improvement Program (TIP) Amendment #4 – (Action)

Mr. Barber presented to the Board for approval the FY 2018 TIP Amendment #4. Amendments include updates to the following: Omaha Resurfacing Program; 2018 Omaha Resurfacing Program; Omaha Signal Infrastructure – Phase A1.

MOTION by Walsh, SECOND by Kindig to approve the FY 2018 TIP Amendment #4.

AYES: Anderson, Duda, Hanafan, Kindig, Palermo, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FY 2018 Work Program/UPWP Amendment #3 – (Action)

Mr. Youell presented to the Board for approval FY-18 UPWP Amendment #3. This amendments include an update to the budget.

MOTION by Duda, SECOND by Walsh to approve the UPWP Amendment #3.

AYES: Anderson, Duda, Hanafan, Kindig, Palermo, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

H. NEW BUSINESS

1. New Contract – Smart Growth in America – Complete Streets – \$12,500 (Action)

Mr. Youell presented to the Board for approval the new contract listed above.

MOTION by Hanafan, SECOND by Duda to approve the new contract Smart Growth in America – Complete Streets - \$12,500.

AYES: Anderson, Duda, Hanafan, Kindig, Palermo, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FY 2019 Preliminary Funds Budget – (Action)

Mr. Youell presented to the Board for approval the FY 2019 Preliminary Funds Budget.

MOTION by Kindig, SECOND by Hanafan to approve FY 2019 Preliminary Funds Budget.

AYES: Anderson, Duda, Hanafan, Kindig, Palermo, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. Safety Performance Measures Target Setting – (Action)

Mr. Helgeson presented to the Board for approval the Safety Performance Measures Target Setting.

MOTION by Hanafan, SECOND by Kindig to approve the Safety Performance Measures Target Setting.

AYES: Anderson, Duda, Hanafan, Kindig, Palermo, Sanders, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

I. ADDITIONAL BUSINESS

1. Transportation Improvement Program (TIP) Fee – (Information)

Mr. Youell updated the Board on the TIP Fee meetings and discussions and feedbacks during those meetings.

J. DISCUSSION

None.

K. ADJOURNMENT

Chairwoman Sanders adjourned the meeting at 2:15 p.m.

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha NE 68102-4328
Finance Committee
March 21, 2018

The MAPA Finance Committee met March 21, 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
Steve Dethlefs, Washington County
Clare Duda, Douglas County
Tom Hanafan, Pottawattamie County
Gary Mixan, Sarpy County (Arrived at 8:37 a.m.)
Carol Vinton, Mills County

Staff Present

Natasha Barrett
Melissa Engel
Don Gross
Amanda Morales
Greg Youell

A. Monthly Financial Statements (January 2018)

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 January financials. As requested by Ms. Vinton the format of The Statement of Revenue and Expenditures has been revised to include prior year to date values and the percentage of variance year to date compared to prior year to date. Contracted projects vary from year to year so these expenses will skew the comparison of the net surplus/deficit from current year to prior year as explained by Ms. Engel.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments
 - a. HDR Engineering – PMT # 1 - \$1,755.33b. City of Omaha Planning – PMT #1 - \$33,903.22
 - b. Intercultural Senior Center – PMT # 1 - \$3,975.00d. Douglas County GIS – PMT# 2 - \$27,549.52
 - c. Council Bluffs – PMT # 1 –\$45,833.00

Mr. Youell presented the contract payments. HDR Engineering provided on-call travel demand modeling services to MAPA between January 04, and February 04, 2018. The Intercultural Senior Center is requesting reimbursement for personnel expenses incurred December 01, 2017 through February 28, 2018, for transportation services provided to immigrant and refugee seniors. The City of Council Bluffs payment is for their contracted paratransit services October 1, 2017 through January 31, 2018, serving the elderly and disabled citizens of Council Bluffs.

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

C. RECOMMENDATION TO THE BOARD

1. Final Contract Payments
 - a. Lovgren - \$1,588.07

Mr. Youell presented Lovgren's final reimbursement requests are for their January 2018 expenses related to the 2017 CMAQ Air Quality and Reduced Fare Program.

MOTION Duda SECOND by Vinton to recommend that the Board of Directors approve Lovgren's final contract payment as presented. MOTION CARRIED.

2. New Contracts
 - a. Council Bluffs Housing Trust Fund

Mr. Gross presented the Council Bluffs Housing Trust Fund (CBHTF) contract. MAPA will provide CBHTF with the following professional services:

- Assistance in grant writing to fully comply with Iowa Finance Authority (IFA) requirements
- Provide accounting, billing, and reporting services
- Provide project and contract management
- Communicate with CBHTF Board members, attend their board meetings no less than quarterly
- Follow-up to issues and activities identified by the CBHTF Board
- Prepare documents on policies and initiatives identified by the CBHTF Board
- Assist in creating and maintaining of program management systems
- Other administrative and support services as the parties agree

The contract is effective through March 01, 2020. MAPA will receive 10% of CBHTF's annual State Housing Trust Fund grant award allocated through IFA. The contract services are estimated to take a MAPA staff member twenty hours per month to complete.

MOTION Hanafan SECOND by Duda to recommend that the Board of Directors approve the Council Bluffs Housing Trust Fund contract as presented. MOTION CARRIED.

b. Lovgren Marketing LSBI - \$205,945.00

Mr. Youell presented the Lovgren Marketing contract for the "Little Steps Big Impact Ozone Awareness Campaign" under the 2018 CMAQ Air Quality and Reduced Fare Program. The completion date for this \$205,945, agreement is June 30, 2019. Mr. Duda asked about the process utilized for Lovgren to be awarded the current contract. Mr. Youell stated that MAPA did complete a Request for Proposal (RFP) process.

MOTION Vinton SECOND by Duda to recommend that the Board of Directors approve the Lovgren Marketing contract as presented. MOTION CARRIED.

3. FY 2019 Budget
a. DRAFT Work Program/UPWP

Mr. Youell presented the FY 2019 draft Work Program/UPWP outlining the transportation budget by work activity and funding source. The total transportation funding projected for FY 2019, is \$4,309,297, of which \$1,074,690 is local match. MAPA's 2019 total budget of \$5,640,975 was also provided to the committee, with work activity and funding source broken down into three categories: Transportation, Community & Economic Development, or Heartland 2050 (Non-federal transportation).

MOTION Duda SECOND by Vinton to recommend that the Board of Directors approve the FY 2019 draft Work Program /UPWP as presented. MOTION CARRIED.

D. DISCUSSION/INFORMATION
1. TIP Fee

Mr. Youell provided the committee with information on a Transportation Improvement Project (TIP) fee, and how it would help the region, and discussed the proposed Interlocal Agreement amendment to include a TIP fee. MAPA would collect a fee equivalent to 1% of federal funds on all eligible projects programmed in the implementation year of the TIP. Eligible projects over \$10 million in federal funds would be assessed a tiered fee with 1% charged on the first \$10 million and .05% charged on every dollar over \$10 million in federal funding. The proposed TIP fee must be paid with non-federal funds according to federal matching requirements. All Council of Officials members would need to vote on Interlocal Agreement amendment with 75% approval for implementation.

2. Cass County Update

Mr. Youell reported that Cass County becoming a member of MAPA is currently on hold. The bill to change the boundaries was not ultimately prioritized and will not be presented for a vote of the entire legislature. The opposition of Southeast Nebraska Development District (SEND) contributed to the delay. Mr. Youell reached out to the Executive Director of SEND to negotiate a deal. If opposition was withdrawn, MAPA would compensate SEND \$6,700 in the first year, \$5,000 in the second year and \$2,500 in the third year. SEND's Executive Committee recommended accepting the financial offer and requested written commitment of the MAPA Board to not allow future membership of any of SEND's remaining counties. A final agreement was not negotiated within the time-line to place the bill on consent. SEND's Executive Director has told Mr. Youell that he is willing to work together moving forward to resolve the issue.

E. OTHER

G. ADJOURNMENT

The meeting adjourned at 9:18 a.m.

THIS AGREEMENT, made and entered into the 26th day of January, 2017, by and between Mills County, Iowa, by its Board of Supervisors (hereinafter the "County"), and the Omaha-Council Bluffs Metropolitan Area Planning Agency, (hereinafter the "Planning Agency"); (hereinafter collectively the "Parties") WITNESSETH THAT:

WHEREAS, The Planning Agency hereby amends the above referenced contract. The Planning Agency initiated amendment is a result of recommendations by the Iowa Economic Development Authority (IEDA).

WHEREAS, Federal Laws will be amended to also state additional federal regulations.

NOW, THEREFORE, the Parties hereto have agreed to amend the Agreement as hereafter stated:

- I. **The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.**
- II. **ALL CONTRACTS IN EXCESS OF \$100,000**
In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:
 - Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
 - Section 508 of the Clean Water Act (33 U.S.C. 1368).
 - Executive Order 11738.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) **The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.**
- (2) **The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.**
- (3) **The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.**
- (4) **The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt**

subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives.

Mills County, Iowa:

By: _____ Date: ____ / ____ / ____

Attested By: _____ Date: ____ / ____ / ____

Omaha-Council Bluffs Metropolitan Area Planning Agency:

By: _____ Date: ____ / ____ / ____

Attested by: _____ Date: ____ / ____ / ____

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha, Nebraska 68102

Subcontractor's Payment Authorization

Contractor: Lovgren Marketing Group

Project Title: 2017 CMAQ Air Quality and Reduced Fare Program

Contract Approved by Board of Directors: February 23, 2017

Effective: February 1, 2017 - January 31, 2018

Contract Amount of: \$196,000

Final Payment

1. Computation of Payment

Bill to Date	\$171,737.44
Less Previous Payments	<u>\$170,149.37</u>
Payment Due this Date	<u>\$1,588.07</u>

2. Payment Approved

RECOMMENDED PAYMENT BY:

Staff Member

Responsible Charge & Department Manager

Executive Director

Payment approved by Finance Committee

Treasurer

Payment approved by Board of Directors

MAPA Board of Directors Chair / Member

LOVGREN MARKETING GROUP

809 North 96 Street Suite 2
Omaha NE 68114-2498
402-397-7158

STATEMENT

Metropolitan Area Planning Agency (MAPA)
2222 Cuming Street
Omaha NE 68102-4328

Date

2/14/2018

1/1/2018 - 1/31/2018

Project #CM-D2 (107)

E-Mail: mengel@mapacog.org scutsforth@mapacog.org

Date	Invoice	Transaction	Amount
2/14/2018	19491	CMAQ REDUCED FARE CAMPAIGN	\$1,588.07
		AMOUNT DUE*PLEASE REMIT	\$1,588.07

Amendment 5 - Proposed

Effective Date

03/29/2018

Revisions

Project Name	Date ↓	Description
Valley D.C. Safe Routes to School	03/13/2018	This project is updated to show matching funds as coming from the State of Nebraska instead of the City of Valley for phases in FY2018. The amount of funding has not changed.
OPS McMillan Middle School SRTS Project	03/13/2018	This project is updated to show matching funds as coming from the State of Nebraska instead of the City of Omaha for phases in FY2018. The amount of funding has not changed.
Westbrook Safe Routes To School	03/13/2018	This project is updated to show matching funds as coming from the State of Nebraska instead of the City of Omaha for phases in FY2018. The amount of funding has not changed.

**Contract for Services Between
Council Bluffs Housing Trust Fund (CBHTF)
And
The Omaha-Council Bluffs Metropolitan Planning Agency (MAPA)**

SECTION 1

Background and Purpose

The Council Bluffs Housing Trust Fund (CBHTF) is a stand-alone 501(c)(3) nonprofit Iowa corporation that has been certified by the Iowa Finance Authority (IFA) as a local housing trust fund eligible to receive funds from the State Housing Trust Fund (SHTF) for the sole purpose of providing needed housing services to the citizens of Council Bluffs.

The Omaha-Council Bluffs Metropolitan Planning Agency (MAPA) is a regional planning agency that provides planning and technical assistance to city and county governments and associated nonprofit organizations.

The purpose of this agreement is to secure the contractual services of MAPA to provide professional staffing services for CBHTF. Services will be provided as outlined.

SECTION 2

Scope of Work

MAPA shall provide professional staffing services for CBHTF. The professional staffing services shall, in general, include:

- Assist in writing the annual grant to be submitted to the Iowa Finance Authority (IFA), and other grants as may be required to fully comply with IFA requirements;
- Provide accounting and billing service and reports for costs directly related to SHTF grant monies received annually from IFA;
- Provide project and contract management, including contract compliance monitoring for pass through projects that are funded with dollars received from the SHTF through IFA;
- Ensure ongoing and timely communication to and among CBHTF Board members including attendance at Board meetings, as required, but in no event less than quarterly;
- Enhance commitment and follow-up to issues and activities identified by the Board;
- Prepare summaries, statements, and/or documents on policies and initiatives identified by the Board;
- Assist in the creation of and maintenance of program management systems and/or organizational operations; and
- Such other administrative and support services as the parties may agree.

If either party deems it necessary a more detailed and specific list of services may be negotiated.

Housing assistance, activities, and projects may be completed by contracting with outside agencies who are awarded grant dollars through a competitive RFP process. CBHTF shall be responsible for the scoring and actual award of grant dollars to agencies and organizations requesting the funds to complete the housing assistance activities. Housing assistance, activities, and projects may also be completed by direct assistance to qualified homeowners within the City of Council Bluffs. MAPA may assist with activities associated with direct assistance to homeowners.

SECTION 3

Service Cost and Method of Payment

MAPA will provide those professional staffing services outlined in Section 2 at a flat rate equivalent to 10% of the SHTF allocation from IFA. CBHTF shall be billed on a quarterly pro-rata basis based on the amount of the total CBHTF grant amounts for the IFA grant year actually disbursed by MAPA during the quarter. Payment will be made after review and approval of the quarterly bill by the CBHTF President or its designee. MAPA will provide appropriate workspace, office equipment and supplies, copier, fax, internet and telephone services as part of its base fee. Board meetings shall be held at a Council Bluffs location designated by CBHTF.

CBHTF, or the sub-contracting agencies providing the actual housing assistance, shall be responsible for any applicable appraisal fees, survey fees, recording fees, license and permit fees, inspection fees, legal fees, collection fees, insurance premiums, taxes, charges, and assessments in connection with the administration of the projects and activities funded with grant dollars provided by IFA.

SECTION 4

Additional Provisions

Term. This Agreement shall run until March 1, 2020 unless earlier terminated by the parties. It may be extended by agreement of the parties for two (2) additional terms of two years each. This Agreement may be terminated by either party upon thirty (30) days written notice. If during the term of this service agreement, CBHTF no longer receives funds from the Iowa Finance Authority, CBHTF may terminate this agreement. Notice of termination will be given in writing to MAPA and may be effective immediately.

Amendment. Any amendments to this Service Agreement, made by mutual agreement of the parties shall be in writing. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Assignment. MAPA may not, without the written consent of CBHTF, assign, subcontract, or delegate its obligations under this Service Agreement.

Severability. Invalidity or unenforceability of one or more provisions of this Service Agreement shall not affect any other provision of this Service Agreement. If possible, any unenforceable provision within this Service Agreement will be modified to reflect the parties' original intention.

Retention of Records. To the greatest extent practicable, all records and documents created in the execution of this Service Agreement will be retained at MAPA offices and shall be readily available to CBHTF through electronic or other means. In all cases, all records in the possession of MAPA pertaining to this Service Agreement shall be retained by MAPA for a period of five (5) years beginning with the date upon which the final payment under this Service Agreement is issued. All records shall be retained beyond the five (5) year period if audit findings have not been resolved within that period. For the purposes of this paragraph, the term "records" means legal documents, contracts, financial records, or any other document upon which the financial statements are based, in whole or in part. Copies of all records shall be delivered to CBHTF at the end of Agreement.

Liability. CBHTF shall indemnify, defend, and save harmless MAPA from any and all liability on account of any injuries or damages claimed by any person or property resulting from the negligent acts or omissions of CBHTF or any person working under CBHTF and/or its grant recipients responsible for carrying out the terms of this Service Agreement. Likewise, MAPA shall indemnify, defend, and save CBHTF harmless from any and all liability on account of any injuries or damages claimed by any person or property resulting from the negligent acts or omissions of MAPA in performing its duties under this Agreement.

Governing Law. This agreement will be governed by the laws of the State of Iowa.

Effective Dates. This agreement shall be effective upon the signature of both parties.

SIGNED: _____ Date: _____
Brenda Carrico, President
CBHTF

SIGNED: _____ Date: _____
Greg Youell, Executive Director
Metropolitan Area Planning Agency

TRANSPORTATION PLANNING AGREEMENT

METROPOLITAN AREA PLANNING AGENCY
LOVGREN MARKETING GROUP
PROJECT NO. CM-D2(107)
CONTROL NO. 22553
CMAQ QUALITY AND REDUCED FARE PROGRAM

THIS AGREEMENT, made and entered into by and between the Metropolitan Area Planning Agency, hereinafter referred to as the Local Public Agency or "LPA", and Lovgren Marketing Group, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the LPA used a qualification based selection process to select the Consultant to render professional services for the above named project, and

WHEREAS, the Consultant is qualified to do business in Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to this agreement, and

WHEREAS, the Consultant and LPA intend that the services provided by Consultant comply with all applicable federal-aid transportation related program requirements, so that LPA's project will be fully eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that the services under this agreement be completed in accordance with the applicable terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual; the LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address:

<http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>, and

WHEREAS, the Consultants primary contact person for LPA will be the LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

WHEREAS, the parties understand that the State of Nebraska, Department of Roads is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds and for the review of study products, reports, or deliverables that identify impacts to state highway facilities.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Lovgren Marketing Group and any employees thereof, whose business and mailing address is 809 N. 96th Street, Suite 2, Omaha, Nebraska, 68114.

"LPA" means a Local Public Agency. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual can be found in its entirety at the following web address: <http://www.transportation.nebraska.gov/gov-aff/lpa/lpa-guidelines.pdf>.

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this agreement shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall plan, develop, coordinate and implement the Little Steps Big Impact for project CM-D2(107), Control No. 22553, in Douglas County, Nebraska. The scope shall be developed in accordance with the LPA manual and attached hereto as Exhibit "A", Scope of Services which are attached and hereby made a part of this agreement. Any services performed by the Consultant prior to written approval of the LPA will be solely at the expense of the Consultant.

The LPA has the absolute right to add or subtract from the scope of services at any time and such action on its part will in no event be deemed a breach of this agreement. The LPA will give the Consultant seven days written notice of such addition or subtraction. Any necessary addition or subtraction in the "General Scope of Services" shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section below.

SECTION 3. CHANGES TO PERSONNEL

The Consultant has furnished a document entitled Staffing Plan in Exhibit "A". Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended work. The Consultant shall notify the LPA of any personnel changes. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to 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.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form, available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. STANDARD PRACTICES AND REQUIREMENTS

It is mutually agreed that at the request of the LPA, the Consultant shall provide the LPA a detailed report of the product and progress of the work and allow inspection of the existing work product. From time to time, additions, deletions, changes, elaborations, or modifications of the services performed under the terms of this agreement may be determined by the LPA to be desirable or preferable. These changes will be made by supplement agreement.

SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue the Consultant a written Notice-to-Proceed when LPA determines that federal funding approval has been obtained for the project, upon full execution of the agreement, and upon State concurrence that the form of this agreement is acceptable for

federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule in attached Exhibit "A" and shall complete all work required under this agreement in a satisfactory manner by June 30, 2019.

Any costs incurred by Consultant after the completion deadline are not eligible for federal funding reimbursement unless the Consultant has received an extension of time in writing from LPA and the LPA has federal funding approval for the extension of time.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the Consultant's fee.

SECTION 7. FEES AND PAYMENTS

The general provisions concerning payment under this agreement are set out on the attached Exhibit "B", attached hereto and hereby made a part of this agreement.

For performance of the services in the Scope of Services, Consultant will be compensated for actual work performed up to a **Maximum-Not-To-Exceed** amount of up to \$205,945.00 in accordance with Exhibit "B".

SECTION 8. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA, State or the FHWA, or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are

omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's or State's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA and State of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. CHANGE OF PLAN, ABANDONMENT, SUSPENSION, AND TERMINATION

Additions to the schedule of services, if approved in writing, will require negotiation of a supplemental agreement. For any work beyond the schedule of services, the Consultant shall document the additional work, estimate the cost to complete the work, and receive written approval from the LPA before the Consultant begins the work. Any such work performed by the Consultant prior to written approval of the LPA will be done at the expense of the Consultant.

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time. Such suspension or termination may be affected by the LPA giving the Consultant seven days written notice.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 10. OWNERSHIP OF DOCUMENTS

All project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 11. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or State to the Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately complete the work under this agreement on behalf of the LPA or State.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA or State. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information:

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

The Consultant agrees to obtain the written approval by the State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA for any liability that may ensue on the part of the LPA for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the LPA or the State for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

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

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work covered under this agreement will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents or employees in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this agreement.

SECTION 17. PROFESSIONAL REGISTRATION

This section has intentionally been left blank.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. NONDISCRIMINATION

- A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.
- C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.
- D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the LPA will impose such

agreement sanctions as it or the State and FHWA may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

- F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/ Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the State and United States enter into such litigation to protect the interests of the State and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

The Subconsultant/Subcontractor will provide services to conduct a survey and written report and motion graphics animation.

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

The Consultant shall enter into an agreement with its Subconsultants/Subcontractors for work covered under this agreement. All Subconsultant/Subcontractor agreements for work covered under this agreement, in excess of \$10,000, must contain similar provisions to those in this agreement. No right-of-action against the LPA will accrue to any Subconsultant/Subcontractor by reason of this agreement.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. CONFLICT OF INTEREST

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT for LPA OFFICIALS, EMPLOYEES & AGENTS for LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State website at the following location:

<http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>.

In the event a consultant is used by the LPA on this project, the consultant must also complete and sign the **CONFLICT OF INTEREST DISCLOSURE FORM FOR CONSULTANTS for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location: <http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>.

Consultants and sub-consultants providing services for LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or sub-consultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 26. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. **Neb.Rev.Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Neb.Rev.Stat. §§ 81-1701 through 81-1721.

B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the LPA's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the LPA may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the LPA if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the LPA before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the

method and frequency by which it determines the eligibility of its principals.

- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the LPA may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.(ii) of this certification; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 27. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 28. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement.

EXECUTED by the Consultant this ____ day of _____, 2018.

LOVGREN MARKETING GROUP
Linda Lovgren

President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this ____ day of _____, 2018.

Notary Public

EXECUTED by the LPA this ____ day of _____, 2018.

METROPOLITAN AREA PLANNING
AGENCY
Greg Youell

Executive Director

Subscribed and sworn to before me this ____ day of _____, 2018.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Task 1 – Project Management

Objective:

To plan, develop, coordinate and implement the Little Steps. Big Impact. project. This implementation will be executed between Lovgren Marketing Group (LMG) team, Metro Area Planning Agency (MAPA) and the campaign's partner organizations (together known as the LSBI Campaign Team) through regularly planned meetings, collaboration and communications.

Deliverables:

Project strategic plan, project execution plan, timeline, creative services, media buy, social media strategy and engagement, website updates and content changes, campaign monitoring, earned media planning and coordination, monthly progress reports, coordination of meetings as necessary and other communications determined by the year-long campaign plan.

Project Management and Administration:

- 1.1 Project strategic plan.** Through collaboration with the MAPA project team, LSBI Campaign Team and LMG, the Logic Model developed in 2016 and the 2017 Strategic Marketing Plan will be reviewed as part of the planning strategies and tactics for 2018. Essential elements of those previous strategies will be translated into an updated strategic marketing plan for the 2018 LSBI campaign. It will establish target goals, strategies and tactics to meet those goals.
- 1.2 Project execution plan.** Utilizing the Strategic Plan as the guide, an overall campaign execution plan which utilizes survey results, graphic design, creative approach, media buy, social media, the website and public relations efforts will be provided to the LSBI Campaign Team for discussion and approval. The execution plan will include a timeline points of review and key metrics for measuring campaign progress. This plan continues the effort to expand the reach of the campaign across a 12-month period.



Emojis created for the campaign and used in marketing materials

Task 1 – Project Management (Continued)

- 1.3 Plan monthly or bi-monthly progress meetings with LSBI Campaign Team.** Develop meeting agendas, provide appropriate meeting notes, report activities and events the team partners are participating in or leading, evaluate available data toward the goals and monitor the campaign's overall progress. These meetings would include discussion and presentation of creative approach, potential earned media opportunities, message points prior to news conferences or media interviews, review materials for presentations and other campaign ideas or issues pertinent to the project.
- 1.4 Media Buy Oversight.** Management and oversight for development of a robust media plan across both traditional and digital platforms including negotiated value added elements to extend the reach of the plan, implement associated promotions and provide a timeline for placements of the plan. Extend the campaign plan reach by utilizing additional social and digital media options throughout the year. The media plan will include reasonable measurements to monitor effectiveness such as media reach and frequency along with digital impressions and engagement.
- 1.5 Administrative duties.** Assist with plan execution, prepare and distribute invoicing for media buys, monitor sub-contracts and all costs associated with the contract. Prepare the billing and required documentation as requested by the client.



Students testing ozone quality during the 2017 campaign

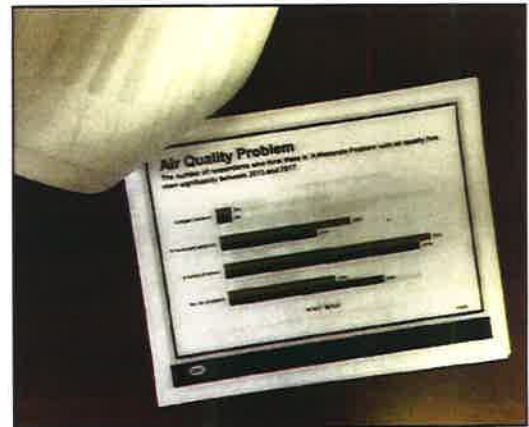
Task 2 – Air Quality Awareness Survey

Objective:

To monitor public awareness of air quality issues, measure the effectiveness of the current campaign, track the attitude of metro-area residents regarding barriers to using alternate forms of transportation, determine incentives, real or perceived, which would increase overall participation, determine which messages are most effective in altering public behavior and attitudes toward improving air quality in the targeted market.

Deliverables:

Implement an annual survey based on our target audience and implemented as either a phone/ on-line or combination survey. Prepare a proposal request from at least three survey providers to be conducted in Pottawattamie County - Iowa, Sarpy and Douglas Counties – Nebraska. Provide three bids for the survey subcontract for review by the LSBI Campaign Team. Review the bids and provide estimates and final contract from selected bidder. Provide a sample of the survey instrument for the team to review. Develop a timeline for the start and completion of the survey. Along with the survey contractor provide an analysis and reporting to include comparisons of respondents, and an executive summary with supporting documents and data. The survey will be completed in early Fall after the conclusion of the primary paid media campaign.



Sample page from the 2017 survey

2.1 Survey Management and Administration. LMG will provide survey management and administration including:

- Request and assess bids from qualified research firms as a sub-contract. Negotiate contract, present to MAPA for approval of the selected firm. Invoice client for completed and satisfactory work.
- LMG will prepare, in conjunction with the selected research firm, an on-line and/or phone or combination of contacts for the survey instrument that will meet the objectives defined regarding the survey results.
- Present the survey questionnaire to MAPA for approval of the questions and the process. Share the questionnaire with the coordinating organizations and campaign partners for input.

Task 2 – Air Quality Awareness Survey (Continued)

2.2 Survey Development.

- Meet with research firm to develop/approve survey instrument, including level of information about air quality issues in the Metro area, barriers to alternate modes of transportation or reduced vehicle trips.
- Monitor progress, schedule and facilitate coordination of the phone and/or on-line or combination for survey design and implementation.
- Maintain communication with coordinating organizations and campaign partners during the survey process.

2.3 Survey Results. LMG will provide, in conjunction with the selected research firm;

- A summary presentation of the survey for MAPA and the Campaign team.
- An executive summary.
- Full detailed cross-tab version of the survey.
- Monitoring of the survey deliverables for completion and provide the contractor invoice to MAPA.

Task 3 – Graphics, Creative, Production and Web Design

Objective:

Refine and update the creative approach established in 2016, graphics and visual brand to reflect the new broader campaign strategy emphasizing the messages of improving air quality. *Little Steps. Big Impact.* will be implemented across the year-long timeframe of the 2018 campaign promoting the importance of reducing ozone and improving air quality in the three county metro area. The campaign will provide tips on how the public can help by changing small routines, promoting alternative fuels, emphasizing modes of transportation that would improve air quality such as bicycling, carpooling, riding the bus and walking.

Deliverables:

Graphic design concepts: broadcast, print and digital ads, web design and content updates, copywriting and production to implement the media campaign, video bites to tell compelling stories for social media and other content strategies. MAPA must approve all recommended deliverables prior to purchase or implementation.

3.1 Graphic design. LMG will use the existing Little Steps. Big Impact. concept as the foundation for design updates based on the campaign components. New design elements will be developed and presented to the LSBI Campaign Team based the campaign's strategy and goals.

3.2 Creative Development and Production. LMG will update the creative concept previously used with *Little Steps. Big Impact.* focusing on air quality and incorporating the messaging of alternative fuels and everyday changes people can make to improve health and quality of life. This includes review and updates of creative elements for print, outdoor, broadcast, digital and social media platforms.



Backpacks with "Little Steps" were handed out in 2017



A dynamically-updating outdoor board with the day's AQI forecast

Task 3 – Graphics, Creative, Production and Web Design (Continued)

- 3.3 **Video Production and Photography.** Four new video testimonials are needed to focus on air quality, active transportation and Metro RideShare and replace 2017 versions which are outdated. LMG will provide still photography to document each youth monitoring project for use on the website, social media and other media channels.
- 3.4 **Web design.** LMG will update the *Little Steps. Big Impact.* website highlighting key elements of the new aspects of the program as they are developed. LMG will link with key partners including the Commuter Challenge, Douglas County Health, Live Well, Ethanol Board and other partner organizations as well as organizations with like-minded goals.
- 3.5 **Web content.** LMG will update content to the website throughout the campaign which could include links to pertinent data, blogs or social media links, news stories related to the campaign, links to LSBI partners and maximize connectivity to relevant sites and information.
- 3.6 **Social and Digital.** Along with our social media contractor, Canary and Coal, the team will implement effective new strategies, relevant social media content and graphics to target audiences. Social media goals will encompass multiple channels and serve to cost-effectively extend the program's reach throughout the year.



Content pages from the "Little Steps. Big Impact." website



Posts from the "Little Steps. Big Impact." Facebook page



Task 4 – Media Planning and Placement

Objective:

To develop a multi-media campaign designed to build awareness of the CMAQ message during the summer of 2018 through the purchase of paid media, maximizing the reaching of targeted adults age 25-55 in the Omaha Metro Area. In addition, the campaign would leverage the purchased media to gain value added positions on air, on-line and to develop promotional opportunities with the media. This plan will be built with extended media channels and in coordination with social media to provide messaging and engagement through the 12-month period. MAPA must approve the multi-media campaign prior to placement or implementation.

Deliverables:

A strategic media buy incorporating traditional mass media, social media, an online presence and website.

4.1 Media buying. LMG is responsible for building awareness of the CMAQ air quality message through the strategic purchase of broadcast television, radio, print, outdoor, digital and social media sites, or any combination of platforms within the available budget.

- Research the rates and ranking necessary to make buying decisions.
- Negotiate rates along with value added and pro bono extensions to be reviewed and approved by MAPA prior to purchase.
- Provide a recommended schedule of spots/insertions with costs for the campaign.
- Develop insertion orders for each outlet/medium selected and provide to the outlets.
- Provide each media appropriately formatted content for air/placement.



TV commercials were one paid media strategy implemented in 2017

Task 4 – Media Planning and Placement (Continued)

4.2 **Social/Digital Placement.** Along with our contractor, we will develop placements appropriate for the situation, increase the duration of the campaign across 12-months and make it available for the approval process and implement the plan.

4.3 **Monitoring.** LMG will provide oversight to:

- Monitor the placements to assure correct scheduling and billing.
- Coordinate invoicing and payment of placements.
- Provide to the MAPA a detailed billing summary of campaign budget and the value added placements provided by media.



Tweets from the
"Little Steps. Big Impact"
Twitter page

Task 5 – Public Relations

Objective:

To educate metro-area residents about the Little Steps. Big Impact. campaign, to build overall awareness of declining air quality, to provide steps individuals, businesses and organizations can take to improve air quality, as well as options for reducing vehicle trips on a regular basis.

Deliverables:

Initiate four earned media story opportunities. Develop consistent messaging about the program, air quality, and ozone reduction to be communicated through LSBI Campaign Team and public spokespersons; provide the media with information about the program in the development of targeted television, radio and print stories; develop social media news content; provide quantitative accounting from third party sources on reach and impact of media relations' efforts.

- 5.1 Message Platform.** Develop consistent message/talking points to be provided to the LSBI Campaign Team and identified spokespersons for the program. Using the results of the survey, target objectives, and partner feedback determine the messages that most resonate with the stakeholders and the general population.
- 5.2 Media relations.** LMG will implement media relations across the extended period as follows:
- Plan key media interaction to educate media and news reporters on the objectives of the campaign.
 - Initiate media opportunities – write news releases, organize news conferences, seek out media opportunities when news worthy.
 - Provide on-going background information to news media about the campaign or its components; provide story ideas, interesting interviews and other opportunities for story development.



*Some of the media appearances
organized in 2017*

Task 5 – Public Relations (Continued)

5.3 Editorials. Solicit positive opinion pieces to support emphasis on improving air quality and its impact on health, economics and transportation in area newspapers and on broadcast media.

5.4 Engage social media. Utilize the established Twitter and Facebook accounts to extend the campaign impact, share earned media stories, and provide news briefs.

- Coordinate with other like-minded individuals/organizations to expand the social media reach.
- Develop and implement a plan for populating social media sites. Increase the activity level and improve content for Twitter and Facebook.

Facebook:

- Increase the total number of page likes by 10%
- Increase the total reach by 20%
- Increase the total number of video views by 10%
- Increase the number of shares by 5%
- Maintain user engagement levels

Twitter:

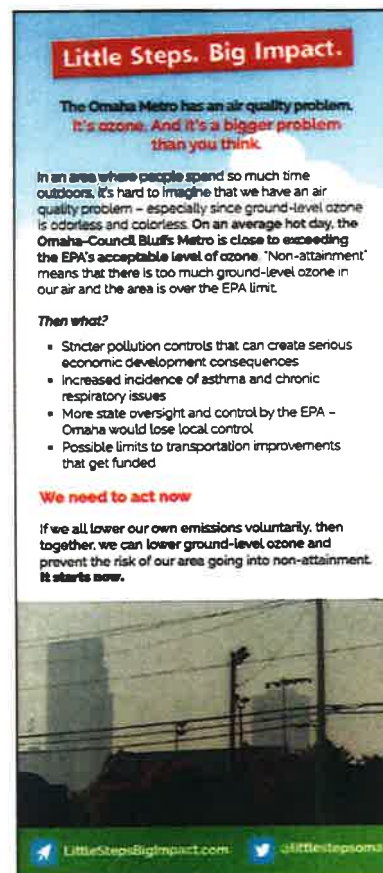
- Increase the total number of followers by 10%
- Increase the total feed user engagement by 10%
- Increase the total impressions by 20%
- Increase the total number of video views by 10%



Task 5 – Public Relations (Continued)

5.5 Develop community partners. Expand our reach through community involvement activities.

- Coordinate with all local radio and television meteorologists and traffic reporters to be more aware of the campaign and to assist in the dissemination of information about the high ozone alert days; health risk levels; or other thought-provoking information.
- Contact targeted corporations/businesses to develop connections related to advantages for employees who could use alternate transportation such as carpooling or bus and that could benefit from partnering with this campaign.
- Utilize our partnership with metro cities to promote the campaign in public places such as events, public buildings, public libraries, earth day activities and transportation events in the targeted Counties.
- Expand coordination with County health officials and health departments in three major surrounding counties to help emphasize the health benefits of improved air quality.
- Expand the youth engagement program to six additional schools.
- Expand the outreach to curriculum specialists to determine appropriate involvement.
- Encourage youth involvement to help build awareness about air quality.
- Engage students in Little Steps like idle free zone campaigns, biking to school or other efforts to raise awareness of ozone pollution with students, educators and parents.
- Reach out to other air quality programs across the country to build on best practices.



Handout distributed at events in 2017

5.6 Develop print, audio or visual materials as needed for meetings, briefings, presentations and other activities as determined by the project execution plan.

Planning

Project Number: _____

Control Number: _____

LPA RC: _____

LPA RC: _____

NDOR PC: _____

Date: February 1, 2018



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	DES	Designer
2	PM	Program Manager	7	TECH	Technician
3	SENG	Sr. Engineer	8	ADM	Administrative
4	ENG	Engineer	9	UD1	Senior Planner / Modeler
5	SDES	Sr. Designer	10	UD2	Project Controller

Overhead Rate ^[1]	
Fee for Profit Rate ^[2]	
FCCM (if applicable)	

Template: T-WB-Generic (rev 12-29-2016) CPFF

Employee Name	Job Title & Certifications ^[3]	Hourly Salary Rate ^[4]	% Assigned
Principal			
Linda Lovgren	President Project Manager	\$190.00	100%
	Accredited PR Counselor		
	Blended Rate:	\$190.00	
Administrative			
Pam Haizlip	Project Assistant	\$85.00	50%
Donna Maxey	Project Assistant	\$85.00	50%
	Blended Rate:	\$85.00	
Senior Planner / Modeler			
Tom Nemitz	Creative Manager-Web Designer	\$145.00	100%
	Blended Rate:	\$145.00	

Consultant's Estimate of Hours

Planning

Project Name:

Little Steps Big Impact Ozone Awareness Campaign

Consultant:

Lovgren Marketing Group

Consultant PM:

Linda Lovgren 402.397.7158 lovgren@lovgren.com

LPA RC:

NDOR PC:

Date:

February 1, 2018

TASKS	PERSONNEL CLASSIFICATIONS			
	PR	ADM	BB1	Total
I. Project Management	94	65	32	191
1.1 Project Strategic Plan	6			6
1.2 Project Execution Plan	6			6
1.3 Progress & Client Meetings	64		32	96
1.4 Media Buy Oversight	8			8
1.5 Administrative Duties	10	65		75
II. Air Quality Awareness Survey	20		5	25
2.1 Survey Management & Administration	6			6
2.2 Survey Development	10		3	13
2.3 Survey Results	4		2	6
III. Creative/Graphics			190	190
3.1 Graphics Design			45	45
3.2 Creative Development & Production			25	25
3.3 Video Production & Photography			60	60
3.4 Web Design			20	20
3.5 Web Content			20	20
3.6 Social & Digital			20	20
IV. Media Coordination	20	35		55
4.1 Media Buying	15			15
4.2 Social & Digital Placement	5			5
4.3 Monitoring*Placement/Invoicing/Billing Summary		35		35
V. Public Relations	53			53
5.1 Message Platform	6			6
5.2 Media Relations*Education/Opportunities	12			12
5.3 Editorial	5			5
5.4 Engage Social Media*Facebook & Twitter	5			5
5.5 Develop Community Partners	15			15
5.6 Develop Print, Audio, Visual Materials	10			10
Total Days	23.4	12.5	28	64
Total Hours	187	100	227	514.0

Direct Expenses

Planning

Project Name: Little Steps Big Impact Ozone Awareness Campaign
Consultant: Lovgren Marketing Group
Consultant PM: Linda Lovgren 402.397.7158 lovgren@lovgren.com
NDOR PC:
Date: February 1, 2018

Project Number: _____
Control Number: _____

Subconsultants:			Amount
Survey Subconsultant			\$20,000.00
Social Media Consultant			\$12,000.00
Subtotal			\$32,000.00
Printing and Reproduction:	Qty	Unit Cost	Amount
Printing/Production*Collateral, Backpacks, Radio & TV Production; Handouts, Display Panels	1	\$8,000.00	\$8,000.00
Media*Print Ads, Radio Spots, TV, Outdoor, On-Line, B-Cycle Sponsorship; Social Media-Twitter,Facebook	1	\$89,000.00	\$89,000.00
Subtotal			\$97,000.00
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$129,000.00

Direct Expenses

Project Cost & Breakdown

Planning

Project Name: Little Steps Big Impact Ozone Awareness Campaign
Consultant: Lovgren Marketing Group
Consultant PM: Linda Lovgren 402.397.7158 lovgren@lovgren.com
NDOR PC:
Date: February 1, 2018

Project Number:
Control Number:

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	187	\$190.00	\$35,530.00
Administrative	100	\$85.00	\$8,500.00
Senior Planner / Modeler	227	\$145.00	\$32,915.00
Project Controller			
	514	Subtotal	\$76,945.00

DIRECT EXPENSES		Amount
Subconsultants:		\$32,000.00
Printing And Reproduction:		\$97,000.00
Other Miscellaneous Costs:		
Subtotal		\$129,000.00

TOTAL PROJECT COSTS		Amount
Direct Labor Costs		\$76,945.00
Direct Expenses		\$129,000.00
TOTAL COST		\$205,945.00

LABOR COST BY MAJOR TASKS	Direct Labor	Overhead	Profit	Amount
I. Project Management	\$28,025.00			\$28,025.00
II. Air Quality Awareness Survey	\$4,525.00			\$4,525.00
III. Creative/Graphics	\$27,550.00			\$27,550.00
IV. Media Coordination	\$6,775.00			\$6,775.00
V. Public Relations	\$10,070.00			\$10,070.00
	\$76,945.00			\$76,945.00

Planning

Project Number: _____
Control Number: _____

[illegible]

1. PAYMENT METHOD

Payments under this Agreement will be made based on a total Lump Sum (LS) payment method.

2. TOTAL AGREEMENT AMOUNT

For completion of services as outlined in this Agreement, Consultant will be paid a lump sum amount of \$205,945.00. This lump sum amount will constitute full payment for services necessary to complete the project as outlined. Consultant's total compensation shall not exceed this maximum lump sum amount without prior written approval of LPA. The cost criteria for the computation of the lump sum amount and any renegotiation subsequently required is in 23 CFR 172 (Administration of Engineering and Design Related Service Contracts) and 48 CFR 31 (Contract Cost Principles and Procedures).

3. FEE FOR PROFIT – This section has intentionally been left blank.

4. PAYMENTS

Payment for Services under this Agreement will be made on a lump sum basis up to the amount identified in Section 2. TOTAL AGREEMENT AMOUNT. Consultant will, upon proper billing to LPA, be paid based on the percentage of work completed at the end of each monthly period after the notice to proceed.

5. INVOICES AND PROGRESS REPORTS

Consultant shall submit invoices to LPA no more frequently than monthly. Each monthly invoice must include a completed Cost Breakdown Form DR162 (available on the Department of Roads' website at <http://www.transportation.nebraska.gov/rfp/>) and must be substantiated by a progress report that includes/addresses, as a minimum, the following:

- A. A description of the Services completed for that period
- B. A description of the Services anticipated for the next pay period
- C. Information needed from LPA
- D. Percent of Services completed to date

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

6. PROGRESS PAYMENTS

LPA will pay Consultant upon receipt of Consultant's invoices and determination by LPA that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the monthly progress reports do not provide adequate substantiation for the Services or LPA determines that the Services have not been properly completed. LPA will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

7. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of LPA, at Consultant's sole cost.

8. FINAL INVOICE AND PAYMENT

Upon completion of the Services under this Agreement, Consultant shall submit its final invoice to State identifying it as the final invoice. Upon receipt of final invoice and determination by LPA that the invoice and Progress Report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement, LPA will pay Consultant. The acceptance by Consultant of the final payment will constitute and operate as a release to LPA for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

9. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to the LPA a Notification of Completion Form DR39a. The form is available on the Department of Roads' website at <http://www.transportation.nebraska.gov/rfp/> and must be submitted electronically in accordance with the instructions on the form.

10. INELIGIBLE COSTS

LPA is not responsible for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in SECTION 6. NOTICE TO PROCEED AND COMPLETION SCHEDULE of this Agreement or as approved in writing by LPA.

11. FEDERAL AID AND COST PRINCIPLES

For performance of Services as specified in this Agreement, LPA will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations [48 CFR 31 \(Contract Cost Principles and Procedures\)](#).

12. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Consultant shall require any Subconsultant to notify Consultant if at any time the Subconsultant determines that its costs will exceed its negotiated fee estimate (over-run). Consultant shall not allow any Subconsultant costs to over-run without prior written approval of the LPA. Consultant understands that the amount of any Subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless prior written approval is obtained from LPA and, when applicable, Federal Highway Administration (FHWA).

13. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

LPA may request that Consultant provide Services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA decides that these Services may require an adjustment in costs, Consultant shall provide in writing:

- A. A description of the proposed services,
- B. An explanation of why Consultant believes that the proposed services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the Services.

Consultant must receive written approval from LPA before proceeding with the Out-of-Scope Services. Before written approval will be given by LPA, LPA must determine that the situation meets the following criteria:

- A. The proposed services are not within the original Scope of Services and additional work effort is required;

- B. The proposed services are within the scope of the Request for Proposal under which Consultant was selected and Agreement entered into; and
- C. It is in the best interest of LPA that the proposed services be performed under this Agreement.

Once the need for a modification has been established, the LPA will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – DR Form 251 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads' website at <http://www.transportation.nebraska.gov/rfp/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

14. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the LPA for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

15. AUDIT AND FINAL COST ADJUSTMENT– *This section has intentionally been left blank.*

16. CONSULTANT COST RECORD RETENTION

Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three (3) years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by LPA, State, FHWA, or any authorized representative of the federal government, and when requested, Consultant shall furnish copies.

A. Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Roads ("State") shall be named as Additional Insureds on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.
- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

C. Pollution Coverage –

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of

Consultant.

D. Automobile Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

E. Workers' Compensation –

- (1) Limits: Statutory coverage for the State where the project is located.
- (2) Employer's Liability limits:
 - a. \$100,000 Each Accident
 - b. \$100,000 Disease – Per Person
 - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State must be added to, or included in, the policy

F. Professional Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Claim
 - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

G. Electronic Data and Valuable Papers –

- (1) Limits of at least:
 - a. \$100,000 Electronic Data Processing Data and Media
 - b. \$25,000 Valuable Papers

H. Umbrella/Excess –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be provided.

I. Additional Requirements –

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an Accord (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant must forward any pertinent notice of cancelation or termination to LPA and State by mail to the address listed below (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The limits of coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility or liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

RESOLUTION
SIGNING OF PROFESSIONAL SERVICE AGREEMENT

Metropolitan Area Planning Agency
Resolution No. _____

Whereas: Metropolitan Area Planning Agency is developing a transportation project for which it intends to obtain Federal funds;

Whereas: Metropolitan Area Planning Agency as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: Metropolitan Area Planning Agency and Lovgren Marketing Group wish to enter into a Professional Services Agreement to provide planning services for the Federal-aid project.

Be It Resolved: by the Board of Directors of the Metropolitan Area Planning Agency that:

Greg Youell, Executive Director of the Metropolitan Area Planning Agency, is hereby authorized to sign the attached professional services agreement between Metropolitan Area Planning Agency, Nebraska and Lovgren Marketing Group.

NDOR Project Number: CM-D2(107)
NDOR Control Number: 22553
NDOR Project Description: CMAC Air Quality and Reduced Fare Program

Adopted this _____ day of _____, 2018 at _____ Nebraska.
(Month)

The Board of Directors of Metropolitan Area Planning Agency

_____	_____
_____	_____
_____	_____

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

**Omaha-Council Bluffs
Metropolitan Area Planning Agency
FY 2019 Consolidated Work Program**

Draft March 2018



FY - 2019 WORK PROGRAM ACTIVITIES

The following pages detail the work activities that MAPA and contract subrecipients will undertake in FY 2019 (July 1, 2018 through June 30, 2019). These activities are divided into Community Development Assistance (710) and Economic Development Assistance (720).

Community Development Assistance (710)

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

Previous Work

- Jurisdictional visits to determine local needs and aspirations
- Preparation of local plans and land use policies and ordinances
- Provide management assistance to local governments and other organizations
- Preparation of applications for financial assistance
- Management of financial assistance awarded

Work Activities

21. Jurisdictional Visits - Meet officials and other community representatives of each community within MAPA region. Document the needs and objectives of communities. Provide technical assistance on methods to address needs and implementing activities consistent with local objectives. Coordinate local activities with other regionally significant projects.
22. Local Planning Assistance - Provide local jurisdictions assistance with strategic, comprehensive, disaster mitigation, housing and community development, and downtown revitalization plans, and local land use ordinances and policy.
23. Local Management Assistance - Provide local jurisdictions with community management assistance (code enforcement, urban renewal and revitalization, demolition, etc.)
24. Grant Writing Assistance - Prepare financial assistance applications for local jurisdictions and other members to address established needs and to implement local plans and strategies. Focus will be placed on place making through downtown redevelopment, public infrastructure, housing rehabilitation and development, quality of life and recreational improvements, and hazard mitigation.
25. Grant Management - Contract for the administration of financial assistance awards to ensure compliance with state and federal requirements. This includes completion of environmental reviews, monitoring, procurement and labor standards compliance, financial and project managements, and reporting.

Ongoing Projects

Mills County Emergency Management Plan
Mills County Watershed Project Administration
Malvern 5-2-1-0 Program Administration
Pottawattamie County CITIES 2017 and 2018 Program Administration

Anticipated Projects

Hancock Sanitary Sewer CDBG Administration
Caron/Macedonia CDBG DTR Administration
JLUS - Phase III
CDBG water/sewer project - TBD
Community strategic plan - TBD
Community comp plan - TBD

Economic Development Assistance (720)

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

Previous Work

- Prepare and maintain CEDS
- Planning for distressed areas
- Assisting local jurisdictions with economic development activities
- Revolving loan fund administration
- Affordable housing

Work Activities

21. Economic Development Assistance - Prepare and maintain Certified Economic Development Strategy for the MAPA region including reporting and compliance management. Assist in the economic development planning with emphasis on economically distressed and low and moderate income areas. Assisting local jurisdictions with economic development studies and strategies, economic development financing and projects, manage revolving loan funds.
22. Housing Activities - Provide local jurisdictions assistance with housing needs assessments and studies. Securing financial assistance for housing rehabilitation, acquisition rehabilitation, and new housing construction with emphasis placed on affordable and workforce housing.

Ongoing Projects

CEDS Update
Revolving loan fund administration
Valley and Waterloo housing rehabilitation
Council Bluffs Housing Trust Fund Administration

Anticipated Projects

Blair workforce housing program
Blair/Herman housing rehabilitation
NDED housing capacity grant
North Omaha EDA planning grant
Assist UNO obtain university center EDA grant

MAPA FY - 2019 Program Budget Table

Work Activity		NE Affordable Housing Trust Fund						Event			Total Heartland 2050 - Non Federal Transportation		MAPA Total Budget
		EDA	Federal Disaster Programs		State Comm Dev	Contracts	Local Dues	Total Comm & Econ Development	Foundations & Grants	Registrations & Sponsorships	Local Dues		
MAPA Activities													
	Direct Personnel							331,660				172,850	1,416,830
	Direct Non-personnel							62,380				95,950	288,250
	Indirect							125,810				65,528	535,610
	Contracts - Passthrough							477,500				-	3,400,285
	Total							997,350				334,328	5,640,975
	200 UPWP and Federal Assurances	-			-		-	-				-	12,600
	210 Board and Committee Support	360			-		-	360				-	183,800
	220 Regional Transportation Planning	-			-		-	-				-	161,950
	230 TIP and Local Projects	-			-		-	-				-	129,190
	240 Communication and Public Involvement	-			240		-	240				-	174,300
	250 Regional Data, Mapping & Forecasting	-			-		-	-				-	276,352
	260 Environment and Energy	-			80		-	80				-	79,720
	270 Heartland 2050 - Transpiration Eligible							-				-	204,970
	280 Training and Education	14,220			-		-	14,220				-	90,690
	290 Management	90			8,910		-	9,000				-	82,580
	Subtotal MAPA Activities - Federal Share	70,000	35,000	-	-	-	-	105,000	-	-	-	-	1,405,107
	Subtotal MAPA Activities - State Share	-	-	25,000	81,000	-	-	106,000	-	-	-	-	106,000
	Subtotal MAPA Activities - Local Share	20,000	-	-	-	85,250	203,600	308,850	52,500	10,000	271,828	334,328	729,583
	Subtotal MAPA Activities	90,000	35,000	25,000	81,000	85,250	203,600	519,850	52,500	10,000	271,828	334,328	2,240,690
Contracts and Subrecipients													
	22001 LRTP Support							-					125,000
	22001 Survey							-					15,000
	23006 Bellevue Bridge Study							-					112,500
	23000 Eppley Corridor Connector Study	187,500						187,500					375,000
	25003 On-Call Modeling							-					35,000
	26001 Little Steps Big Impact Education Campaign							-					200,000
	26001 Little Steps Big Active Commuting Outreach							-					155,000
	27001 Heartland 2050 Mini Grants - FY19							-					225,000
	27001 Heartland 2050 Mini Grants - Carryover							-					250,000
	27006 Heartland 2050 Railvolution Site Visit							-					87,500
	27003 Transit ROI Assessment							-					100,000
	31001 5310 Subrecipients							-					720,000
	31001 Planning Local Subrecipients							-					414,285
	Aerial Photography							-					296,000
	72022 Owner Occupied Housing Rehab			290,000				290,000					290,000
		187,500	-	290,000	-	-	-						
	Subtotal Contracts & Subrecipients - Federal Share	150,000						150,000					2,084,500
	Subtotal Contracts & Subrecipients - State Share			290,000				290,000					345,000
	Subtotal Contracts & Subrecipients- Local Share	37,500						37,500					970,785
	Subtotal Contracts & Subrecipients	187,500	-	290,000	-	-	-	477,500					3,400,285
	Total Federal Share	220,000	35,000					255,000	-			-	3,489,607
	Total State Share			315,000	81,000			396,000	-			-	451,000
	Total Local Share	57,500				85,250	203,600	346,350	52,500	10,000	271,828	334,328	1,700,368
	Total Activities	277,500	35,000	315,000	81,000	85,250	203,600	997,350	52,500	10,000	271,828	334,328	5,640,975
Match Funding													
	Local/Subrecipient Cash	57,500					203,600	261,100			271,828	271,828	687,333
	State Funding			315,000	81,000			396,000				-	451,000
	Contracts					85,250		85,250		10,000		10,000	95,250
	Heartland 2050 Foundation Cash							-	52,500			52,500	122,500
	Aerial Photography Match							-				-	296,000
	In-kind Match							-				-	499,285
	Total Match	57,500	-	315,000	81,000	85,250	203,600	742,350	52,500	10,000	271,828	334,328	2,151,368
	Match %	21%	0%	100%	100%	100%	100%	74%				100%	38%



Connect. Plan. Thrive.

2018-2021

Title VI and ADA Plan and Procedure

Title VI Guidelines and Complaint Procedure

Americans With Disability Act

Limited English Proficiency Guidelines

Environmental Justice Guidelines and Area Analysis

Table of Contents

Contents

CHAPTER 1 – INTRODUCTION	3
Agency Overview	3
What is an MPO?	3
Title VI and ADA, how they affect you	4
Updates & Amendments to MAPA's Title VI	4
Outline of MAPA's Title VI Plan	Error! Bookmark not defined.
• Chapter 1	Error! Bookmark not defined.
• Chapter 2	Error! Bookmark not defined.
• Chapter 3	Error! Bookmark not defined.
• Chapter 4	Error! Bookmark not defined.
• Chapter 5	Error! Bookmark not defined.
CHAPTER 2 - TRANSPORTATION PLANNING PROCESS	5
Introduction	5
MAPA's Committee Structure	6
MAPA's Planning Process	7
Demographic Profile	8
Population 65 Years of Age and Older	9
Population Living in Poverty	10
Zero Vehicle Households	11
Environmental Justice Analysis	12
Evaluation of Programmed Projects	12
Project Selection Criteria	13
CHAPTER 3 – TITLE VI GENERAL REQUIREMENTS	14
Overview	14
Responsibilities of the Title VI Coordinator	14
Title VI Complaint Procedure	16
Title VI Notification for Sub-Recipients	19
Sub-Recipient Monitoring and Pass through Procedures	20
Program Report	21
Public Participation Outreach for Historically Disadvantaged Populations	21
CHAPTER 4 – AMERICANS WITH DISABILITIES ACT GENERAL REQUIREMENTS	23
Overview & Notice	23
Authorities	24
Disabled Population Demographics	26
Grievance Procedure	27
ADA Coordinator Responsibilities	28

Americans with Disabilities Act (ADA) Self-Assessment	29
CHAPTER 5 – LIMITED ENGLISH PROFICIENCY	31
Overview	31
Four – Factor Analysis.....	34
Factor 1 – Number and Proportion of LEP Persons in the MAPA Region.....	34
Factor 2 – Frequency of Contact with MAPA's Programs and Services.....	37
Factor 3 – Nature and Importance of MAPA's Activities or Programs	38
Factor 4 – Availability of Resources and Accommodation Costs	38
APPENDICES	40
Appendix A: Title VI Complaint Form	41
Appendix B: Summary of Comments	45

Chapter 1 – Introduction

Agency Overview

The Metropolitan Area Planning Agency (MAPA) is the designated metropolitan planning organization (MPO) for transportation planning in the Omaha-Council Bluffs area. MAPA receives federal funding from the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Environmental Protection Agency (EPA), the US Department of Housing and Urban Development (HUD) and other state and federal agencies related to metropolitan planning.

MAPA's transportation planning process implements the three C's of transportation planning – Continuing, Cooperative, and Comprehensive planning – to involve residents in the planning process in an ongoing and inclusive manner. Federal regulations that apply to the MAPA planning processes and are incorporated into all MAPA planning activities are listed in the sidebar. Specific accommodation policies stating how regulations are implemented are discussed in the throughout the plan and MAPA's Title VI Policy Statement is also detailed in the sidebar to the right.

Additionally, MAPA has outlined the complaint process for both Title VI and ADA in this document. If a person feels he/she has been discriminated against by MAPA or as a part of a MAPA program, the guidance in Chapter 3 provides specific recourse to those individuals.

What is an MPO?

Metropolitan Planning Organizations (MPOs) are organizations designated by the federal government to be responsible for transportation planning and project selection in a particular region. MPOs provide a forum for cooperative decision making for the metropolitan planning area. The governor

MAPA's Civil Rights Policy

MAPA assures that no person shall on the grounds of race, color, national origin, age, disability/handicap or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. MAPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that MAPA distributes Federal aid funds to another entity, MAPA will include Title VI language in all written agreements and will monitor for compliance.

MAPA's Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Executive Director



MAPA Title VI Policy & Procedure

designates an MPO in every urbanized area with a population of more than 50,000. MAPA has been designated as the MPO for the Omaha-Council Bluffs region by the governors of both Nebraska and Iowa.

Title VI and ADA, how they affect you

All agencies that receive federal funds, including MAPA, must adhere to the standards set by these legislations. A list of the applicable acts and orders are as follows:

- Title VI
- Americans with Disabilities Act (ADA)
- The Rehabilitation Act
- The Federal-Aid Highway Act
- The Age Discrimination Act
- The Civil Rights Restoration Act
- Executive Order 12250
- Executive Order 12898
- Executive Order 13166

Updates & Amendments to MAPA's Title VI

Title VI plans are updated every 3 years by MPOs to stay current with all relevant Federal, State, and local legislation.

All of MAPA's documents follow a specific procedure for stakeholder and public participation; the requirements for MAPA's Title VI plan are outlined in Figure 1.1 below.

The document approval process includes at least one resource agency meeting where



Figure 1.1 – Overview of Public Participation Plan Requirements for Title VI Planning

relevant agencies and organizations in the community can meet with staff and review the new Title VI plan and make suggestions before it goes a public comment. After the resource meeting agency meeting is held, MAPA's two transportation sub-committees– the Transportation Technical Advisory Committee (TTAC) makes recommendations.

MAPA staff incorporate any recommendations made by resource agencies or MAPA sub-committees before the MAPA Board releases the document to the public for comment. The

TITLE VI

"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

ADA

Under the ADA all reasonable accommodations must be made for persons with disabilities to participate in all public activities and the planning process.

new plan is posted online and at the MAPA office for public review and comment for 30 days, these comments will then be included in the appendices of the plan and staff will work to implement suggestions. After the public comment period the plan will again go to the Technical Transportation Committee (TTAC), and the MAPA Board for final approval and adoption.

A summary of the comments received about the development of this plan are included in Appendix B.

Chapter 2 - Transportation Planning Process

Introduction

MAPA undertakes many regional planning initiatives related to land use, economic development, transportation, and other public facilities such as recreation, sanitary sewer, and water supply each year. Planning for complex needs like transportation systems, beneficial recreations, and high-quality natural environment simply cannot be done well without working together. This emphasis on regionalism is critical to the success of MAPA, its member entities, and to ensuring that all residents have the opportunity to fully participate in the planning process.

As a Metropolitan Planning Organization (MPO), MAPA works with federal, state, and local agencies and citizens to coordinate transportation planning at the regional level for the Omaha Metropolitan Area. MAPA receives federal funds to develop regional transportation plans and programs and to coordinate technical and policy studies on transportation and other programs.

The MAPA Transportation Management Area (TMA), which is the same as the MPO boundary, is comprised of Douglas, Sarpy, and eastern Pottawattamie County. The TMA is the region in which MAPA is responsible for short- and long-range transportation planning and for allocating Federal Funding to transportation projects. The boundaries MAPA TMA is illustrated in Figure 2.1.

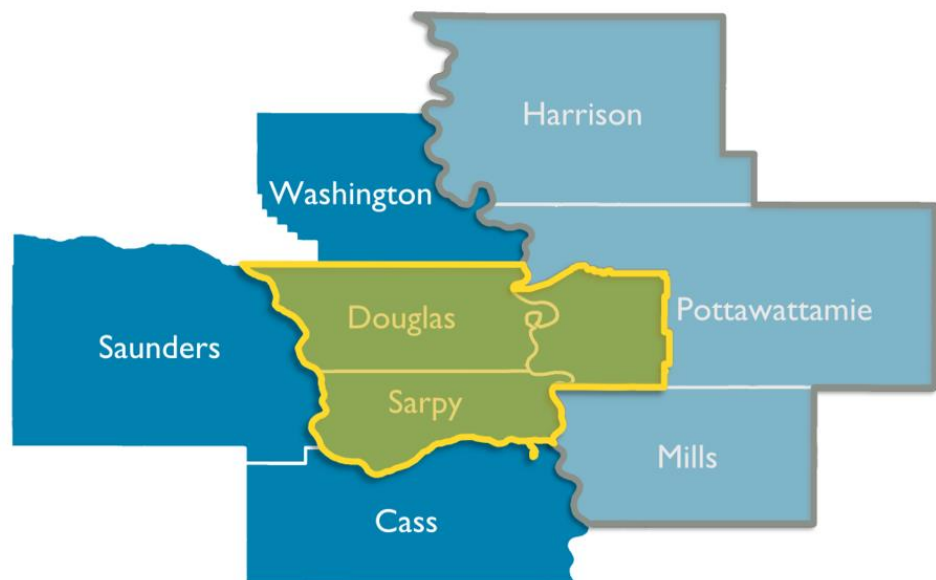


Figure 2.1 – MAPA Region

MAPA Title VI Policy & Procedure

The sidebar includes a summary of important planning products and stakeholder groups through which MAPA develops plans and studies. A more detailed discussion of MAPA's committee structure is included in the next section of this chapter.

MAPA's Committee Structure

MAPA's Transportation Planning Process is guided by a committee structure of local elected officials, local governmental staff, non-profits, advocacy groups, and community members. An organizational chart of MAPA's MPO committee structure is included in Figure 2.2 to the right. The MAPA Board of Directors serves as the Policy Board for the MAPA MPO, and constitutes final approval of all plans, policies, and regular business of the agency. Decisions by the MAPA Board are informed by recommendations from the Transportation Technical Advisory Committee (TTAC).

Important Transportation Planning Documents

Long Range Transportation Plan

Transportation Improvement Program

Unified Planning Work Program

Traffic Reports

Public Participation Plan

Title VI Plan

Stakeholder Groups

Transportation Technical Advisory Committee (TTAC)

Project Selection Committee (ProSeCom)

Coordinated Transit Committee (CTC)

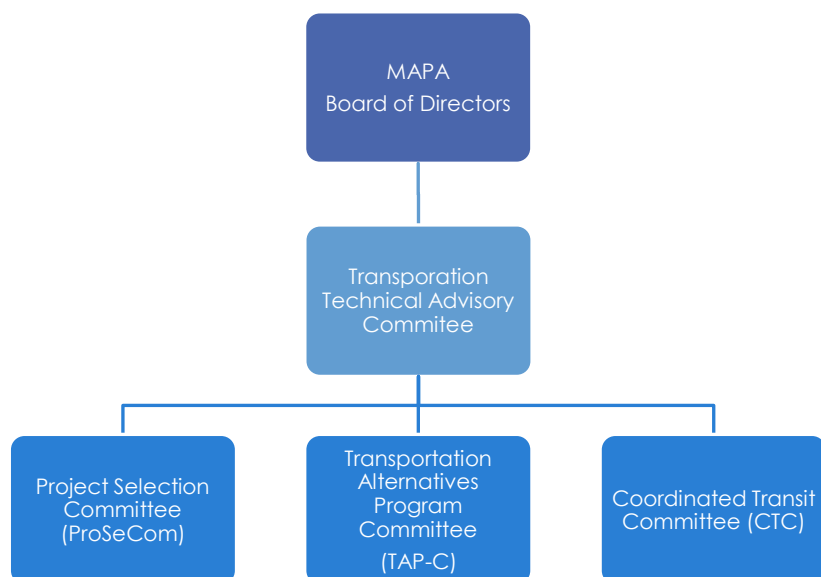


Figure 2.2 – MAPA Committee Structure

The TTAC is comprised of transportation engineers and planners from member communities, state DOT representatives, and local transit officials. This group provides key input into the development of MAPA's plans, project selection, and the development of transportation-related policies for the Omaha-Council Bluffs region.

MAPA has three standing project selection committees to make recommendations to TTAC about the region's federal funding. The project selection sub-committees include the Project Selection Committee (composed of TTAC members), the Coordinated Transit Committee (includes human

service and para-transit agencies, and the Transportation Alternatives Program Committee (involves engineers, bike/pedestrian advocates, and planners) make recommendations to the TTAC.

MAPA's Planning Process

MAPA strives to ensure that all its activities reflect the ideal *Comprehensive, Cooperative, and Continuing* planning process. These "Three C's" provide a framework for understanding the importance of early and continuous engagement of the public throughout the planning process. Each of these characteristics is defined in the list below:

- *Comprehensive* – Consideration of all possible factors and relevant information.
- *Cooperative* – Involving input from as many aspects of the communities effected as possible.
- *Continuing* – To sustain an ongoing development and review decisions to ensure continued relevance.

The MAPA Public Participation Plan identifies specific strategies and processes for each major planning document that MAPA develops. However, the general process for plan development is quite similar and is described in Figure 2.3 below. This approach emphasizes the need for early and continuous engagement from stakeholders and the public. Providing ample time for feedback in the planning process ensures open and full participation is possible for all residents of the MAPA region.

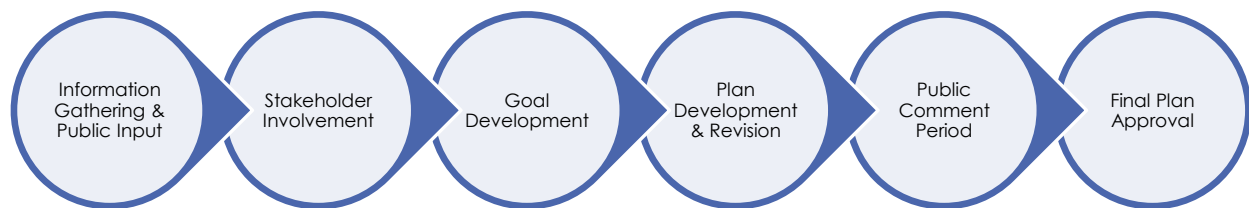


Figure 2.3 – Overview of the MAPA Planning Process

Demographic Profile

There are many different segments of the population that are important to consider as a part of the transportation planning process. A summary of each of the groups listed below are detailed in the demographic profile that follows:

- Elderly Population (Population 65 and Older)
- Disabled Population
- Population Living in Poverty
- Zero-Vehicle Households (no access to a vehicle)

Population 65 Years of Age and Older

Table 2.1 provides a summary of the population

65 years of age and older in the Omaha-

Council Bluffs Metro area. Of the 97,000

people over the age of 65 in the MAPA

region, many are concentrated outside of

the urban core. This distribution poses a unique challenge to the transportation network for the area since many of the elderly are no longer able to drive or have restriction on their driving, such as being unable or unwilling to drive at night. Figure 2.4 (below) shows the geographic distribution of the population over 65 years of age.

Metro Transit provides both fixed route transit service and demand response service to the smaller outlying communities which have large pockets of those over 65 have limited or no transit service available. MAPA's Coordinated Transit Committee works with local stakeholders and non-profit transit providers to expand the mobility of elderly and disabled populations with limited mobility.

Total TMA Population	Over 65	Percent
924,495	97,000	11.25%

Table 2.1 – TMA Population Over 65 Years of Age

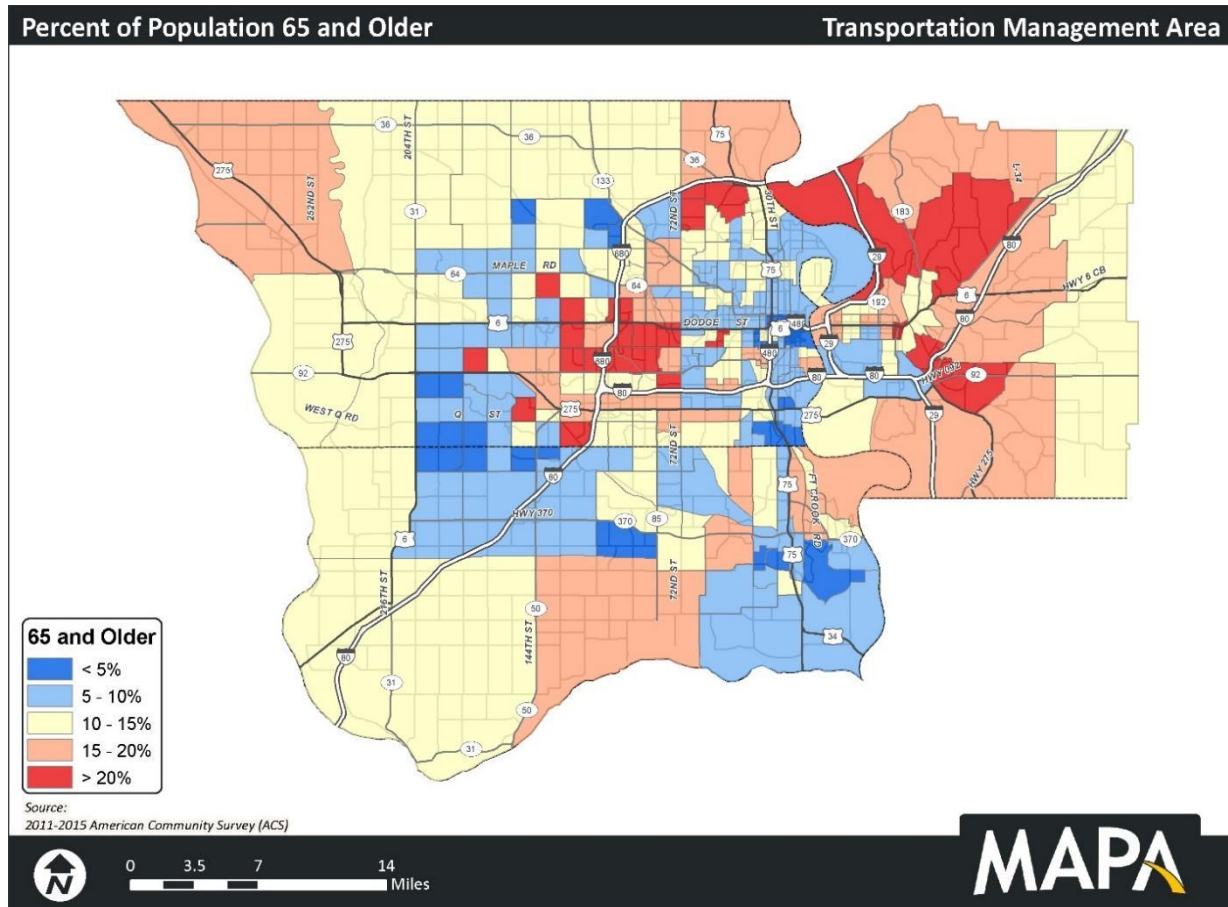


Figure 2.4 – TMA Population Over 65 Years of Age

MAPA Title VI Policy & Procedure

Population Living in Poverty

Table 2.3 to the right shows the population living in poverty in the MAPA region. There are approximately 100,000 people living at or below the poverty line. The highest concentrations of these low-income individuals are found within Northeastern Omaha. The geographic distribution of residents in poverty within the MAPA region is illustrated in Figure 2.6 below.

Total Population	Population in Poverty	Percent
924,495	93,520	10.3%

Table 2.3 – TMA Population in Poverty

For populations in poverty in Omaha, access to job centers is a critical need. The area of Northeast Omaha that has the highest concentration of poverty is very well served by transit at present. Additionally, smaller pockets of concentrated poverty in South Omaha are also well-served by the existing transit service provided by Metro.

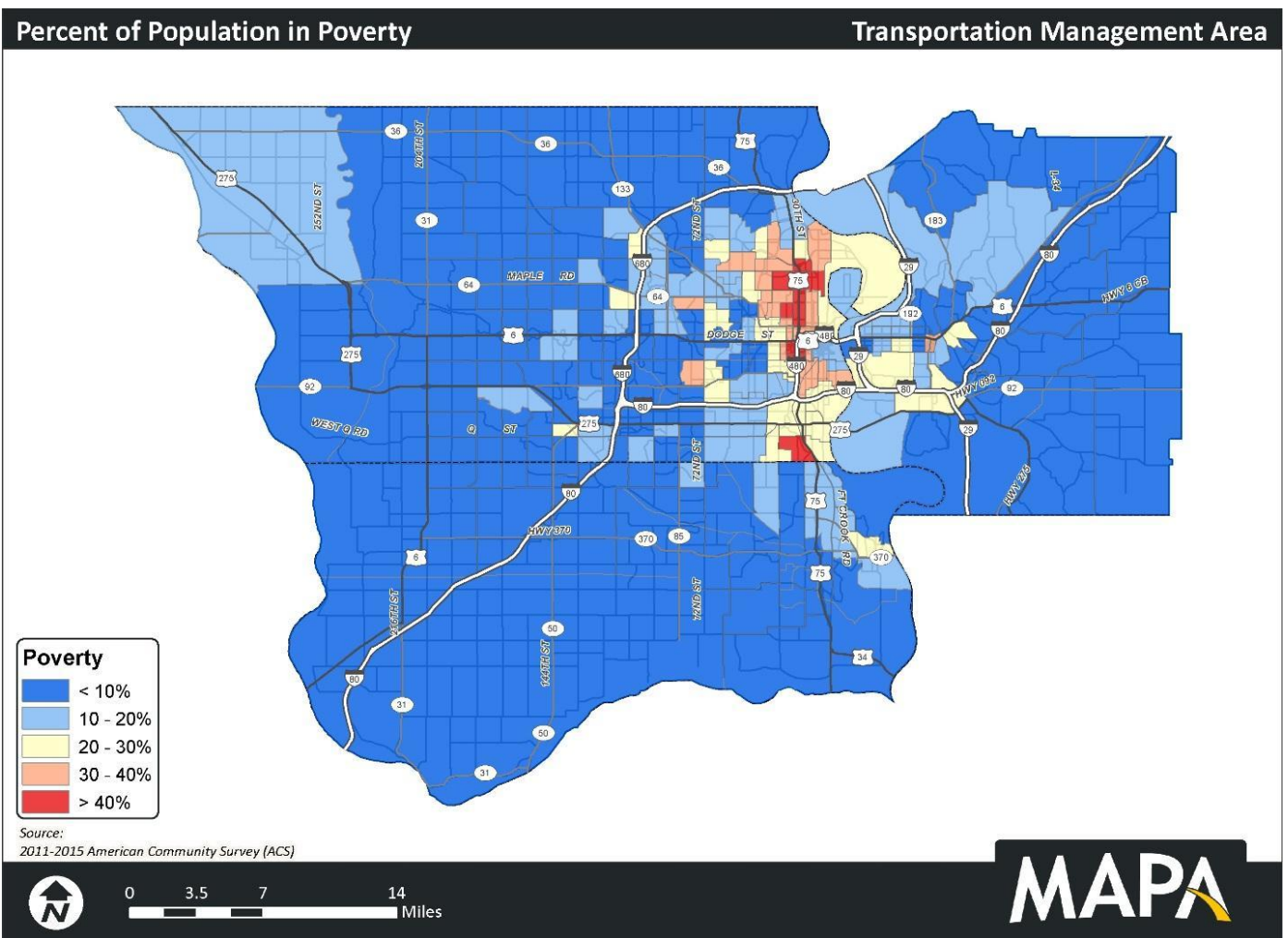


Figure 2.6 – TMA Population in Poverty

Zero Vehicle Households

Table 2.4 shows the number of households in the Omaha area that do not own a vehicle, approximately 22,200. Much like the

Total Households	Zero vehicle households	Percent
352,723		

Table 2.4 – MAPA TMA Zero Vehicle Households

poverty statistics previously discussed, the highest concentrations of Zero Vehicle Households are found in eastern Omaha within the city's urban core. The absence of an automobile in a household can create serious limitations on the mobility of residents. Fortunately, within the MAPA region, high concentrations of those without access to are within areas of the metro that are well-served by transit– providing access to the transportation network. Figure 2.7 illustrates the distribution of zero-vehicle households throughout the MAPA region.

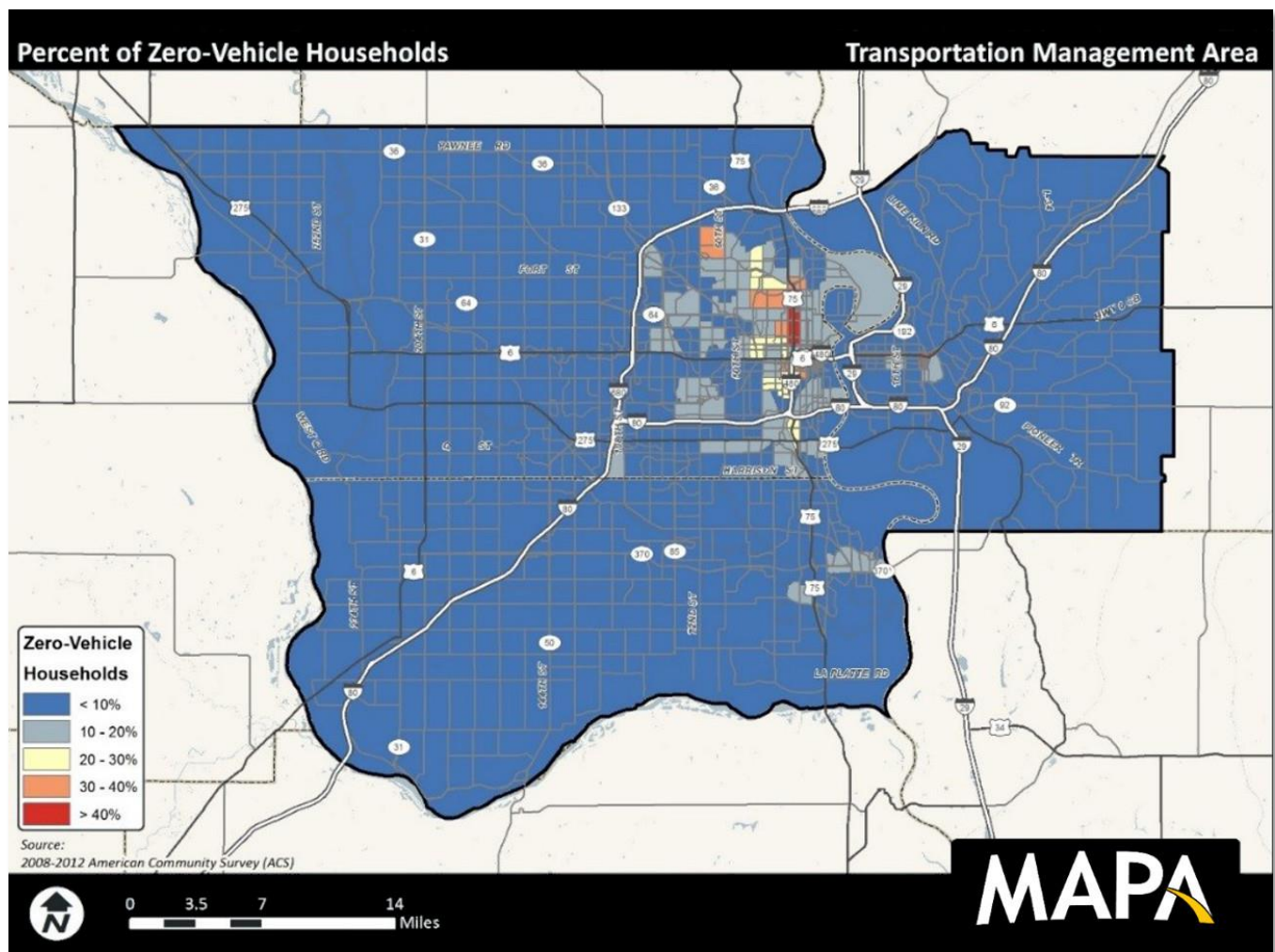


Figure 2.7 – MAPA TMA Zero Vehicle Households

Environmental Justice Analysis

Evaluation of Programmed Projects

Currently MAPA performs Environmental Justice (EJ) analysis on all projects in its Transportation Improvement Program and Long Range Transportation Plan. This analysis looks at several factors including how much money has been spent in EJ areas, the potential negative impacts of projects located in and around EJ areas, as well as the potential benefits to these communities from projects in and around them.

To identify environmental justice areas MAPA uses census data to determine where there are disproportionally large populations of minority, low-income, and zero vehicle households. These areas are deemed environmentally sensitive and form the basis for additional analyses of burdens and benefits.

In past years, MAPA has attempted to identify the amount of funding that was programmed in the TIP which makes a direct impact to EJ areas. This analysis was conducted by mapping the location of TIP projects and then measuring their proximity to EJ areas. For projects that fall completely within an EJ area, all of the funding would be noted as benefiting EJ populations. Projects that partially fall within an EJ are counted based on the proportion of the project that directly impacts the EJ area. This process has worked well in measuring and ensuring that funding is distributed equitably throughout the region.

At present, MAPA is working to develop measures of mobility and accessibility for EJ populations as well. Ultimately, these measures will be used to analyze and measure the distribution of travel time and regional mobility for EJ and non-EJ populations. Because EJ populations benefit greatly from the existing transit network, measurements of transit mobility may provide a clearer picture of the TIP program's impact on EJ populations. A summary of these proposed measures is included in Table 2.5 below.

Measures	Method	Data Source
Mobility of EJ and Non-EJ Populations	Geographic analysis of travel time and transit travel time	MAPA Travel Demand Model; Metro Comprehensive Operations Analysis
Accessibility of EJ and Non-EJ Populations	Identification of census tracts with statistically-significantly higher proportions of non-vehicle households; expand designated EJ areas to include entire transit-shed and Census tracts with high proportions of non-vehicle households	2010 United States Census, Transportation Improvement Programs, Metro Transit Operational data

Table 2.5 – Proposed Measures of Transportation Equity

Project Selection Criteria

In addition to analyzing the Environmental Justice impacts of projects within the TIP, the impacts of projects on EJ populations are also considered at the time of selection. MAPA has developed project selection criteria for each of the three federal funding programs which it administers. These programs are listed below:

- Surface Transportation Program (STP)
- Transportation Alternatives Program (TAP)
- Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310)

Each of these programs takes the project's impacts on Environmental Justice into account, and provides additional points for projects demonstrating a benefit to EJ populations. As such, projects with clear benefits to EJ populations would score higher than similar projects without such benefits.

The Demographic Profile in this Chapter illustrates that Environmental Justice populations are generally those who face other mobility issues as well– including lack of access to a vehicle. In this way, MAPA's project selection criteria help demonstrate the agency's commitment to understanding the needs of the EJ population and ensuring that those needs are considered when funding is allocated to projects.

Chapter 3 – Title VI General Requirements

Overview

The MAPA Executive Director is responsible for the overall implementation of the agency's Title VI program. The Title VI Coordinator is responsible for initiating and monitoring Title VI and ADA activities, collecting information and documentation from staff regarding Title VI compliance, preparing reports and other responsibilities as required.

MAPA has designated the two members of the MAPA staff– one in the Community & Economic Development Department and one in the Transportation Department– to fulfill the duties of the Title VI Coordinator. As a part of these responsibilities, both staff members will work closely with the Executive Director and Program Director to ensure all are aware of the Title VI requirements and that the requirements are incorporated into the planning efforts, as described more fully in this plan.

Both Title VI Coordinators will coordinate closely with the Executive Director and Administrative Services Director in the response to complaints, development of reports and any subsequent updates to MAPA's Title VI Plans and Policies.

Responsibilities of the Title VI Coordinator

The responsibilities of the Title VI Coordinators constitute the overarching framework of MAPA's Title VI Program. These responsibilities apply both to the day-to-day management of administrative affairs related to Title VI and the implementation of programs specific to outreach and training programs. These responsibilities are illustrated in Figure 3.1 (next page) as well.

- A. **Program Administration.** Administer the Title VI program and coordinate implementation of the plan between MAPA departments. Ensure compliance with the assurances, policy, and program objectives. This includes performing Title VI program reviews to assess administrative procedures, staffing, and resources and provide recommendations as required to the Executive Director.
- B. **Complaints.** Review written Title VI complaints that may be received by MAPA following the adopted procedural guidelines. Ensure every effort is made to resolve complaints informally at the local or regional level.
- C. **Data Collection.** Review the statistical data gathering process performed by Transportation Department staff periodically to ensure sufficiency of data for meeting the requirements of Title VI program administration.
- D. **Environmental Review Requirements.** Ensure that available census data are included as a part of all NEPA Documentation for projects receiving Federal Highway Administration or other Federal assistance.
- E. **Training Programs.** Conduct or facilitate training programs on Title VI issues and regulations for MAPA employees and facilitate Title VI training for appropriate staff, contractors and sub-recipients. A summary of training conducted will be reported in the annual update.

- F. *Title VI Plan Update*. Review and update the MAPA Title VI Plan as needed or required. Present updated plan to the Executive Director for approval and to submit the amended Plan to NDOR.
- G. *Annual Accomplishment Report*. Prepare an annual report of Title VI accomplishments and changes to the program in the preceding Federal fiscal year and identify goals and objectives for the upcoming year as required by July 31 of each year.
- H. *Public Dissemination*. Work with MAPA departmental staff to develop and disseminate Title VI program information to MAPA employees and sub-recipients, including contractors, subcontractors, consultants, and sub-consultants and beneficiaries, as well as the general public. Public dissemination may include postings of official statements, inclusion of Title VI language in contracts or other agreements, website postings, and annual publication of MAPA's Title VI Policy Statement in newspaper(s) having a general circulation, and informational brochures. Ensure public service announcements or notices are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community. Ensure the full utilization of available minority publications or media and, where appropriate, provide written or verbal information in languages other than English.
- I. *Elimination of Discrimination*. Recommend procedures to identify and eliminate discrimination that may be discovered in any MAPA processes.
- J. *Maintain Legislative and Procedural Information*. Federal laws, rules and regulations, NDOR and IDOT guidelines, the current MAPA Title VI Plan, Annual Accomplishment Reports, and other resource information pertaining to the implementation and administration of the MAPA's Title VI program will be maintained and updated by the Coordinators. Information will be made available to other Local Public Agencies or the public as requested or required.

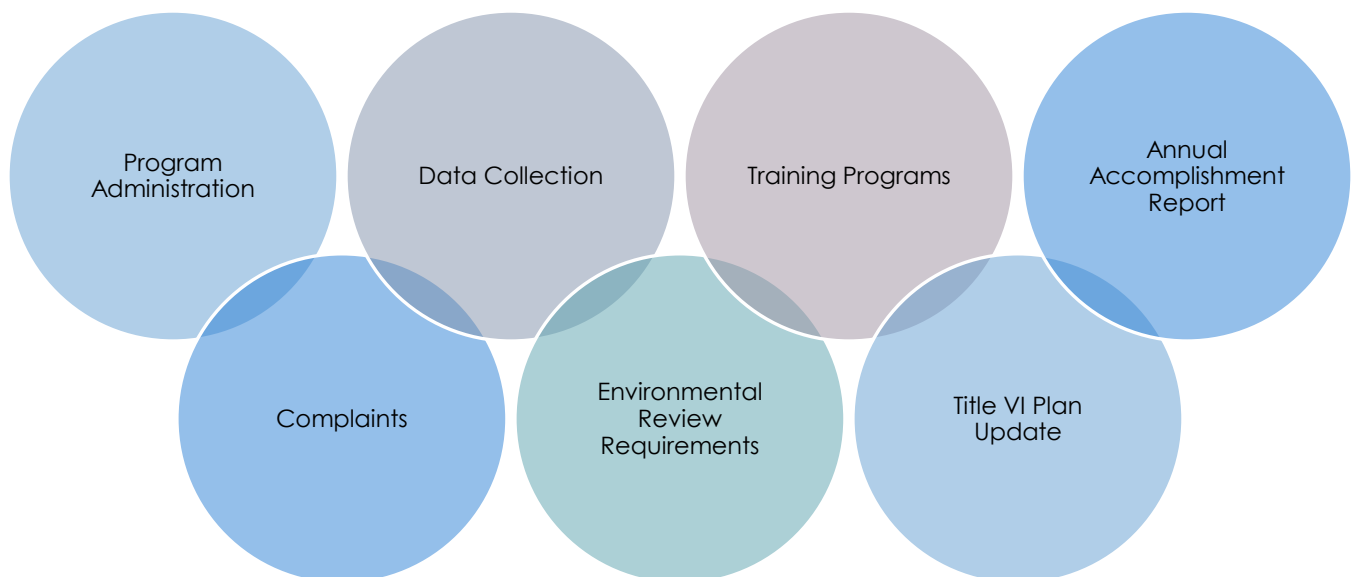


Figure 3.1 – Overview of Title VI Coordinator Responsibilities

Title VI Complaint Procedure

MAPA has instituted a complaint procedure for any person who believes that he or she, on the basis of race, color, national origin, gender, or disability has been excluded from or denied the benefits of, or subjected to discrimination by MAPA or its sub recipients, consultants, and/or contractors. This complaint procedure applies to matters related to Title VI, ADA, or LEP.

These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies, or to seek private counsel for complaints alleging discrimination. These procedures are part of an administrative process that does not provide for remedies that include punitive damages or compensatory remuneration for the complainant. MAPA is committed to finding a satisfactory resolution for all complaints that it receives. The option of informal internal mediation meeting(s) between the affected parties and the Title VI coordinator may be used for resolution, at any stage of the process.

The Title VI Coordinators will make every effort to pursue a timely resolution to the complaint. Initial interviews with the complainant and the respondent, if applicable, will request information regarding specifically requested relief and settlement opportunities. A brief description of MAPA's Title VI complaint procedure is illustrated in Figure 3.2 and copy of MAPA's Title VI complaint form is provided as Appendix A.

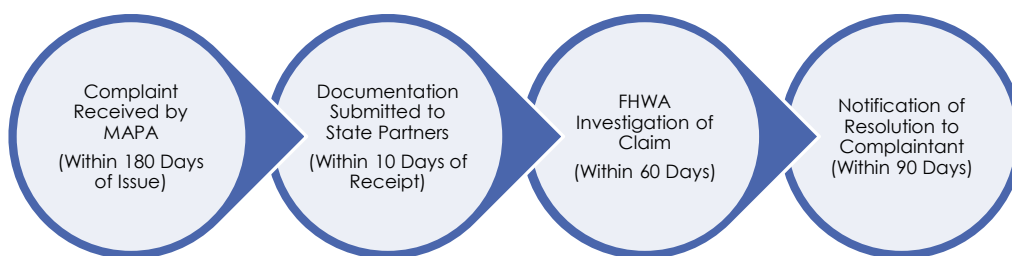


Figure 3.2 – Overview of MAPA Title VI Complaint Procedure

MAPA's Title VI Complaint Steps, Contact Information for Partners, and Milestones:

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with MAPA. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the MAPA's Title VI Coordinator for review and action.

Contact Information for MAPA's Title VI Coordinator are included below:

Metropolitan Area Planning Agency
Title VI Coordinator
2222 Cumming Street
Omaha, NE 68102
(402) 444-6866 x216
titlevi@mapacog.org

2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than **180 days** after:
 - a. The date of alleged act of discrimination; or
 - b. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.In either case, the MAPA may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.
3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of MAPA, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to MAPA's investigative procedures.
4. Within **10 days**, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of procedures to be followed, and advise the complainant of other avenues of redress available, such as NDOR, IDOT, and FHWA Division Offices.
5. MAPA will advise NDOR and/or IDOT within **10 days** of receipt of the allegations. Generally, the following information will be included in every notification to State DOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by MAPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions MAPA has taken or proposed to resolve the issue raised in the complaint.
6. The State DOT will forward the complaint to FHWA. The FHWA Office of Civil Rights will determine the appropriate individual and/or organization to conduct the investigation.
7. Within **60 days**, the FHWA Office of Civil Rights (or its designee) will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Executive Director of MAPA. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
8. Within **90 days** of receipt of the complaint, the FHWA Office of Civil Rights (or its designee) will notify the complainant in writing of the final decision reached, including

the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with NDOR, IDOT, and/or USDOT, if they are dissatisfied with the final decision. The Title VI Coordinator will also provide the State DOT with a copy of this decision and summary of findings upon completion of the investigation.

9. Any complaints received against MAPA should immediately be forwarded to IDOT or NDOR for investigation. MAPA will not investigate any complaint in which it has been named in the complaint.
10. Title VI comments for each state and FHWA Division Office are as follows:

Nebraska Department of Roads
Human Resources, Title VI Program
1500 Highway 2, P.O. Box 94759
Lincoln, NE 68509-4759
(402) 479-4870

Iowa Department of Transportation
Office of Employee Services
Civil Rights Coordinator
800 Lincoln Way
Ames, Iowa 50010
(515)-239-1921

Federal Highway Administration
Nebraska Division Office
100 Centennial Mall North
Lincoln, NE 68508
(402) 437-5765

Federal Highway Administration
Iowa Division Office
105 6th Street
Ames, IA 50010
(515) 233-7300

Title VI Notification for Sub-Recipients

In order for the goals of Title VI of the Civil Rights Act to be fully realized, the general public and MAPA's partners must be fully aware of protections afforded by the law. MAPA and sub recipients provide information to the public regarding Title VI obligations through the following actions:

1. Posting the agency's policy statement regarding Title VI on the website along with the compliant procedure and Title VI and LEP brochures to the MAPA website.
2. MAPA utilizes Title VI brochures developed by NDOR and IDOT to communicate the specific protections and obligations of MAPA.
3. MAPA inserts the preferred, or abbreviated, "Notice to the Public" in all significant publications that are distributed to the public. The preferred notice is also posted in MAPA's office lobby. Both notifications are included in the box to the right.

Preferred Notification

The Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities.

Title VI requires that no person in the United States of America shall, on the grounds of race, color, sex, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which MAPA receives federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with MAPA. Any such complaint must be in writing and filed with MAPA's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.

For more information, or to obtain a Title VI Discrimination Complaint Form, please see our web site at <http://mapacog.org/equity> or call (402) 444-6866

Abbreviated Notification

MAPA fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. MAPA operates its programs without regard to race, color and national origin.

For more information, or to obtain a Title VI Complaint Form, see <http://mapacog.org/equity> or call (402) 444-6866

Sub-Recipient Monitoring and Pass through Procedures

MAPA allocates significant amounts of federal-aid to sub-recipients for various transportation planning activities. Each of these “pass-through” agreements is subject to the federal and state Civil Rights requirements described in this plan.

In order to ensure that all applicable requirements are met, MAPA has developed the following procedure to monitor sub-recipient compliance and issue remedial actions to non-complaint sub-recipients:

- A. *Title VI Review of Sub-recipients of Federal-Aid Highway Funds.* The Coordinator will assist State DOTs to periodically conduct Title VI compliance reviews. MAPA staff will review select recipients of Federal-aid highway or other Federal funds, to ensure adherence to Title VI requirements. MAPA will periodically confirm that operational guidelines provided to consultants, contractors, and sub-recipients (including Title VI language, provisions, and related requirements) are effective and appropriate. Additionally, Title VI assurances and provisional language will be included in all federally-funded consultant contracts.
- B. *Post-Grant Reviews.* MAPA, in cooperation with state and federal partners, will conduct Post-Grant reviews of select projects to ensure compliance with the requirements noted above.
- C. *Remedial Action.* When irregularities occur in the administration of Federal-aid highway programs at MAPA or a sub-recipient, corrective action will be taken to resolve identified Title VI issues. MAPA will seek the cooperation of the consultant, contractor or sub-recipient in correcting deficiencies found during the periodic reviews described. MAPA will provide technical assistance and guidance, upon request, to support voluntarily compliance by the sub-recipient. When conducting Title VI compliance reviews, MAPA will document any recommended remedial action agreed upon by MAPA and the sub-recipient, and provide a copy of the letter to state and federal partners within a period not to exceed **45 days**.
 - Sub-recipients found to be in non-compliance will be given a reasonable time up to **90 days** after receipt of the remedial action letter to voluntarily correct deficiencies. When a sub-recipient fails or refuses to voluntarily comply with requirements within the allotted time frame, MAPA will submit copies of the case file and a recommendation that the sub-recipient be found in noncompliance to State DOTs and FHWA.
 - A follow-up review will be conducted within **180 days** of the initial review will be conducted to ascertain if the sub-recipient has corrected deficiencies by earlier reviews. If the sub-recipient refuses to comply, MAPA and State DOTs may initiate sanctions as per 49 CFR 21 with FHWA's concurrence.

Program Report

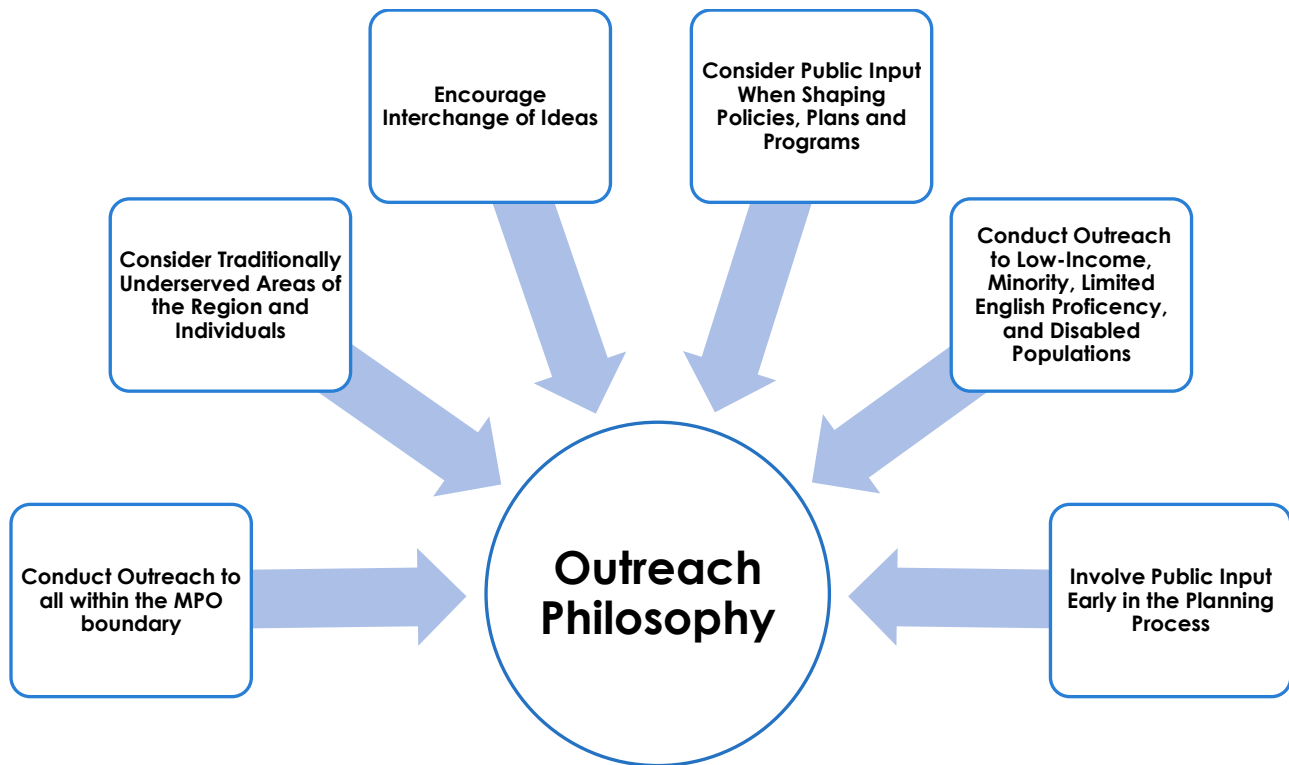
To date, MAPA has not received any complaints through its Title VI Complaint Process. Any future complaints and their resolution will be noted in this section as a part of future updates to this Title VI plan– including any applicable legal actions taken against MAPA.

Public Participation Outreach for Historically Disadvantaged Populations

Public participation is an important part of government decisions affecting many aspects of our lives. MAPA believes that having people participate in its work can help to accomplish positive improvements within the community and give people input in the planning process.

In general, MAPA's outreach philosophy seeks to maximize opportunities for the public to be involved in its planning initiatives. The specific elements of the agency's outreach philosophy are displayed in Figure 3.3 (next page) and described in more detail in the list that follows.

Figure 3.3 – Overview of MAPA's Public Participation Outreach Philosophy



Many of these elements of MAPA's Outreach Philosophy are designed to encourage and increase inclusion of historically-disadvantaged populations within the MAPA region. Specific strategies from MAPA's Public Participation Plan to improve outreach efforts and increase the

engagement of these communities are summarized below. The main goals of MAPA's planning process concerning historically disadvantaged populations are:

- Ensure full and fair participation by all communities affected potentially in the transportation decision-making process.
- Avoid, minimize or mitigate disproportionately high and adverse human health or environmental effects, including social and economic effects, of programs, policies and activities on minority populations and low-income populations
- Prevent the denial of, reduction of, or significant delay in the receipt of transportation benefits by minority and low-income populations.
- MAPA targets low-income and limited-English proficient populations with specific outreach in community centers, schools, faith-based institutions and businesses that are located in census tracts that have a high concentration of minority and/or low-income populations.
- As a supplement to general public announcements in newspapers and online, MAPA contacts persons/agencies representing low-income and minority populations via telephone and/or email.
- MAPA asks these contacts to post the materials in common areas or include in newsletters in order to target these populations specifically.

Chapter 4 – Americans with Disabilities Act General Requirements

Overview & Notice

MAPA, in accordance with the requirements of Title II of the American with Disabilities Act of 1990 (ADA) will not discriminate against qualified individuals with disabilities on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations.

Employment: MAPA does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA and Section 504 of the Rehabilitation Act of 1973.

Effective Communication: MAPA will, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in MAPA's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communication

Reasonable Accommodation Procedures

Title I of the Americans with Disabilities Act of 1990 (the "ADA") requires an employer to provide reasonable accommodation to qualified individuals with disabilities who are employees or applicants for employment, unless to do so would cause undue hardship. In general, an accommodation is any change in the work environment or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities.

MAPA will make reasonable accommodations for the impairments of qualified individuals with disabilities, consistent with the qualifications required for the essential functions of a particular job, unless the accommodation would cause undue hardship to MAPA.

Assurances

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29USC 794), MAPA desires to avail itself of federal financial assistance from the US Department of Transportation, hereby gives assurance that no qualified disabled person shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

MAPA further assures that its programs will be conducted, and its facilities operated, in compliance with all requirements imposed by or pursuant to 49 CFR Part 27, 28 CFR Part 35 and 42 USC 12101-12213.

accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: MAPA will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of MAPA should contact the office of the Title VI Coordinators, as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require MAPA to take any action that would fundamentally alter the nature of its program or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of MAPA is not accessible to persons with disabilities should be directed to the Title VI Coordinators.

MAPA will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Authorities

The federal authorities under which the provisions of this plan have been created are listed below:

Section 504 of the Rehabilitation Act of 1973, as amended, provides that "No otherwise qualified disabled individual in the United States, as defined in section 7(6), shall, solely by reason of his disability, be excluded for the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

29 USC 794 (October 29, 1992 to the Rehabilitation Act of 1973) substitutes "a disability" for "handicaps" and "disability" for "handicap".

49 CFR Part 27.13 (Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance) states, "This part applies to each recipient of Federal financial assistance from the Department of Transportation and to each program or activity that receives or benefits from such assistance".

49 CFR Part 28.102 (Enforcement of Nondiscrimination on the Basis of Disability in Programs or Activities Conducted by the Department of Transportation) states, "This part applies to all programs or activities conducted by the Department of

Transportation except for programs and activities conducted outside the United States that do not involve individuals with disabilities in the United States."

[28 CFR Part 35](#) (Judicial Administration) states that: "The purpose of this part is to effectuate Subtitle A of Title II of the ADA which prohibits discrimination on the basis of disabilities by public entities.

[49 CFR part 27](#) (Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance) states, "The purpose of this part is to carry out the intent of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) as amended, to the end that no otherwise qualified disabled individual in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

[49 CFR Part 28-140](#) (Employment) states that, "(a) No qualified individual with disabilities shall, on the basis of disability, be subjected to discrimination in employment under any program or activity conducted by the Department," and "(b) The definitions, requirements, and procedures of Section 504 of the Rehabilitation Act of 1973 (29 USC 791), as established by the Equal Employment Opportunity Commission in 29 CFR part 1613, shall apply to employment in federally conducted programs or activities.

[29 CFR Part 1613](#) (Equal Employment Opportunity in the Federal Government) states that: "It is the policy of the Government of the United States. . . to provide equal opportunity in employment for all persons to prohibit discrimination in employment because of race, color, religion, sex, or national origin and to promote the full realization of equal employment opportunity through a continuing affirmative program in each agency."

[42 USC Part 12101-12213](#) (The Americans with Disabilities Act of 1990) states that: "No covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment."

Disabled Population Demographics

Table 2.2 provides a summary of the disabled population in the Omaha-Council Bluffs Metro Area. Based on American Community Survey data, there are approximately 86,000 people who are considered

Total TMA Population	Disabled	Percent
924,495	86,000	9%

Table 2.2 – TMA Population with a Disability

disabled, most of these people are concentrated in the North Eastern section of Omaha city and the urban portion of Pottawattamie County. Figure 2.6 below shows the geographic distribution of the population over 65 years of age.

Northeastern Omaha is well served by Metro Transit's fixed route service presently and is within the ¾ mile buffer of fixed route server in which Metro's MOBY demand response paratransit service operates. Additionally, MAPA's Coordinated Transit Committee continues to work with local stakeholders and non-profit transit providers to expand the mobility of elderly and disabled populations with limited mobility.

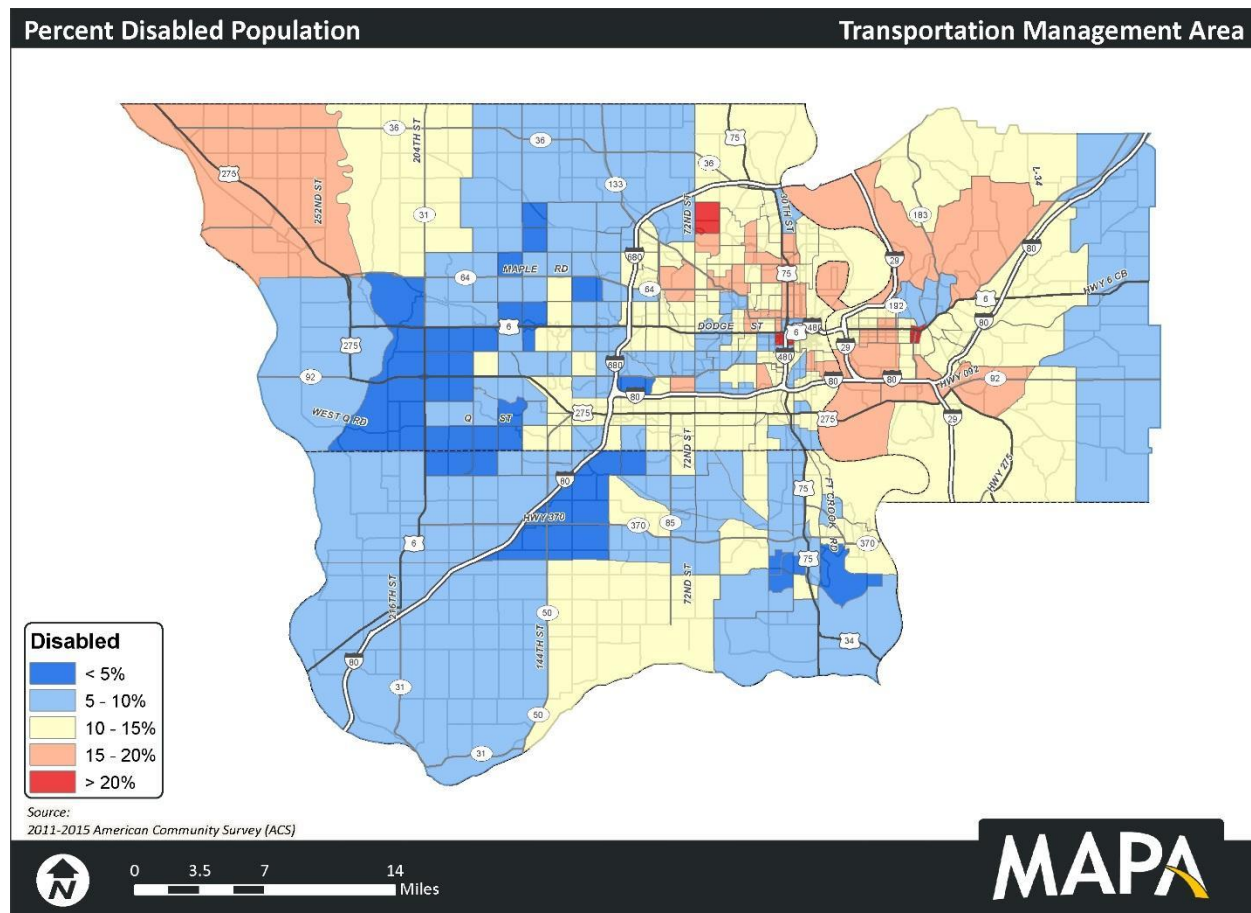


Figure 2.6 – TMA Population with a Disability

Grievance Procedure

This Grievance Procedure is established to meet the requirements of the American with Disabilities Act of 1990 (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by MAPA. MAPA's Personnel Policies and Procedures govern employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendars days after the alleged violation to:

MAPA ADA Coordinator
c/o: MAPA Title VI Coordinators
2222 Cuming Street
Omaha, NE 68102
(402) 444-6866 x216
titlevi@mapacog.org

Within 15 working days after receipt of the complaint, the ADA Coordinator and the Executive Director or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 working days of the meeting, the ADA Coordinator will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of MAPA and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator and the Executive Director or his designee does not satisfactorily resolve the issue, the complainant or his/her designee may appeal the decision within 15 working days after receipt of the response to the MAPA Board of Directors.

Within 15 working days after receipt of the appeal, the MAPA Board of Directors will meet with the complainant to discuss the complaint and possible resolutions. Within 15 working days after the meeting, the MAPA Board of Directors will respond in writing, and where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator, the MAPA Executive Director or his designee, appeals to the MAPA Board of Directors, and responses from these individuals and the Board offices will be retained by MAPA for at least three (3) years.

ADA Coordinator Responsibilities

MAPA's Title VI Coordinators are designated as ADA Coordinator and reports to the MAPA Executive Director.

1. Serve as the principal coordinator for MAPA's ADA programs, policies, and procedures relating to compliance;
2. Publicize the name and contact information of the designated ADA Coordinator responsible to oversee compliance;
3. Draft and ensure dissemination of policies to employees regarding the provision of equal opportunity for persons with disabilities;
4. Establish a complaint grievance procedure to respond to complaints of noncompliance from employees as well as the general public;
5. Maintain current knowledge and information regarding state and federal laws and regulations concerning the rights of individuals with disabilities and ways of providing reasonable accommodation as well as relating to employment policies and practices of employees with disabilities.
6. Provide ADA program and facility interpretation and advice on compliance to all sectors of MAPA;
7. Serve as a point of contact for all matters related to ADA (including facility accessibility), and serve as the conduit for information for compliance reporting for other MAPA staff;
8. Coordinate with and assist Program Managers on complaints alleging discrimination and non-compliance under the ADA and other applicable federal and state laws regarding discrimination on the basis of disability;
9. Ensure prompt and equitable resolution of complaints and inquiries from MAPA employees as well as the general public regarding discrimination on the basis of disability; and
10. Maintain a record of all disability and accommodation issues and the resolution of each.

Americans with Disabilities Act (ADA) Self-Assessment

MAPA will routinely conduct an initial self-evaluation and if areas of non-compliance are identified, a Transition Plan will be created, and all needed modifications will be addressed.

As a part of the development of this Title VI Plan, MAPA conducted a self-assessment of its facilities and activities to ensure compliance with the Americans with Disabilities Act. The results of that self-assessment are included in this section and have been organized into the two following categories:

- **Facilities** – A review of the accessibility of MAPA's administrative offices
- **Programming** – An review of MAPA's public participation activities, grant funding, and other activities

MAPA has renewed and approved its policy statement for ADA activities as a part of the development of this plan.

Facilities

MAPA's administrative offices are located in Metro Transit's main office and bus garage. Metro Transit is the transit authority for the City of Omaha and is also a designated recipient of Federal Transportation funding. As a part of its Triennial Review with the Federal Transit Administration, Metro Transit certified the ADA compliance of all of Metro's facilities– including the office building where MAPA is located.

MAPA holds many of its public and stakeholder meetings at its offices– including the meetings for the MAPA Board of Directors, Citizens Advisory Council and Transportation Technical Advisory Committee. Additionally, public access to MAPA staff and records would be accessible to residents with disabilities and mobility issues at this location as well. If MAPA or Metro undertakes renovation, it will complete modifications within the requirements of the regulations.

Programming

There are many activities in which MAPA is involved that have are impacted by the ADA and its goals. These activities are categorized in the sections below. Generally, MAPA's Coordinated Transit planning activities and its Public Participation policies have the greatest direct impact on interaction with persons with disabilities, but the needs of disabled populations are considered in all planning processes.

Coordinated Transit Activities

The Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) became the Designated Recipient of FTA Section 5310 program funds in 2013. The activities of this program are guided by the Coordinated Transit Plan that was updated in 2014.

The Coordinated Transit Plan was derived from the efforts of local stakeholders and the public. It is meant to provide information to the general public, local jurisdictions, and

agencies to develop eligible transportation projects to meet the transportation needs of the elderly, those with disabilities, and economically disadvantaged.

The Program Management Plan (PMP) provides the formal guidance on the eligibility requirements for Section 5310 projects and the process by which funds are awarded. Section 5310 funding may be used for “Traditional” capital projects and “Other/New Freedom” projects. Activities that directly impact the mobility of the elderly and people with disabilities are explicitly eligible in both categories of funding.

Additionally, MAPA will seek written certification of compliance pertaining to ADA directives from approved applicants during the FTA Certification and Assurances process. MAPA, in turn, will make all documents related to ADA reporting part of the permanent file of the project. This documentation will include information regarding the ADA accessibility of vehicles purchased through the 5310 program and executed, contracted assurances for sub-recipients.

ADA requirements pertaining to MAPA’s Section 5310 program activities are monitored using a Program Checklist that is included as a part of the PMP.

Public Participation

Public participation is a critical component of the transportation planning process. MAPA’s Public Participation Plan (PPP) provides the overarching framework for the agency’s outreach efforts and compliance with relevant federal guidance. In general, MAPA’s outreach philosophy seeks to maximize opportunities for the public to be involved in its planning initiatives.

An extensive checklist was developed to document the accessibility of all locations used for public meetings and MAPA events. This check-list includes physical characteristics of the meeting facilities (walkways, ramps, sidewalks, etc.) in addition to transportation services available to members of the public with disabilities or limited mobility (e.g. the availability of transit service).

Additionally, all meeting announcements will include a sentence informing the general public that auxiliary aids and services (sign language interpreters, oral interpreting services, audio listening device system, etc.) are available when requested in advance.

These measures are described in more detail in MAPA’s PPP and ensure that MAPA’s public meetings are open and accessible to all residents of the region– including those with disabilities.

Chapter 5 – Limited English Proficiency Overview

While most individuals in the United States read, write, speak and understand English, there are many individuals whose primary language is not English. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English are considered by federal law to be limited English proficient, or “LEP.” This language barrier may prevent individuals from accessing services and benefits and they may be entitled to language assistance with respect to a particular type or service, benefit, or encounter.

Within the MAPA region, much of the LEP population is concentrated in low-income and high-minority areas of the region. Figure 5.1 below illustrates areas in which a disproportionately high number of LEP speakers are concentrated in a particular census tract. These population centers are largely concentrated in the core of the region, with areas in Douglas, Sarpy and Pottawattamie Counties.

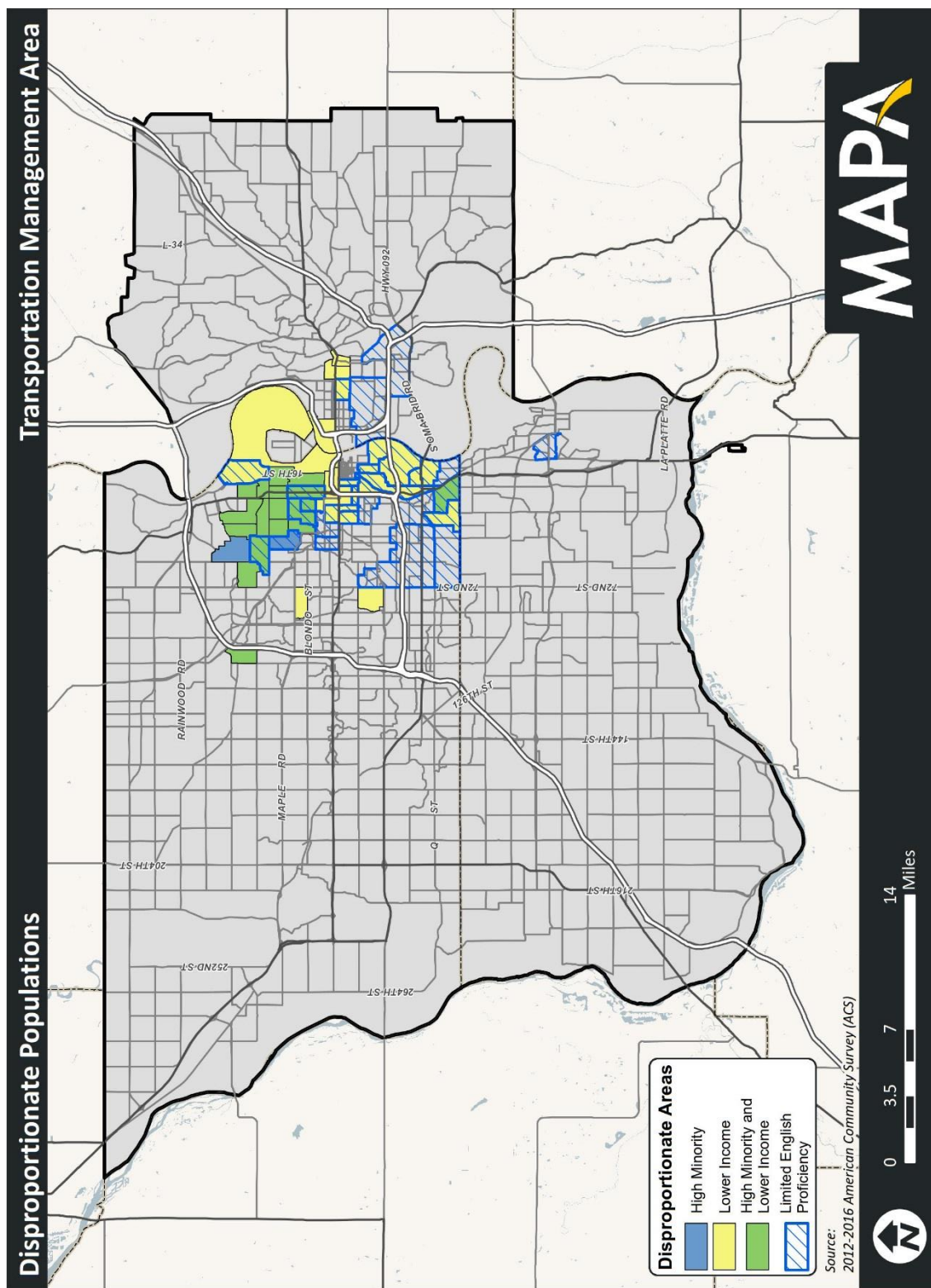
An analysis conducted by PolicyLink as a part of MAPA's Heartland 2050 regional planning effort noted that communities of color have been and will continue to drive population growth within the MAPA region. As such it is critical that these communities have are able to fully participate in the planning and decision-making about transportation investments within the MAPA region. The analysis and accommodation strategies detailed in this chapter reflect MAPA's commitment to ensuring that these communities have full access to the transportation planning process and services.

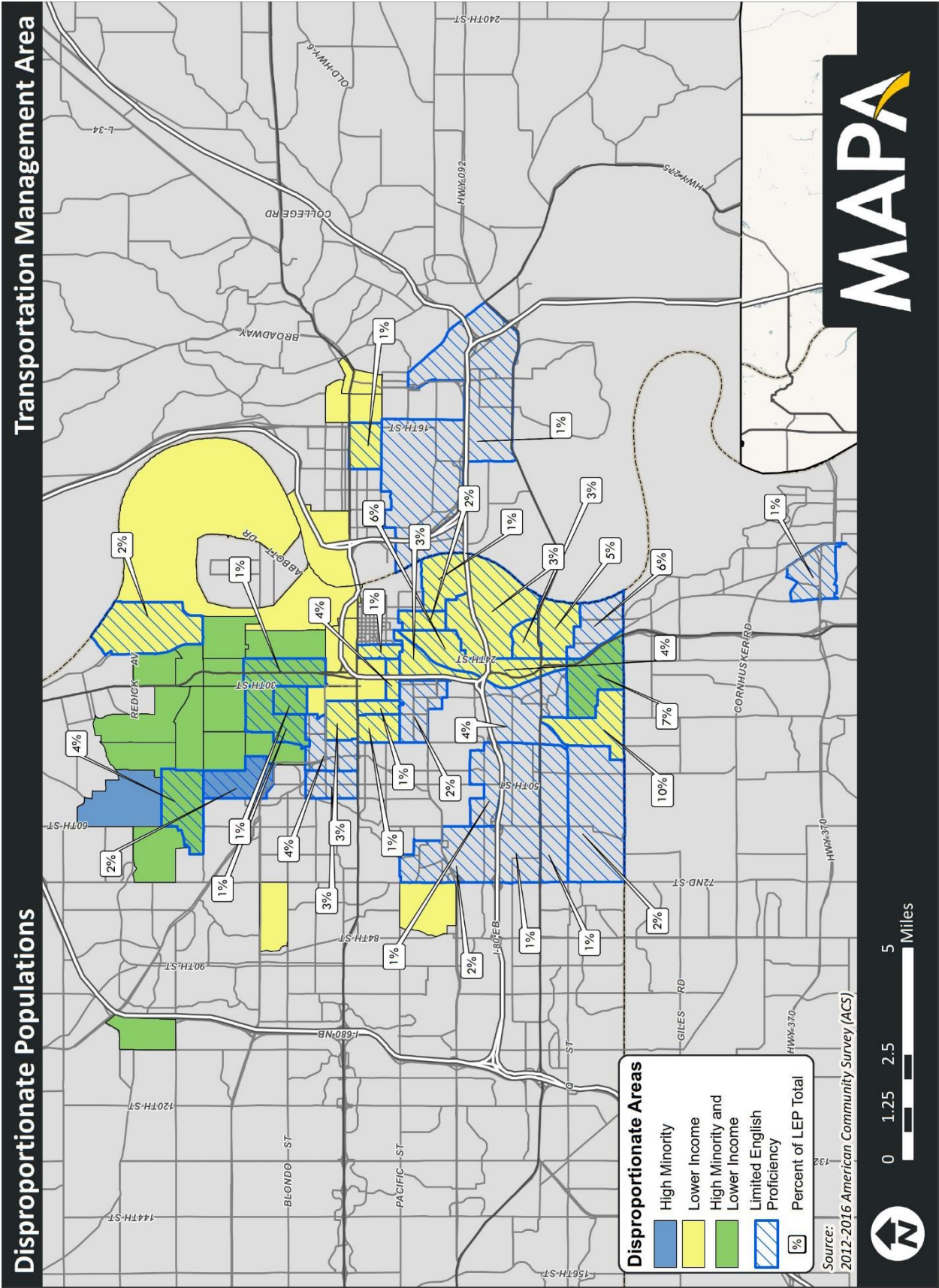
Limited English Proficiency

LEP Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency. The LEP Executive Order (Executive Order 13166) ensures that, consistent with Title VI, persons with Limited English Proficiency (“LEP”) have meaningful access to federally conducted and federally funded programs and activities.

The Order requires all agencies that provide Federal financial assistance to issue guidance on how Title VI applies to recipients of that assistance in their contact with persons who are LEP. The Order also requires that Federal agencies create plans for ensuring that their own activities also provide meaningful access for persons who have LEP.

Figure 5.1 – Overview of Disproportionately High Concentrations of LEP Populations





Four – Factor Analysis

In accordance with Executive Order 13166, MAPA conducted the four-factor analysis recommended by the U.S. Department of Transportation to determine the level and extent of language assistance measures. The steps within this analysis are briefly described in the list below.

- *Number or Proportion of LEP Persons “Served or Encountered” in the MAPA Region.* In this section, MAPA analyzes regional demographic data to determine which language groups have significant populations of LEP speakers within the MAPA region. This analysis provides key information about the language groups for which MAPA’s strategies should be oriented.
- *Frequency of Contact with MAPA’s Programs & Services.* MAPA describes the historical contact it has had with different language groups, including any requests for translation in this section.
- *Nature and Importance of MAPA’s Activities or Programs.* As MAPA is responsible for decisions about transportation investments, it’s critical that LEP populations have access to important planning processes. This section details MAPA’s approach to LEP accommodation for various transportation planning products and outreach activities.
- *Availability of Resources & Accommodation Costs.* In this section, MAPA provides an estimate of costs associated with LEP accommodation activities.

These steps provide a detailed description of the relationship between the LEP populations in the Omaha-Council Bluffs Region and MAPA’s activities. The data and information included as a part of this analysis provides MAPA with a good framework for increasing access to the transportation planning process and accommodating the needs of LEP persons within the MAPA region.

Factor 1 – Number and Proportion of LEP Persons in the MAPA Region

To quantify the needs of LEP persons within the Omaha-Council Bluffs region, MAPA staff conducted a demographic analysis of American Community Survey (ACS) data to assess the number and proportion of LEP residents. A summary of this analysis is included in Table 5.1 (below).

	Total	Percentage
TMA Population (5 Years and Older)	872,662	–
Spoke only English at Home	774,742	88.8%
Language Other than English Spoken at Home		11.2%
Persons who Speak English Less than “Very Well”	97,920	3.6%

Table 5.1 – Overview of Limited English Proficiency in the MAPA TMA

Generally, the vast majority of residents in the MAPA region live in English-only households (88.8%). However, of the households that speak a language other than English at home, nearly half speak English less than “very well”. Thus, while most people

who are likely to be impacted by MAPA's planning activities or services speak English, those who speak a different language at home are much more likely to have difficulty understanding oral or written information provided by MAPA in English. As such, this need is an important consideration of accommodation strategies discussed later in this chapter.

While the LEP needs of the region as a whole are substantial, the great variation of language groups within the MAPA region makes accommodation more difficult since resources must be spread out over numerous language groups. Table 4.2 on the next page details the total number of speakers by language group and the number of speakers within that group that have identified as LEP. The calculated percentage in this table is the proportion LEP persons in a language group based on the total population of the TMA aged 5 years or above (872,662).

As a part of this analysis, MAPA noted that Spanish language speakers comprise around 69% of persons who speak English less than "very well". The next three highest single language categories, when combined, comprise around 11% of the total population of persons who speak English less than "very well" in the MAPA region. Based on this analysis, MAPA determined that the Spanish language speakers comprise the most significant portion of LEP persons within the MAPA region and that this group would require special attention as a part of the agency's accommodation efforts.

Language Group	Total Language Speakers	Speak English Less Than "Very Well"	Less than "Very Well" Percentage
Spanish or Spanish Creole	59,140	28,161	48
Other Asian Languages	4,777	1,958	41
African Languages	3,255	1,314	40
French	3,411	824	24
Vietnamese	2,494	1,491	60
German	2,073	344	17
Chinese	2,053	1,262	61
Other Indic Languages	1,842	1,104	60
Arabic	2,002	904	45
Italian	726	196	27
Hindi	985	192	19
Tagalog	1,019	346	34
Japanese	655	145	22
Korean	822	353	43
Other Indo-European Languages	520	105	20
Other and Unspecified Languages	602	504	84
Russian	635	215	34
Polish	395	87	22
Persian	519	345	66
Thai	476	210	44
Other Native North American Languages	508	78	15
Portuguese	519	159	31
Other Slavic Languages	588	138	23
Urdu	221	43	19
Other Pacific Island Languages	272	46	17
Serbo-Croatian	267	84	31
Scandinavian Languages	170	16	9
Gujarati	358	101	28
Greek	204	62	30
Other West Germanic Languages	92	26	28
Yiddish	51	15	29
Hebrew	58	0	0

Table 5. 2 – Summary of English Proficiency in the MAPA TMA, by Language Group

Language Group	Total Language Speakers	Speak English Less Than "Very Well"	Less than "Very Well" Percentage
French Creole	105	0	0
Hmong	172	53	31
Mon-Khmer, Cambodian	86	37	43
Laotian	74	43	58
Hungarian	2	0	0
Armenian	0	0	0

Table 5. 2 – Summary of English Proficiency in the MAPA TMA, by Language Group continued)

Factor 2 – Frequency of Contact with MAPA's Programs and Services

To date, MAPA has not received a request for translation nor had any LEP person attend any MAPA public meeting. However, MAPA's Public Participation Plan notes continued efforts to improve outreach and develop contacts in LEP areas.

Through Heartland 2050's Equity & Engagement Committee, MAPA engaged with many organizations and individuals from traditionally-underrepresented communities. The Equity and Engagement Committee focused on identifying key strategies that would ensure that all residents of the Omaha-Council Bluffs region have "full and equal access to access opportunities that enable them to achieve their full potential. Through efforts such as these and with targeted outreach during the transportation planning process, MAPA's contact with LEP populations is likely to grow.

Additionally, demographic shifts within the Omaha-Council Bluffs region are going increase the frequency with which MAPA makes contact with minority communities.

Figure 5.2 (left) illustrates a projection of the MAPA region's racial and ethnic composition by the Year 2040. These shifts reflect continued growth in the population

Racial/Ethnic Composition, 1980 to 2040

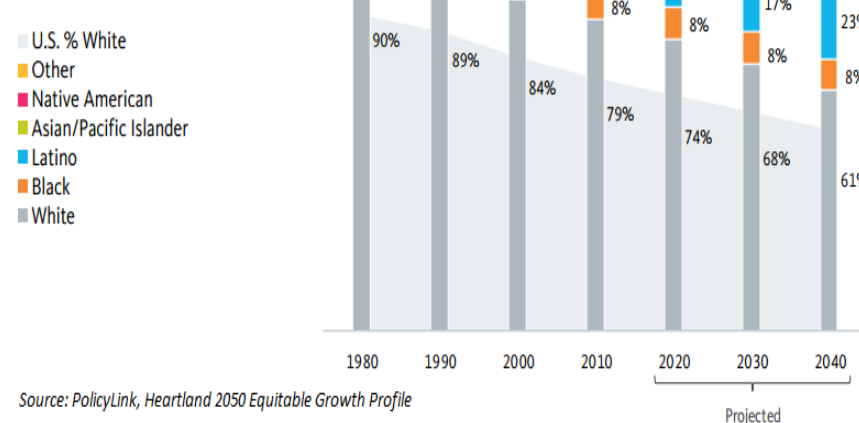


Figure 5.2 – Projected Racial & Ethnic Composition of MAPA MSA

of minority communities—particularly in the case of the largely Hispanic Latino population. As such, it is critical that members of these racial and ethnic communities are involved in the planning processes about the future in which they will comprise a much greater portion of the population.

Factor 3 – Nature and Importance of MAPA's Activities or Programs

MAPA's main function is to support cooperative and comprehensive transportation planning, as outlined in the federal transportation legislation. In this capacity, MAPA develops three main documents:

- Long Range Transportation Plan (LRTP)
- Transportation Improvement Program (TIP)
- Unified Planning Work Program (UPWP)

As the agency responsible for coordinating the regional transportation planning process, MAPA must ensure that all segments of the population, including LEP persons, have the opportunity to be involved in the planning process.

The primary purpose of the transportation network of the region is to facilitate the movement of people and products. The health and vitality of the region depends on how well the transportation network functions. All people, including the LEP population, in the region rely on the network to get to work, hospitals, school, and other essential daily trips. It is important that all constituents have meaningful access the planning process and an opportunity to express their needs. Without such an opportunity the system could fail to meet their needs and hinder their quality of life.

The Long Range Transportation Plan (LRTP) sets forth a regional policy and planning framework to guide decision-making regarding the growth and development of the MAPA TMA. The TIP is a program or schedule of short-range transportation improvements and activities intended to be implemented through a combination of state, federal and local funding. The UPWP outlines tasks to be performed in the upcoming year and includes planning activities that range from transportation, community development, and land use planning initiatives.

MAPA is committed to ensuring that the agency's planning projects and activities are accessible to all citizens within the MAPA TMA; therefore, throughout planning processes, staff takes all appropriate and reasonable measures to reach the LEP community.

Factor 4 – Availability of Resources and Accommodation Costs

In the past, MAPA has budgeted between \$5,000 and \$10,000 thousand dollars annually for report and document production. MAPA has identified Spanish language translation as an important consideration for accommodating the predominantly Spanish-speaking LEP population in the Omaha-Council Bluffs metro area. Document translation cost estimates in the Table 5.3 below are based on recent translation services secured through MAPA's Heartland 2050 effort.

	Number of Words	Cost (\$0.30/word)
Transportation Improvement Program	21,423	\$6,427
Long Range Transportation Plan (2035)	80,475	\$24,143
Unified Planning Work Program (UPWP)	10,586	\$3,176
Public Participation Plan	18,333	\$5,500
	130,817	\$39,245

Table 5. 3 – Estimated Costs Associated with Spanish Language Translation of MAPA Documents

Based on this analysis, full Spanish language document translation services would require a significant increase in financial resources currently committed to these activities. The cost of translation services precludes MAPA from full translation services for hard copies of all key documents, though there are digital translation services provided on the MAPA website. Additionally, accommodating additional language groups would be cost prohibitive based on the limited frequency with which MAPA has historically interacted with different communities.

Appendices

Appendix A: Title VI Complaint Form

Title VI Non-Discrimination Complaint Form

This form may be used to file a complaint with the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) pursuant to discrimination laws, rules and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" and the Americans with Disabilities Act of 1990.

If you need assistance completing this form, please contact us by phone at 402-444-6866, or fax 402-342-0949 and ask for a Title VI Coordinator.

Feel free to add additional pages if necessary. You are not required to use this form; a signed letter that provides the same information is sufficient to file your complaint.

Complaints of discrimination must be filed within 180 days of the alleged discrimination.

This form **MUST** be completed by the complainant or the complainant's designated representative.

Complainant's Personal Information:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (home/work) _____ (cell) _____

Name of the person completing this form, if different from above:

Your relationship to the complainant indicated above:

Alleged Discrimination – Details of Complaint

I. Identify the agency, department or program that discriminated:

Agency and/or department name:

Name of any individual, if known:

City: _____ State: _____ Zip: _____

Phone: (Work) _____ (Fax) _____

Date(s) of the alleged act:

Date alleged discrimination began:

Last or most recent date of alleged discrimination:

II. What is the basis for this complaint?

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you or others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

Example: If you believe that you are discriminated against because you are African American, you would mark the box labeled "Race/Color" and write "African American" in the space provided.

Example: If you believe the discrimination occurred because you are female, you would mark the box labeled "Gender" and write "female" in the space provided.

Check all that apply:

☐ Race/Color _____

☐ Religion

☐ National Origin _____

☐ Age

☐ Gender _____

☐ Disability

III. Explain what happened:

Please explain as clearly as possible what happened. Provide the name(s) of witnesses, fellow employees, supervisors, and others involved in the alleged discrimination. Please include all information that you feel is relevant to the investigation. (Attach additional sheets if necessary and provide a copy of any written materials pertaining to your complaint.)

IV. How can this/these issue(s) be resolved to your satisfaction?

V. What is the most convenient time and place for use to contact you about this complaint?

VI. If we are not able to reach you directly, please give us the name and phone number of a person who can reach you and/or provide information about your complaint:

Name: _____

Telephone Number: () _____

VII. If you have an attorney representing you concerning the matter raised in this complaint, please provide the following:

Name of Attorney: _____

Address: _____

Telephone Number: () _____

Your Signature

Date

Note: The laws enforced by this agency prohibit retaliation or intimidation against anyone because the individual has either taken action or participated in action to secure rights protected by these laws. If you

MAPA Title VI Policy & Procedure

experience retaliation or intimidation separate from the discrimination alleged in this complaint or if you have questions regarding the completion of this form, please contact:

Title VI Coordinator
Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102
Phone: (402) 444-6866 Ext. 216; Fax: (402) 342-0949

Appendix B: Summary of Comments

Question or Comment	Response or Clarification
Need to clarify state and federal roles in the Title VI complaint procedure	Role of the FHWA Office of Civil Rights in investigating Title VI complaints was clarified in the complaint procedure included in Chapter 3
Contact information for Title VI Coordinator(s)	Individual employees are not identified in the text of this plan. Contact information for MAPA Title VI Coordinator(s) will be posted in print at the MAPA office and will be maintained online on MAPA's website to ensure it is always up to date. An email address, titlevi@mapacog.org , will be maintained to ensure electronic comments are forwarded to the correct staff member(s).
Clarification or who receives ADA complaints	Complaints on the basis of disability discrimination may be submitted through the Title VI complaint procedure identified in Chapter 3. A separate grievance procedure is outlined in Chapter 4 that relates to accommodations as part of MAPA's plans and programs.
What strategies are identified for outreach groups identified in this plan?	<p>The MAPA Public Participation Plan includes a detailed set of outreach strategies to maximize the participation of traditionally underrepresented populations. These strategies vary based on the plan or program that is being implemented.</p> <p>Organizations identified as providing services to underrepresented populations were also invited to participate in the Resource Agency & Interested Party workshop held in January 2015, as a part of the development of this plan.</p>
How is MAPA addressing language barriers in the community?	MAPA currently has a notice on meeting announcements regarding the availability of translation services. Detailed strategies regarding outreach and accommodation for LEP populations are included in Chapter 5 of this plan and also in the Public Participation Plan.

Council of Officials

MAPA Board / EDD Board

*Transportation
Planning*

*Regional
Planning*

*Economic
Dvmt.*

Transportation
Technical Advisory
Cmte. (TTAC)

Regional Planning
Advisory Cmte.
(RPAC)

MAPA
RLF Loan
Committee

GOC
Prosper
Omaha

Smart
Cities

GOC
Trans
Council

RPA-18
Rural Pott.
Mills
Harrison
Shelby

- ProSe-Com
- TAP-C
- Coordinated Transit

- Subcommittees &
Work Groups
- CEDS Work Group**
- Equity and Engagement**
- Grant Review**
- Housing & Development**
- Infrastructure**
- Nodes & Corridors
 - Financing
 - Autonomous / Future Tech.
- Utilities Planning**
- Natural Resources**
- Solid Waste
 - Local Foods
 - Air Quality / Little Steps

Potential RPAC Membership: (voting TBD)

- MAPA City and County Planning representatives
- Chamber of Commerce
- Utilities
- Low income and minority community representatives
- Subcommittee / work group chairs
- Development & real estate industry representatives

Potential RPAC Responsibilities:

- Review and make recommendations on MAPA LRTP to MAPA Board
- Review and make recommendations on Regional Vision Goals and Strategies to MAPA Board
- Oversee, create, and disband subcommittees and work groups
- Review and recommend Grant and Funding Opportunities to MAPA Board and member jurisdictions
- Provide updates on local planning and development
- Coordinate data and monitor progress for regional growth and development
- Serve as liaison to local communities and organizations