

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

BOARD OF DIRECTORS MEETING  
Thursday, September 27, 2018 1:45 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. APPROVAL OF THE AGENDA (ACTION)
- C. BOARD MINUTES of the August 30, 2018 meeting. (ACTION)
- D. FINANCE COMMITTEE MINUTES of the September 19, 2018 meeting. (ACTION)
- E. AGENCY REPORTS & PRESENTATIONS – (INFO)
  - 1. AGENCY REPORTS
    - a. Executive Director's Report
    - b. Recognition of 5 Years of Service – Jeff Spiehs & Josh Corrigan
- F. PUBLIC COMMENTS – See Footnote
- G. CONSENT AGENDA –  
None.
- H. OLD BUSINESS
  - 1. FINAL CONTRACT PAYMENT – NDOT - \$3,888.73 (ACTION)
- I. NEW BUSINESS
  - 1. VERDIS GROUP – (ACTION)  
The Board will consider for approval a revised contract not to exceed \$5,000 actual costs.
  - 2. MEMORANDUM OF UNDERSTANDING (MOU) WITH SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT (SENDD) – (ACTION)  
The Board will consider for approval the MOU with SENDD regarding the transition of Cass County from SENDD to the MAPA Region.
  - 3. NEW CONTRACTS – (ACTION)  
The Board will consider for approval the new contracts listed below.
    - a. Financial Edge NXT – Cloud Based Accounting Software
      - i. Proposal
      - ii. Order Form
  - 4. STRATEGIC COMMUNICATIONS PLAN – (ACTION)  
The Board will consider a Strategic Communications Plan for adoption.

5. MAPA PLANNING MEMORANDUM OF AGREEMENT (MOA) FOR TRANSPORTATION PLANNING AND PROGRAMMING – (ACTION)

The Board will consider for approval the MOA for transportation planning and program between NDOT, IDOT, MAPA and Metro.

J. ADDITIONAL BUSINESS

K. DISCUSSION

L. ADJOURNMENT

**Future Meetings/Events:**

NARC Executive Directors Conference and Board Retreat – Cleveland, OH: September 30 – October 3, 2018

Council of Officials Annual Meeting – Mid America Center - Council Bluffs, IA: October 3, 2018

Finance Committee: Wednesday, October 17, 2018

Heartland 2050 Site Visit – Rail-Volution Conference – Pittsburgh, PA October 21 – 24, 2018

Board of Directors: Thursday, October 25, 2018

Council of Officials Meeting – Wednesday, November 14, 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](mailto:mapa@mapacog.org)) provided that requests are received by close of business on the day prior to the meeting. Speakers will be limited to three minutes. The presiding officer shall have authority to limit discussion or presentation by members and non-members of the Board of Directors or to take other appropriate actions necessary to conduct all business in an orderly manner.

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

Minutes  
August 30, 2018

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chair Sanders called the meeting to order at 1:53 p.m.

**A. ROLL CALL/INTRODUCTIONS**

Members/Officers Present

Patrick Bloomingdale ( <i>rep. Clare Duda</i> )	Chief Administrative Officer, Douglas County
Brandon Garrett ( <i>rep. Mayor Matt Walsh</i> )	Director of Community Development, City of Council Bluffs
Tom Hanafan – Vice Chair	Pottawattamie County Board of Supervisors
Doug Kindig	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Gary Mixan	Sarpy County Commissioner
Vinny Palermo	Omaha City Council
Rita Sanders – Chair	Mayor, City of Bellevue
Jean Stothert	Mayor, City of Omaha
Carol Vinton	IA Small Cities/Counties Representative (Mills County Board of Supervisors)

Members/Officers Absent

None.

MAPA Staff

Grant Anderson	Christina Brownell	Josh Corrigan	Sue Cutsforth	Don Gross
Mike Helgersen	Karna Loewenstein	Emily Sneller	Megan Walker	Greg Youell

Guest

Troy Anderson	City of Omaha
Donna Barry	Office of Senator Chuck Grassley
Jason Rose	Metro Transit

**B. APPROVAL OF THE AGENDA – (Action)**

MOTION by Kindig, SECOND by Stothert to approve the agenda for the August 30, 2018 meeting of the Board of Directors.  
(Note: Supervisor Hanafan was not present in the room during this agenda item)

AYES: Bloomingdale, Garrett, Kindig, Mixan, Palermo, Sanders, Stothert, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

**C. APPROVAL OF THE MINUTES of the July 26, 2018 meeting – (Action)**

MOTION by Stothert, SECOND by Bloomingdale to approve the minutes of the July 26, 2018 meeting of the Board of Directors.  
(Note: Supervisor Hanafan was not present in the room during this agenda item)

AYES: Bloomingdale, Garrett, Kindig, Mixan, Palermo, Sanders, Stothert, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

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

Mr. Bloomingdale reported that the Finance Committee met on August 22, 2018 and approved bills for July, reviewed June financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

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

MOTION by Stothert, SECOND by Vinton to approve the minutes of the August 22, 2018 Finance Committee meeting.

AYES: Bloomingdale, Garrett, Hanafan, Kindig, Mixan, Palermo, Sanders, Stothert, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

E. AGENCY REPORTS & PRESENTATIONS – (Info)

1. Agency Reports –

a. Executive Director's Report – Mr. Greg Youell

Mr. Youell provided an update to the Board on MAPA activities for the month of July. Updates were provided for the following: TIP Fee; Transportation Plan; Iowa Community Development projects; Joint Land Use Study (JLUS) / Department of Defense funding opportunities; Heartland 2050 Vision Refresh; and upcoming meetings and events.

2. ORBT Presentation – Jason Rose, Community Outreach Coordinator – Metro Transit Authority

Mr. Jason Rose, Community Outreach Coordinator – Metro Transit Authority, provided an update to the Board on the progress of ORBT, Omaha's bus rapid transit project.

F. PUBLIC COMMENT –

None.

G. CONSENT AGENDA – (Action)

The Board considered Consent Agenda items listed below for approval.

1. Final Contract Payments –

a. Birdhouse Interior Design - \$760.00

b. Metro - \$4,658.20

c. City of Omaha Public Works - \$17,328.14

MOTION by Kindig, SECOND by Hanafan to approve all items listed on the Consent Agenda.

AYES: Bloomingdale, Garrett, Hanafan, Kindig, Mixan, Palermo, Sanders, Stothert, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

H. OLD BUSINESS

1. FY 2019 Unified Planning Work Program (UPWP) Amendment #1 – (Action)

Mr. Youell presented to the Board for approval Resolution 2019 – 02, FY 2019 UPWP Amendment #1. This amendment includes the addition of \$10,000 for employer outreach with Verdis Group.

MOTION by Hanafan, SECOND by Stothert to approve Resolution 2019 – 02, UPWP Amendment #1.

AYES: Bloomingdale, Garrett, Hanafan, Kindig, Mixan, Palermo, Sanders, Stothert, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. Final 2018 Coordinated Transit Plan (CTP)– (Action)

Ms. Megan Walker presented to the Board for approval the Final 2018 CTP. This plan focuses on transportation for the elderly and disabled. The committee worked to identify needs and gaps as well as goals and strategies to address the transportation needs of the regions aging population.

MOTION by Hanafan, SECOND by Vinton to approve the Final 2018 Coordinated Transit Plan.

AYES: Bloomingdale, Garrett, Hanafan, Kindig, Mixan, Palermo, Sanders, Stothert, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

I. NEW BUSINESS

1. New Contracts – (Action)

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

- a. City of Hancock – CDBG Administration - \$10,000.00
- b. Pottawattamie County – CDBG Administration - \$30,000.00

MOTION by Hanafan, SECOND by Bloomingdale to approve the new CDBG contracts for City of Hancock in the amount of \$10,000 and Pottawattamie County in the amount of \$30,000.

AYES: Bloomingdale, Garrett, Hanafan, Kindig, Mixan, Palermo, Sanders, Stothert, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FTA Section 5310 Program Management Plan (PMP) – (Action)

Mr. Barber presented the Program Management Plan to the Board of Directors for approval.

MOTION by Stothert, SECOND by Hanafan to approve the 5310 Program Management Plan.

AYES: Bloomingdale, Garrett, Hanafan, Kindig, Mixan, Palermo, Sanders, Stothert, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. MAPA Strategic Communications Plan – (Information)

Ms. Sue Cutsforth, Information Officer, presented to the Board an update on the agency's Strategic Communications Plan.

4. Data and Land Use Forecast – (Information)

Mr. Josh Corrigan, GIS Coordinator, presented to the Board an update on the Data and Land Use Forecast.

J. ADDITIONAL BUSINESS

None.

K. DISCUSSION

1. MAPA Annual Meeting and Regional Award Recipients – (Information)

Mr. Youell announced the 2018 Annual Award recipients as decided upon by the Regional Award Selection Committee:

- MAPA Regional Citizenship Award – Lisa Picker
- MAPA Regional Service Award – University of Nebraska Medical Center / Nebraska Medicine
- MAPA Regional Service Award – Sarpy County and Sarpy Cities Wastewater Agency

L. ADJOURNMENT

MOTION by Vinton to Adjourn. Chair Sanders adjourned the meeting at 2:55 p.m.

METROPOLITAN AREA PLANNING AGENCY  
2222 Cuming Street  
Omaha NE 68102-4328  
Finance Committee  
September 19, 2018

The MAPA Finance Committee met August 22, 2018, in the MAPA conference room. Patrick Bloomingdale called the meeting to order at 8:28 a.m.

ROLL CALL

Members Present

Patrick Bloomingdale, Secretary/Treasurer  
Clare Duda, Douglas County (arrived @ 8:29 a.m.)  
Tom Hanafan, Pottawattamie County (arrived @ 8:30 a.m.)  
Steve Dethlefs, Washington County

Staff Present

Natasha Barrett  
Melissa Engel  
Don Gross (arrived @ 8:34 a.m.)  
Amanda Morales  
Greg Youell

Members Absent

Gary Mixan, Sarpy County; Carol Vinton, Mills County

A. MONTHLY FINANCIAL STATEMENTS (July 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 July financials. One CD matured in September and is currently held in the money market account. Reinvestment options for the matured CD will be addressed later on the agenda. Mr. Hanafan stated that he would send Ms. Engel information on Iowa Public Agency Investment Trust (IPAIT) so she may look at their investment options and whether we MAPA is eligible to invest at IPAIT since MAPA's office is located in Nebraska. Ms. Engel stated that MAPA staff continues to work on closing out the Agencies fiscal year June 30, 2018, so a few financial values will change.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments
  - a. Emspace + Lovgren – PMT #3 – not to exceed \$52,929.24
  - b. EDR Group – PMT #4 – \$3,670.73

Mr. Youell presented the contract payments. The Emspace + Lovgren's reimbursement request is for their expenses July 26, - August 24- 2018 related to the CMAQ Air Quality and Reduced Fare Program. EDR Group's payment is for their July professional services and consultant services relating to the Transit ROI Study.

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

2. New Contracts

- a. Verdis Group not to exceed \$10,000 actual costs

Mr. Youell presented the Verdis Group contract edits to only include reimbursement for actual costs. The original contract was never fully executed. A Patner at Verdis Group is a voting member of MAPA's council of officials. The question arose on whether there is a conflict of interest or prohibited conflict of interest entering into the contract. Verdis Group did speak at the Heartland 2050 speaker series. After receiving a verbal opinion from MAPA's legal counsel and to avoid any conflict of interest the original contract with Verdis Group has been edited to include "under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event ten thousand dollars (\$10,000). The Consultant shall not derive a profit from the agreement. The Patner Daniel Lawse, as a member of the MAPA Council of Officials shall not be reimbursed for any of his time and effort."

MOTION Hanafan SECOND by Dethlefs, to approve the Verdis Group contract after receiving a written legal opinion and the MAPA Board is informed of the Verdis Group contact and proposed edits. MOTION CARRIED.

### 3. CD Renewal

Ms. Engel presented CD renewal options to the committee and recommended that the agency select 2 year CD renewal with American National/American Wealth Partners at 2.85%.

MOTION Duda SECOND by Dethlefs, to approve a 2 year CD purchase as presented. MOTION CARRIED.

### C. RECOMMENDATION TO THE BOARD

#### 1. Final Contract Payments

##### a. NDOT - \$3,888.73

Mr. Youell presented the final contract payment for Nebraska Department of Transportation the Platteview Road Project.

MOTION Hanafan SECOND by Duda to recommend that the Board of Directors approve the final Platteview Road Project contract payments to Nebraska Department of Transportation as presented. MOTION CARRIED.

#### 2. New Contracts

##### a. Financial Edge NXT – Cloud Based Accounting Software - \$33,128.00

##### i. Proposal

##### ii. Order Form

Mr. Youell and Ms. Engel presented the new contract for Financial Edge NXT, cloud based accounting software. The Metro Building was hit by a ransomware attack in late July, which effected much of the building including all of MAPA's servers/computers. The Agency did not have access to servers for a couple of days, but much of the data was able to be restored from the latest backups. MAPA computers were updated to windows 10 following the attack, but the servers will need to be updated. The Financial Edge NXT, cloud based software will work with our current database. The \$33,128 the total cost over three years. The cost of moving to a cloud based software is very comparable to the current cost of Financial Edge server software the agency utilizes. The transition to a cloud based software would allow for additional functionalities, eliminate the need for MAPA to complete software updates as they are released, and provides additional security.

MOTION Duds SECOND by Hanafan to recommend that the Board of Directors approve Financial Edge NXT software contract as presented. MOTION CARRIED.

### 3. DRAFT MOU

##### a. Southeast Nebraska Development District (SENDD) re: Cass County

Mr. Youell presented the draft MOU with Southeast Nebraska Development District (SENDD). If SENDD agrees to cooperate on the transition of Cass County from SENDD to MAPA and does not oppose the anticipated legislative bill as detailed in the contract. MAPA will provide State Economic Development District (EDD) assistance funds to SENDD depending on the Nebraska Funding allocation and not to exceed \$14,250 over a three year period.

MOTION Hanafan SECOND by Dethlefs to recommend that the Board of Directors approve the MOU with Southeast Nebraska Development District as presented. MOTION CARRIED.

### D. RECOMMENDATION TO FOUNDATION BOARD

#### 1. Resolution to enter into an agreement with a developer Eriksen Construction Inc. for the Blair Housing Project.

Mr. Gross presented a proposed Resolution to enter into a development agreement with Eriksen Construction Inc. for the Blair Housing Project.

MOTION Hanafan SECOND by Duda to recommend that the Foundation Board of Directors approve the Eriksen Construction Inc. Resolution as presented. MOTION CARRIED.

### E. DISCUSSION/INFORMATION

Mr. Youell reminded the committee that the Annual Council of Officials Dinner Meeting will be on October 3, 2018.

F. OTHER

G. ADJOURNMENT

The meeting adjourned at 9:23 a.m.





## Subcontractor Payment Authorization

Contract Number: BK1179

Contract Party: Nebraska Department of Transportation

Contract Description: Platteview Road from US-34 Bridge to N-50

Contract Approved by Board of Directors: September 29, 2011

Contact Amount: \$67,762.12

Match Amount: \$0.00

Contract Period:

### Final Payment

Billed to Date: \$ 67,762.12

Less Previous Payments: \$ 63,873.39

Amount Due: \$ 3,888.73

Payment Recommended By: \_\_\_\_\_  
Responsible Charge / MAPA Staff Member

\_\_\_\_\_  
Department Manager

\_\_\_\_\_  
MAPA Executive Director

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

\_\_\_\_\_  
MAPA Treasurer/Finance Committee Member

# INVOICE

TO: METROPOLITAN AREA PLANNING AGENCY(M  
2222 CUMMING STREET

OMAHA NE 68102

Billing Address:

Nebraska Department of Transportation  
c/o Controller Division  
1500 Hwy 2  
PO Box 94759  
Lincoln NE 68509-4759

DATE  
08-14-2018

ACCOUNT NUMBER  
M4200

INVOICE NUMBER  
0639993

## COST DESCRIPTION

## COST

FINAL SETTLEMENT TOWARDS FINANCING PROJECT MAPA 3770(4)  
PLATTEVIEW RD FROM US-34 BRIDGE TO N-50(144TH ST) IN SARPY  
COUNTY.

3,888.73

PROJECT # MAPA 3770(4)  
CONTROL # 22511  
AGREEMENT# BK1179

AMOUNT DUE THIS INVOICE: \$3,888.73



## MAPA Expense Authorization Voucher

Date 8-14-18 Amt. 3,888.73

Project 310000

Account 15-5400

Grant INDO 2

Acctg. Dir. mpe

Exec. Dir. \_\_\_\_\_

Treasurer \_\_\_\_\_

Release from 15-3010

15-3010 3,889.00

15-3110 (3,889.00)

10-1110 3,889.00

10-3000 (3,889.00)

CONTACT M SAND

AT 402-479-4604 WITH ANY QUESTIONS

PREPARED BY:

M SAND

DESCRIPTION:

3770(4)

PAY THIS AMOUNT

3,888.73

DETACH THIS PORTION AND RETURN WITH A PAYMENT

Make checks payable to & Mail to:

Nebraska Dept. of Transportation  
c/o Controller Division  
PO Box 94759  
Lincoln NE 68509-4759

METROPOLITAN AREA PLANNING AGENCY(M

CUSTOMER NAME

INVOICE NUMBER

0639993

ACCOUNT NUMBER

M4200

08-14-2018

DATE OF INVOICE

TERMS

This amount is due  
upon receipt of this  
invoice

AMOUNT

3,888.73

## CONTRACT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: 19012700301
2. Project Description: Verdis Group - Employer Transportation White Paper and Heartland 2050 Speaker Series Support
3. Effective Date: July 18, 2018
4. Completion Date: September 30, 2018

### CONTRACT PARTIES

5. Contractor Name and Address:

Verdis Group  
950 S. 10<sup>th</sup> ST. #010  
Omaha, NE 68108

6. The Planning Agency:

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

### ACCOUNTING DATA

7. Contract – not to exceed \$5,000

### DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this eighteenth day of July, 2018 by and between Verdis Group, 950 S Tenth Street, Suite 010, Omaha, Nebraska 68108 (hereinafter referred to as "the Contractor") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2018 Unified Work Program (hereinafter referred to as the "FY 2018 Program").

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

1. **EMPLOYMENT OF THE CONTRACTOR**

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

2. **SCOPE OF SERVICES**

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

A. Objective. The objective of this agreement is to present at a Heartland 2050 Speaker Series event in August or September 2018 about opportunities and benefits of promoting commuter options and the results of the white paper based on past work with employers. The Contractor shall aggregate data and analysis from recent employer surveys into a white paper that depicts success stories and opportunities of promoting transportation option with local employers. A full Scope of Work is attached in Exhibit I.

B. Anticipated Results. The Contractor will prepare a white paper on success stories of commuting options for employers and will provide staff to present the document at specified events and dates as stated herein Exhibit I.

3. **PERSONNEL**

A. The Contractor represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.

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

C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA.

#### 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

A. Contractor 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. Contractor agrees to contractually require all subcontractors 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.

B. The undersigned duly authorized representative of Contractor, by signing this Agreement, hereby attests to the truth of the following certification, and agrees as follows:

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

C. If Contractor is an individual or sole proprietorship, the following applies:

- a. Contractor must complete the United States Citizenship Attestation form and attach it to this Agreement. The form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>
- b. If Contractor indicates on such Attestation form that he or she is a qualified alien, Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify Contractor lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- c. Contractor understands and agrees that lawful presence in the United States is required and Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

#### 5. TIME OF PERFORMANCE

The Contractor agrees to perform the services of this Agreement as stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 18, 2018 and ending September 30, 2018.

## 6. COMPENSATION

MAPA agrees to pay for the services rendered by the Contractor under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event five thousand dollars (\$5,000). The Consultant shall not derive a profit from this agreement. The Partner Daniel Lawse, as a member of the MAPA Council of Officials shall not be reimbursed for any of his time and effort.

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

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

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

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

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

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

## 7. METHOD OF PAYMENT

The Consultant may request payment for services performed under this Contract monthly but no less than quarterly. The Contractor shall submit request for payment along with a progress report of duties performed. Final payment of services under this contract shall be made by the Planning Agency within sixty (60) days following satisfactory completion of the Consultant's obligations under this Contract. Monthly timelines for payment approval by the Finance Committee shall be August 10, September 7, October 5 and November 9, 2017.

## 8. RECORDS AND AUDITS

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

## 9. TERMINATION OF AGREEMENT FOR CAUSE

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

## 10. CHANGES

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

## 11. PROHIBITED INTEREST

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

## 12. ASSIGNABILITY

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

## 13. CLAIMS

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

## 14. INTEREST OF THE CONTRACTOR

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

## 15. OWNERSHIP OF DOCUMENTS

- A. All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of the Planning Agency. Contractor shall deliver these documents to the Planning Agency at the conclusion of the project for inclusion in the Planning Agency's federal-aid file.
- B. The Planning Agency acknowledges that such data may not be appropriate for use on an extension of the services 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 Contractor to review the data and modify it if necessary for the intended purpose will be at the Planning Agency's sole risk and without legal exposure or liability to the Contractor.



- C. Further, Contractor shall keep time sheets and payroll documents in Contractor's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

#### 16. IDENTIFICATION OF DOCUMENTS

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

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

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

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

#### 17. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of MAPA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FHWA. However, if NDOT or FHWA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of NDOT or the Federal Highway Administration."
- D. In the event of failure of agreement between NDOT and the Contractor relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.

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

#### 18. NONDISCRIMINATION

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

#### 19. CONTRACTOR CERTIFICATIONS

The undersigned duly authorized representative of Contractor, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, 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 Agreement is a lump sum, actual costs-plus-fixed fee, or specific rates of compensation type professional service Agreement, 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 Sate determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb. Rev. Stat. 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 81-1718 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 an position involving the administration of federal funds:

- a. 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 Contractor) to solicit or secure this Agreement, or
- b. 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
- c. 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 Contractor) 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 19.C.a below contains 10 instructions that contractor agrees to follow in making certifications contained in 19.C.b

a. Instructions to Certification

- 1. By Signing this Agreement, Consultant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification of explanation will be considered in connection with State's determination whether to enter into this Agreement. However, failure of Consultant of furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.
- 4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. 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 – Debarment and suspension. Exec. Order No. 12549, 51 Fed. Reg. 6370 (1986).
6. 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 State before entering into this Agreement.
7. Consultant further agrees to include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by State without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 transactions, 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.
9. 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 Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph a.6. of these instructions, if 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, State may terminate this Agreement for cause or default.

b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgement 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;
  - c. 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 1.b) above; and
  - d. 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.
2. Where 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 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.

## 20. MINORITY BUSINESS ENTERPRISE

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

## 21. APPLICABLE LAW AND VENUE

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

## 22. ENTIRE AGREEMENT

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

## 23. PUBLIC BENEFITS

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

## 24. INDEPENDENT CONTRACTOR

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

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

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

#### 26. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGEEMENT

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

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

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

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

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

**VERDIS GROUP**

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

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

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

APPROVED AS TO LEGAL FORM

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

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



## **Draft Scope of Services for Agreement**

### **HEARTLAND 2050 SPEAKERS SERIES**

Verdis Group will present at a Heartland 2050 Speakers Series event in August or September 2018. This will be the primary presentation at the event, which will communicate the opportunities and benefits of promoting commuter options and the results of the white paper based on past work with employers. Verdis will assist MAPA with planning the event and advertising to employers. The event will focus on outreach to employers to promote transportation options and alternatives that can be beneficial for employee wellness, the environment and reducing costs. The Little Steps Big Impact air quality program will be discussed at the event.

### **WHITE PAPER**

Verdis Group will aggregate data and analysis from recent employer surveys into a white paper that depicts success stories and opportunities of promoting transportation options with local employers. The surveys examine several aspects of commuting patterns and plans, including but not limited to:

- Length of commute
- Current commute mode
- Desired commute mode
- Benefits of actively commuting
- Perceived barriers to switching to desired active commute mode
- Perspectives on interventions that could spur a switch to more active commute modes
- Demographics<sup>[1]</sup>, including Zip Code-based data, which tell a narrative across the community

This survey data is derived from 11 surveys of local Omaha employers, including 12,200 survey responses, representing a total workforce of 57,300 employees. This represents over 30 million one-way trips per year, assuming employees work 50 weeks per year. The survey results show mode split, opportunities and barriers to growing non-single occupancy vehicle trips, and what interventions will help employees shift modes and at what rate, and projected financial costs and savings.

The white paper shall be between six and twenty pages. The white paper, including but not limited to the text, maps, computations, electronic data, and other project documents prepared or obtained under the terms of this Agreement are the property of MAPA. Consultant shall deliver these documents to MAPA at the conclusion of the project. MAPA acknowledges that such data may not be appropriate for use on an extension of the services 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 MAPA's sole risk and without legal exposure or liability to Consultant. The Consultant shall not use their logo on the white paper. The Consultant shall use MAPA's logo and federal, state or local funders as provided by MAPA. The white paper shall include the statement, "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the States of Iowa and Nebraska or Federal Highway Administration."

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
AND THE SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT**

1. **Parties** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as "MAPA"), and the Southeast Nebraska Development District (hereinafter referred to as "SEND").
2. **Purpose** The purpose of this MOU is to establish the terms and conditions under which Cass County will transition from SEND to MAPA, upon approval by the State of Nebraska.
3. **Background** The Cass County Board of Commissioners voted to pursue membership with MAPA in December 2016. In December 2017, after one year of discussion and consideration, the Cass County Board of Commissioners voted to formally begin the process of moving from SEND to MAPA for its Economic Development District (EDD). In the 2018 Legislature, LB1019 was introduced that proposed to amend §13-1901 to move Cass County from Region 6 to Region 8. LB1019 was not passed into law. It is anticipated that a bill will be introduced in the upcoming Legislature similar to LB1019 (2018) that proposes to move Cass County from Region 6 to Region 8 in §13-1901.
4. **Term of MOU** This MOU is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU. Implementation of the financial agreements below shall begin July 1 of the year following approval by the State of Nebraska the amended regional boundaries, and remain in full force and effect for in accord with the payment schedule outlined below under this agreement between MAPA and SEND, upon approval of MAPA Interlocal Agreement amendment described in Section 5.
5. **Conditions of MOU** MAPA and SEND agree to cooperate on the transition of Cass County from SEND to MAPA. If and when the anticipated legislative bill described in Section 3 that proposes to move Cass County from Region 6 to Region 8 in §13-1901, SEND agrees to not oppose the anticipated bill. Upon the approval of the aforementioned anticipated bill by the Governor and its becoming state law, MAPA will proceed with amending its Interlocal Agreement to include Cass County as a member of MAPA. Contingent upon adoption of said amendment to the MAPA Interlocal Agreement, MAPA and SEND agree to the following:
  - a. All reasonable efforts will be made to complete the services to municipalities under contract currently with SEND by a mutually acceptable arrangement between the Executive Directors of MAPA and SEND.
  - b. Should a jurisdiction in Cass County wish to work with SEND, the Executive Directors of MAPA and SEND will discuss the situation and develop a solution in accord with the Nebraska Regional Officials Council (NROC) Code of Ethics.
  - c. MAPA will include Cass County in its next update of the Comprehensive Economic Development Strategy (CEDS). SEND will share any relevant data or findings from its work on the CEDS.
  - d. SEND will provide a letter of to the Economic Development Administration (EDA), with a copy to the Nebraska Department of Economic Development, stating its concurrence with the transition of Cass County from SEND to MAPA. MAPA will begin serving with as the EDA-recognized district upon completion and submittal of a CEDS update and approval of the boundary modification by the EDA
  - e. MAPA will provide State Economic Development District (EDD) assistance funds to SEND according to the schedule below, provided that such funding is appropriated by the State of Nebraska. Should less than \$500,000 be appropriated to EDDs, the amount paid by MAPA to SEND will be decreased proportional to amount allocated by the State. For example,

should the State allocate \$400,000 instead of \$500,000 in year 1, a 20% decrease, MAPA's payment to Cass County would also decrease by 20% to \$5,400. Should the State appropriate more than \$500,000 to EDDs, MAPA will not pay more than the amounts listed below.

State Fiscal Year following amendment to §13-1901	Anticipated appropriation to all EDDs	Cass County portion based on \$500k total appropriation	Percent of Cass Co. Portion Paid to SENDD	Anticipated Payment from MAPA to SENDD
Fiscal Year 1	\$500,000	\$6,750	100%	\$6,750*
Fiscal Year 2	\$500,000	\$6,750	74%	\$5,000*
Fiscal Year 3	\$500,000	\$6,750	37%	\$2,500*

\* - Amounts have not been approved by the MAPA Board of Directors and are for discussion purposes only.

f. MAPA does not deem that it would be feasible for any other counties from the SENDD region to be included in MAPA, and makes a good faith pledge that no other counties would be accepted as members for the foreseeable future.

6. **Signatures** In witness whereof, the parties to this MOU, through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: \_\_\_\_\_  
Board Chairperson Date

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

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

SOUTHEAST NEBRASKA DEVELOPMENT  
DISTRICT

ATTEST:

BY: \_\_\_\_\_  
Board Chairperson Date

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

PRINT NAME\_\_\_\_\_

PRINT NAME\_\_\_\_\_

MAPA Legal Counsel: \_\_\_\_\_



2000 Daniel Island Drive, Charleston SC 29492-7541

# Order Form

Site ID: 39755  
Order Number: Q-00596827

**Bill to:**  
Natasha Barrett  
Metropolitan Area Planning Agency  
2222 Cuming St  
Omaha, NE 68102-4328

**Sold to:**  
Melissa Engel  
Metropolitan Area Planning Agency  
2222 Cuming St  
Omaha, NE 68102-4328

Valid Until: 9/27/2018  
Currency: USD  
Payment Terms: NT15

## Subscriptions

### FE NXT Add On Offer

Included Modules: Payroll

Price: \$1,200.00/year

Billed: Annual

Contract term: 36 months

Year 1:	\$600.00
Year 2:	\$600.00
Year 3:	\$600.00

### FE NXT Learn More

Price: \$4,400.04/year

Billed: Annual

Contract term: 24 months

Year 1:	\$4,400.00
Year 2:	\$4,400.00

### FE NXT Pro Offer

4 User

Included Modules: Purchase Orders, Accounts Payable, General Ledger, Project Grant Endowment, Cash Management, Advanced Security, Budget Management, Cash Receipts, Accounting Forms, Queue, Accounts Receivable, Fixed Assets, Allocation, eLibrary, View Only

Price: \$14,352.00/year

Billed: Annual

Contract term: 36 months

Year 1:	\$7,176.00
Year 2:	\$7,176.00
Year 3:	\$7,176.00

## Services

### FE NXT Migration Preparation

Price: \$1,000.00

Billed: 50% Up Front/ 50% in 90 Days

Contract term: 1 month

\$1,000.00

## Cancellations

Credits for cancelled items are issued for the pre-paid, unused portions of cancelled items. Credits are calculated and issued when Your contract is signed and returned and can be applied to Your account at Your discretion.

**FE 7 Accounts Payable**  
**FE 7 Accounts Payable Maintenance**  
**FE 7 Accounts Payable PO Maintenance**  
**FE 7 Accounts Payable Purchase Orders**  
**FE 7 Accounts Receivable**  
**FE 7 AR Maintenance**  
**FE 7 Budget Management Maintenance**  
**FE 7 Cash Management**  
**FE 7 Cash Management Maintenance**  
**FE 7 Cash Receipts**  
**FE 7 Cash Receipts Maintenance**  
**FE 7 General Ledger**  
**FE 7 General Ledger Budget Management**  
**FE 7 General Ledger Maintenance**  
**FE 7 GL Project Grant Endowment**  
**FE 7 Payroll**  
**FE 7 Payroll EFT**  
**FE 7 Payroll EFT Maintenance**  
**FE 7 Payroll Maintenance**  
**FE 7 Projects Grants Endowment MNT**  
**FE Crystal Reports**  
**FE Crystal Reports Maintenance**  
**FE Learn Everything**

<b>New order totals:</b>	Year 1:	\$13,176.00
	Year 2:	\$12,176.00
	Year 3:	\$7,776.00

## General Terms

Enter text here to overwrite the above PO Number or add a note to the invoice:

The fees and terms on this Order Form are valid until 9/27/2018. This Order Form is governed by the [Blackbaud Solutions Agreement](#) and applicable terms and conditions in the [Online Terms and Conditions Center](#), and by signing this Order Form You agree to these terms.

Our records indicate that You are Tax Exempt. You will not be charged sales tax on Your orders as long as Your exemption certificate has not expired. If it has expired, send the new certificate to: [SalesTaxExemptCertificates2@blackbaud.com](mailto:SalesTaxExemptCertificates2@blackbaud.com).

You acknowledge that the Software licensed in this Order Form will be provided through electronic download and that no additional shipment of the program on tangible media (i.e., CD, disk, tape, etc.) shall be provided or is required.

As a Financial Edge NXT customer you benefit from the SKY API capability. Should you choose to use this capability, you can make up to 25,000 calls to the SKY API per day with a global rate limit of 5 calls per second. For additional calls per day, you

must purchase additional usage from Blackbaud. Once you have made your allotted number of calls, you will not be permitted to make any more calls that day.

You acknowledge that certain aspects of Our Solutions interface with and share client content with partner applications purchased by You from third parties ("Partner Applications"). We make no warranty with respect to any Partner Applications, and We shall have no liability should client content become unavailable from such Partner Applications for any reason. Your use and remedies with respect to such Partner Applications shall be pursuant to the applicable third-party agreements in place between You and the third-party provider of the Partner Application.

### **Scopes of Work**

The Professional and Consulting services charges listed on this Order Form are for this purchase only and are subject to the Professional and Consulting Services General Terms. Information specific to the Professional and Consulting services project, or work, can be found in the applicable Statement(s) of Work (SOW).

### **Project Contact Name:**

Enter text here to overwrite the above Project Contact Name:

### **Project Contact Email:**

Enter text here to overwrite the above Project Contact Email:

### **FE NXT Migration Preparation**

<https://www.blackbaud.com/files/sow/NXTFEMIGRATIONPREP.pdf>

### Signatures

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

### **AGREED:**

Client: **Metropolitan Area Planning Agency**

**Blackbaud, Inc.**

By:



Name:

Name: Kevin Mooney

Title:

Title: President, General Markets  
Business Unit

Date:

Date: 9/5/2018

(\*Effective Date)

*All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.*



# FINANCIAL EDGE NXT

Metropolitan Area Planning Agency

Prepared By:  
Coles Williams  
Strategic Account Executive  
*September 6th, 2018*

# Financial Edge NXT™

*Cloud fund accounting for nonprofits*

Financial Edge NXT is a total cloud accounting solution designed to meet the unique needs of nonprofits and government entities. Built on Blackbaud's more than three decades of expertise and experience, Financial Edge NXT delivers all the tools you need to manage financial reporting, monitor and track program success, support fundraising efforts, and ensure overall integrity for your organization.

Financial Edge NXT can help manage your complex reporting requirements and financial processes through best-in-class capabilities that include:

- A comprehensive cloud fund accounting solution to drive transparency, stewardship, and compliance
- Powerful, accurate reporting and budgeting to guide strategic planning and inspire confidence in your stakeholders
- Full program and grant accounting capabilities to improve visibility across your organization
- Robust control tools to prevent fraud and wasteful spending and demonstrate your commitment to ethical accounting practices
- Innovative, modern cloud infrastructure to ensure solution uptime and scalability so your applications are always available when you need them

Intuitive, reliable, and secure, Financial Edge NXT can help streamline financial processes at your organization, so you can spend more time and resources to drive your mission forward.

## Proven Mission Impact

On average, Financial Edge™ solution line customers experience a 5% improvement in operating margin 1-2 years post implementation, while improving revenue and liquidity.

## WHAT IF YOUR 2019 LOOKED LIKE THIS?

5%	10%	20%
AVERAGE IMPROVEMENT IN OPERATING MARGIN	AVERAGE REVENUE GAIN	AVERAGE IMPROVEMENT TO LIQUIDITY

“Financial Edge NXT is almost self-intuitive. Blackbaud has done a good job of simplifying the software while still addressing the intricacies of the financial needs we have.”

—Neal Pike, CFO  
The Heritage School



# Key Product Features of Financial Edge NXT™

Financial Edge NXT is a comprehensive financial management solution built specifically to meet the needs of nonprofits and government entities. Powerful accounting features empower nonprofit finance staff members with the transparency, flexibility, and intelligence they need to improve efficiency and drive results.

## Core Fund Accounting

### General Ledger

Built exclusively for nonprofits and government entities, Financial Edge NXT's flexible General Ledger structure can manage your complex reporting requirements, even for the most challenging stakeholders. Designed over decades of working with nonprofit accountants, Blackbaud uses a combination of powerful tools—from account segments to transaction characteristics—to deliver an experience that's tailored to your unique business processes while providing control and simplicity that commercial systems can't offer.

As the core component of Financial Edge NXT, all transactions flow from other modules into the General Ledger's accounts and projects. Our General Ledger design allows you to easily report from multiple perspectives while maintaining a clean chart of accounts, implement strong internal controls, and seamlessly adapt to changing funder requirements with best-in-class reporting design.

### Allocation Management

Automatically allocate amounts by account, account attribute, project, project attribute, transaction code, and transaction attribute. Allocation Management provides mechanisms for both direct and indirect allocations, as well as reallocations based on ending balances, average daily balances, or net change balances—eliminating the need for external spreadsheets that have no built-in validation.

### Advanced Security

Set full security on accounts, projects, reports, queries, and more. Your system administrator or staff member with supervisor security rights can give or deny user rights to specific information so it does not appear on an unauthorized user's search screen or in any reports that user creates. With Advanced Security, you can easily and securely share performance information with non-financial read-only users.

### Budget Management

Budget years into the future so your organization can prioritize its expenditures, assess its funding needs, and make comparisons across fiscal years. You can configure project-level budgets to automatically change existing account budgets and create multiple "what if" budget scenarios to measure the impact of potential change. Budget Management also helps you control expenses by establishing spend thresholds that can later trigger alerts based on actual performance.

### Projects, Grants, and Endowments

By tracking transaction and budgeting data at the project level, you can monitor key initiatives with ease. Separate and report on activity for various projects, endowment, events, scholarships, investments, and other elements without exploding the number of accounts in your system. Projects, Grants, and Endowments allows you to keep pulse of activity right on the project record—without running reports—and create project-level budgets to keep all your initiatives on track. Finally, grant management tools help you reduce grant administration efforts, by allowing you to capture unlimited grant information, set deadlines, report across multiple fiscal periods, and even automate reimbursement billing.

## Blackbaud SKY™ Reporting and Dashboards

SKY Reporting and Dashboards provides your staff with timely, actionable financial data. Use interactive transactional reports, personalized dashboards, and advanced analytical tools to generate board-ready reports in an instant, schedule email report updates, or drill into report details to analyze key metrics. SKY Reporting is the future of integrated business intelligence for nonprofits, designed to combine data insights across multiple Blackbaud solutions.

In addition, Financial Edge NXT takes advantage of classic Financial Edge concepts, like advanced filtering by virtually any data element, making it the fastest and most flexible reporting tool for managing dynamic funding requirements.



## Working Capital Management

### Accounts Payable

Make payments any way you want—by check, bank draft, direct disbursement, credit card, or electronic funds transfer (EFT). Accounts Payable makes paying bills easier while giving you the ability to meet changing payee requirements, maintain sound controls, and conduct analysis to properly manage your vendor relationships and liquidity. Accounts Payable combines with Purchasing, Expense Management, and Cash Management to provide your organization with a complete and efficient A/P workflow.

### Accounts Receivable

Track individual clients, organizations, and funding sources. Accounts Receivable provides the ability to establish default payment responsibility for each client record, enabling you to bill a third party for a portion or all of a client's charges and services rendered. You can also apply one payment (whether cash, check, or credit card) to multiple client accounts and draft automatic payments from a specified bank account.

### Cash Management

Manage multiple bank accounts and credit cards with advanced features to simplify payment adjustments, account activity, and reconciliation. For each account, you can view a register listing all deposits and disbursements, drilling down to view additional details. With Bank Feeds, you can automate your reconciliation process to ensure that you start balanced and stay balanced, improving your time-to-close. Cash Receipts functionality allows you to handle the small cash details that can clutter a ledger, such as postage meter money and vending machine revenue.

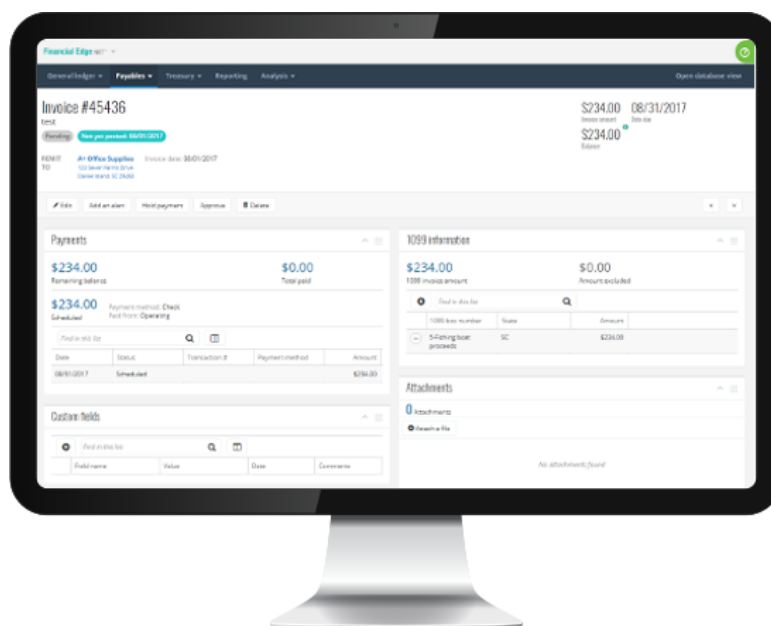
## Purchasing and Employee Expense

### Expense Management

Obtain an unprecedented view into how money is being spent within your organization by automating your full purchasing and employee expense processes in the cloud. Eliminate time-and-resource-consuming manual, paper-based processes, while ensuring that your organization's spending policies are applied and enforced via online workflows directly integrated with your accounting ledgers. In addition to aggregating your holistic view of organizational spend, Expense Management allows you to control decentralized spending, reduce administration time, and automate reconciliation processes.

### Purchase Orders

Take advantage of a variety of options for recording purchases, tracking encumbrances, and generating invoices from receipts. You can track the complete order process, from the initial requisition through the entry and printing of purchase orders to the recording of merchandise when it arrives and the generation of accounts payable invoices.



## Other Modules

### Accounting Queue

Schedule a sequence of tasks that can be executed, one after the other, automatically and unattended. Using Accounting Queue is easy: simply add tasks to a queue and schedule it to run whenever you want, even overnight or during a weekend. Queue can automate tasks such as printing, emailing, importing, exporting, and posting various data in Financial Edge NXT.

### Consolidation Management

Whether your organization is reporting on multiple chapters, foreign or domestic subsidiary offices, headquarters, or outreach operations, Consolidation Management automates the “roll up” of financial data, letting staff efficiently consolidate and report across different datasets with varying account structures, fiscal years, or currencies.

### Fixed Assets

Store all the information your organization needs to properly track and manage your property, plant, and equipment. The solution calculates depreciation based on built-in IRS formulas or on custom depreciation schedules you enter to meet specific needs.

### Payroll

Simplify your payroll administration and human resources procedures. Payroll makes your in-house payroll process a timely and cost-effective alternative to outsourcing. Designed to reflect current employment trends, this sophisticated, yet easy-to-use system accommodates incentives offered in today's workplace, such as flexible work schedules, complex benefits packages, and much more.

## Open RESTful APIs

### SKY API™

SKY API provides open, RESTful APIs, allowing for more customization, integration, and extended functionality—all protected by industry-standard authorization and authentication tools. With SKY API and Blackbaud's modern developer portal, your in-house developers or consultants can get started quickly using the available endpoints of Financial Edge NXT and other Blackbaud solutions

# Financial Edge NXT™

*Fund accounting simplified.*



## OUR AWARDS



TrustRadius awarded their 2017 Top Rated badges to products with the highest ratings in 79 of the most popular B2B software categories. Based solely on end-user data, these awards are unique in that they truly represent the authentic voice of the customer. **Financial Edge NXT** was named 2017 Top Rated Accounting & Budgeting Solution.

**Financial Edge NXT** is among the top five highest user-rated software solutions on Software Advice for Fund Accounting in all three categories—Overall Performance, Ease of Use, and Customer Service.



## BLACKBAUD UNIVERSITY

### YOUR SUCCESS IS OUR MISSION

Training is an integral part of our on-boarding process. Blackbaud University is your **strategic** partner.

Your mission is to do Social Good. Our Mission is to advance your Mission. Blackbaud University drives the success of your development team to engage and mobilize your supporters in the most efficient manner.

We drive outcome gains on the following metrics:



Staff  
Efficiency



Fundraising  
Revenue



Donor  
Retention



Staff  
Empowerment

**So how do we do it?** It starts with our curriculum, our knowledge, and our availability. Our curriculum will help provide direction and vision for your fundraising initiatives.

We pride ourselves in providing the best education possible and focus on a cost-effective approach that is easy to consume. We make all of this available to your staff via a simple **Learn Subscription**.



With Blackbaud University training, we have learned tips and tricks that have saved us hundreds of hours and thousands of dollars. We are now in tune with working smarter, not harder.”

# THE VALUE OF TRAINING AT BLACKBAUD

## COST OF EDUCATION

**\$1,000**

Average Cost of Learn  
Subscription Per User

## INDIVIDUAL EFFICIENCY GAINS

**\$5,000**

Hourly Rate \$21 at 5 Hours  
Per Week

## ORGANIZATIONAL FUNDRAISING VALUE

**\$25,000**

5% Increase in Fundraising

*Survey results from 1,412 user responses  
Org. value based on a small non-profit with \$500K in annual fundraising*

## LEARN EVERYTHING

- ✓ All eLearning  
(Basic + Advanced videos)
- ✓ All Virtual Instructor-Led  
Training  
(Tech + Outcome-based)
- ✓ All Live Instructor-Led  
Training
- ✓ All Best Practices
- ✓ Certification Exam  
fee is waived

Instructors are non-profit and Blackbaud experts with 35 years of fundraising experience and 90% have fundraising and DBA experience in the non-profit industry. We make classes available how, when, and where you want them. We certify the knowledge of your staff.

Once you have the foundational skills to use your Blackbaud software, Blackbaud University ensures that your solution is not just a repository of information, but rather a tool to drive your organization forward.



## BLACKBAUD UNIVERSITY BY THE NUMBERS

2016 – January through September



## AWARD WINNING SUPPORT LONG TERM PARTNERSHIP

Your continued satisfaction is the cornerstone of our mission. To ensure you get the most from your investment in our products, Blackbaud offers comprehensive and convenient support resources. We have the most active online non-profit software community available.

- 50,000 + Knowledgebase articles
- 700+ YouTube videos
- 500+ Blog posts a year

When you have a question about our products, we want to answer it right away.

- More than 250 product and technical experts handling 2,000+ issues a day
- 84% of issues are resolved on the first contact
- Chats are typically picked up in less than 90 seconds
- Customers love that they can skip the note-taking with chat support – the conversation is automatically recorded

The ***when you work at a nonprofit*** tumblr should have something about the unbridled joy of Blackbaud's live-chat help feature."

- Sarah Lawson  
Safe Shores







LAWNDALE CHRISTIAN  
**HEALTH CENTER**  
*Loving God. Loving People.*

### LAWNDALE CHRISTIAN HEALTH CENTER MISSION IMPACTED CUSTOMER

The non-profit centric design in Financial Edge NXT improves reporting and operations at Lawndale Christian Health Center. Reporting functionality and non-profit centric design has saved 15-20 hours per month.

> [\*Read full case study\*](#)

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### FELLOWSHIP BIBLE CHURCH MISSION IMPACTED CUSTOMER

With Financial Edge NXT, Fellowship Bible Church now has a true non-profit fund accounting system in place. Staff members are able to budget in real time and track their assets in house. The solutions ability to use projects within an account has narrowed down overall chart of accounts.

> [\*Read full case study\*](#)

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Senior Resource Association

### SENIOR RESOURCE ASSOCIATION MISSION IMPACTED CUSTOMER

The accounts payable module is the most powerful Accounts Payable system that we have seen, largely due to the ability to create allocations at the most detailed level. This makes tracking an expense back to an invoice much easier and faster than allocating through a journal entry.

> [\*Read full case study\*](#)

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### TARGET ALS FOUNDATION MISSION IMPACTED CUSTOMER

Financial Edge NXT allowed Target ALS to keep up with moving funds and shifting priorities. We have been able to improve transparency and enhance donor relationships.

> [\*Read full case study\*](#)

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# INVESTMENT

## FINANCIAL EDGE NXT

CURRENT CONFIGURATION		FINANCIAL EDGE NXT CONFIGURATION	
<i>On Premise - FE 7</i>		<i>4 User Licenses</i>	
General Ledger	\$8,173	General Ledger	ALREADY OWNED
Projects, Grants, Endowments		Projects, Grants, Endowments	ALREADY OWNED
Accounts Payable W/ EFT		Accounts Payable W/ EFT	ALREADY OWNED
Cash Management		Cash Management	ALREADY OWNED
Budget Management		Budget Management	ALREADY OWNED
Purchase Orders		Purchase Orders	ALREADY OWNED
Cash Receipts		Cash Receipts	ALREADY OWNED
Accounts Receivable w/ EFT		Accounts Receivable w/ EFT	ALREADY OWNED
Payroll		Payroll	ALREADY OWNED
Blackbaud University Unlimited Training		Blackbaud University Unlimited Training	ALREADY OWNED
		<u><b>Annual Subscription Fees</b></u>	
		SKY API Cloud Reporting	NEW
		EFT Module	NEW
		Advanced Security	NEW
		FE Hosting	NEW
		Accounting Forms	NEW
		Accounting Queue Module	NEW
		Fixed Assets	NEW
		Allocation Management	NEW
		WebPortal (Purchasing / Invoicing)	NEW
		View Only Access: 10 users	NEW
		Export Excel Add-In Feature	NEW
		Nonprofit Intelligence Reporting	NEW
		Intuitive Web Interface	NEW
		Mobile Responsiveness	NEW
		Invoice and Grant Budget Management Tracking	NEW
		Bank Feed/Credit Card Functionality	NEW
			NEW
		<u><b>One-Time Consulting Fees</b></u>	
		Blackbaud NXT Migration Readiness	NEW
<b>CURRENT INVESTMENT:</b>		<b>SEPTEMBER PROMOTIONAL PRICING:</b>	
2018-2019:	\$ 9,399.00	YEAR 1:	\$13,176
2019-2020:	\$ 10,809.00	YEAR 2:	\$12,176
2020-2021:	\$ 12,430.00	YEAR 3:	\$7,776

**\*Note: This pricing is good on agreements signed by September 28th, 2018\***

## Expected Credit:

Expected Credit as of TODAY			
Metropolitan Area Planning Agency			
Product	Cost Per Day	Days Left	Credit
Financial Edge 7	\$16.35	268	\$4,381
TOTAL ESTIMATED CREDIT AS OF: 09/05/2018			\$4,381
Each day your credit lessens by this amount:			\$16.35
Waiting two weeks to migrate will cost you this much credit:			\$229
Waiting one month to migrate will cost you this much credit:			\$490
Waiting two months to migrate will cost you this much credit:			\$981

# STRATEGIC COMMUNICATIONS PLAN



Omaha - Council Bluffs  
Metropolitan Area  
Planning Agency

Connect. Plan. Thrive.

# METROPOLITAN AREA PLANNING AGENCY COMMUNICATIONS PLAN

[AUGUST 2018]

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The MAPA Communications Plan will serve as a guiding document for the agency's communication and outreach efforts. It will be used as the foundation for building communication strategies.

The Communications Plan is one of the actions resulting from the MAPA strategic plan and the strategic planning process. The Strategic Planning process is the first to involve the Board and full staff in MAPA's recent history. It is intended as a foundation that will be reviewed annually and updated as part of the budgeting and goal-setting process conducted each year.

# ABOUT MAPA

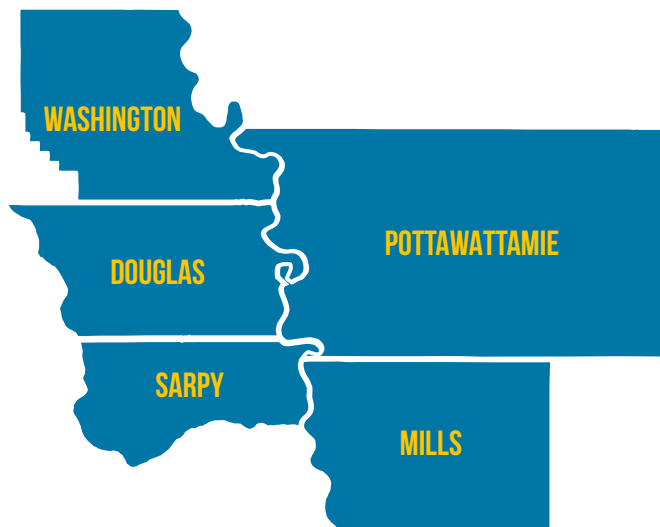
As a Metropolitan Planning Organization (MPO) and a regional Council of Governments (COG), the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) is a unique organization, which serves multiple governments and communities in a variety of fields such as long-range transportation planning, community and economic development, and air quality in three and five counties encompassing eastern Nebraska and western Iowa respectively. In addition, MAPA's Heartland 2050 regional visioning project focuses on key areas such as infrastructure, economic development, natural resources and housing and development.

MAPA's uniqueness stems from the recognition it receives as an independent voice working for the common good of the Omaha-Council Bluffs metro area. In the past, MAPA was seen as a silent partner working quietly behind the scenes to support its members and place member communities in the forefront of the news media and other external audiences. Now the agency, at the request of the MAPA Board of Directors, has an opportunity to take a more public role and become a thought-leader in the region.

In addition, a larger, big picture conversation is unfolding about transportation, particularly public transit, in the Omaha-Council Bluffs metropolitan area and how it can be enhanced to close the gap in a number of disparities such as access to education, employment, and health care. This continuing conversation provides another opportunity for MAPA to use its expertise to not only convene the parties involved in this work from the fields of business and industry, philanthropy, the non-profit sector and government, but to lead and drive the discussion.

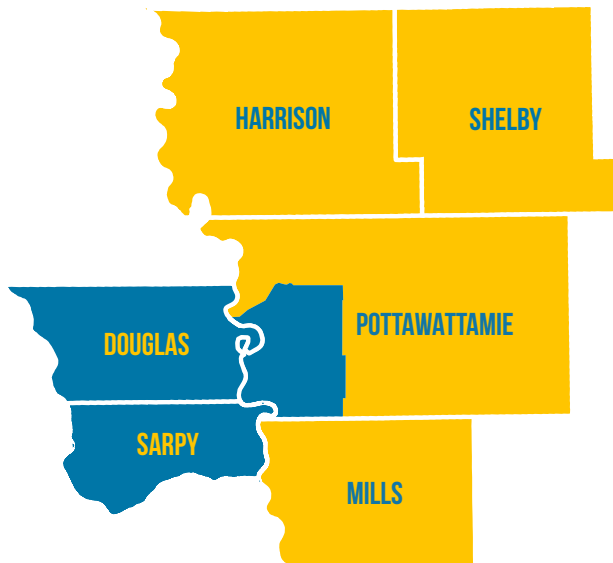
This opportunity creates some communication challenges due to the complexity and diversity of MAPA's service areas, audiences, and membership. In the past, MAPA's various departments have often worked independently of each other without emphasis on how their respective work is interrelated in a common goal. This has led to challenges, which include a lack of cohesive and coordinated messaging about the agency and how plans and projects interrelate and support the same goal, and confusion among staff members about MAPA's mission and goals. In addition, some of MAPA's external audiences have competing needs, interests, and perspectives due to their locations, populations, and even political affiliations, which create another challenge for messaging.

# MAPA REGION



## COUNCIL OF GOVERNMENTS

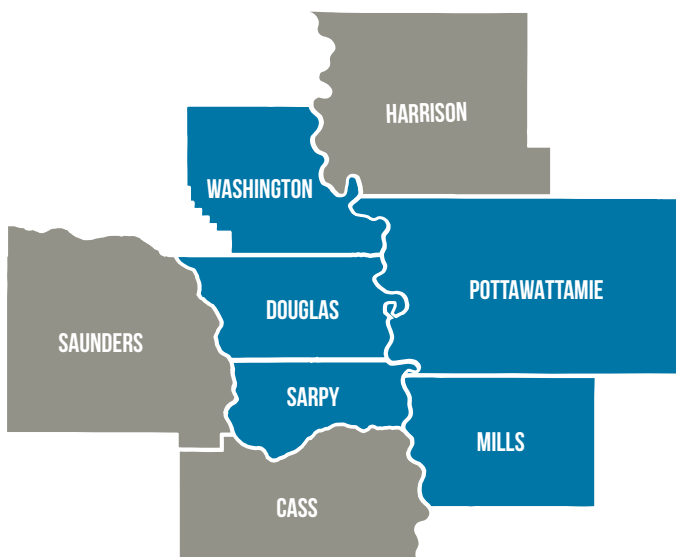
MAPA is governed by a 63-member Council of Officials, representing each of the 64 governmental units which comprise MAPA within the five counties it serves. They include: Douglas, Sarpy, and Washington Counties in Nebraska; Pottawattamie and Mills Counties in Iowa. The Council's roles include approving the agency's long range plan and setting overall policy.



## TRANSPORTATION PLANNING AFFILIATIONS

In its role as a Metropolitan Planning Organization, MAPA is the pass-through agency for millions of dollars in federal transportation funding for the Transportation Management Area (TMA) it serves which consists of Douglas and Sarpy Counties in Nebraska and western Pottawattamie County in Iowa (mainly the boundaries of the City of Council Bluffs). In addition, MAPA also serves as the administrator for Iowa Regional Planning Affiliation 18, which includes the counties of Harrison, Mills and Shelby, and the non-urbanized portion of Pottawattamie County.

MPO = BLUE  
RPA-18 = YELLOW



## HEARTLAND 2050

At the time of its inception in 2011, the work of the Heartland 2050 Regional Visioning project included the eight counties in the Omaha Metropolitan Statistical Area (MSA). The MSA counties include all five counties in the MAPA region plus Saunders and Cass Counties in Nebraska and Harrison County in Iowa. Heartland 2050 has evolved into the Heartland 2050 Regional Planning Committee and it will focus its core work on the five counties in the MAPA region.



# AUDIENCE

Audiences for MAPA can be divided into external and internal categories.

The following groups are included in the external category: Member Governments, Elected and Appointed Officials, Heartland 2050 members, Project Partners and Non-Profits, Stakeholders and Committee Members, Funders/Potential Funders, the public and the media.

For the internal category the following groups are included: Council of Officials, Board of Directors, Committees and Employees/Staff.

These groups can also be divided into "Recipients of MAPA services and those who help support MAPA through services or financially."

## OBJECTIVES

One of MAPA's key goals, as outlined in the agency Strategic Plan, is to enhance communication by developing a comprehensive marketing and communication strategy where external communication is consistent and coordinated.

MAPA's key audiences and MAPA staff need to be more engaged with each other so MAPA's audiences have a better understanding about the higher-level mission of MAPA or the agency's multiple roles, and so MAPA staff have a better understanding of the functions of MAPA's audiences. Through increased understanding of MAPA's mission, one objective is to have MAPA's audiences communicate MAPA's many roles and the benefits of regionalism.

The following information is a breakdown of the objectives, challenges, primary messages and communications tools for each MAPA audience.

### BOARD OF DIRECTORS/COUNCIL OF OFFICIALS:

#### Objective:

- Be MAPA's champions.

#### Challenges:

- They have many roles/responsibilities competing for their time which creates challenges to establishing a level of continuous engagement. They lack comprehensive knowledge of long range planning and the connection of regional projects to their local communities.

#### Primary Messages:

- Talk about higher-level/big picture focus of MAPA and link community connections to MAPA's services and benefits, be accountable to local priorities and values, emphasize the value and benefits of regionalism: More can be accomplished together, and pooling resources and sharing services is critical to the region's success.

#### Communication Vehicles:

- Executive Director's report during monthly board meetings linking work to big picture, one-on-one meetings, possible one page summary of current projects with link to big picture, possible monthly email updates. Develop opportunities for Board and Council members to introduce or lead meetings and discussions where appropriate. Develop opportunities in the media for MAPA's Board Chair to speak on behalf of the agency. Establish phone tree among Council of Officials members to improve representation at meetings.

## COMMITTEES:

### Objective:

- Be small-scale champions & better able to inform about MAPA.

### Challenges:

- There are a variety of committee types/purposes. It's difficult to fit messaging for everyone.

### Primary Messages:

- Be able to inform about big picture and explain the connection between local projects and the regional picture.

### Communication Vehicles:

- Quarterly email updates, engage committees in the process by showing them what MAPA is to enable them to carry that message.

## STAFF OF LOCAL GOVERNMENTS:

### Objective:

- Be MAPA's champions, be able to talk about big picture & promote MAPA services.

### Challenges:

- Competing perspectives, limited staff/lack of resources.

### Primary Messages:

- MAPA can serve both urban and rural interests. Promote as a trusted resource for data and information, a strong partner on local projects and responsive and accountable to local concerns.

### Communication Vehicles:

- Quarterly updates via email/print, one-on-one meetings and local government meetings, and MAPA's work for local interests in having community leaders identify areas of mutual concern and actions to take on them. Have MAPA leadership make presentations to county boards at least annually. Share value of MAPA services visually and consistently.

## ELECTED & APPOINTED OFFICIALS:

### Objectives:

- Be MAPA's champions and promote MAPA's services to their communities.

### Challenges:

- There are competing interests, misinformation spread about MAPA and a lack of engagement from different groups.

### Primary Messages:

- Talk about higher-level/big picture focus of MAPA and link community connections to MAPA's services and benefits, be accountable to local priorities and values, emphasize the value and benefits of regionalism: More can be accomplished together, and pooling resources and sharing services is critical to the region's success.

### Communication Vehicles:

- One-on-one meetings, regular email updates and introductory letters to new members/office holders.



## HEARTLAND 2050 MEMBERS:

### Objective:

- Have a better understanding and awareness of what MAPA is and does, as well as be engaged with MAPA.

### Challenges:

- There is a lack of knowledge and understanding from a large variety of organizations. There is also a different level of engagement from each organization.

### Primary Messages:

- Explaining how Heartland 2050 fits into the big picture of MAPA.

### Communication Vehicles:

- Monthly newsletter, emails to working groups, summits, and help members and partners share their stories about their work and how it is a part of Heartland 2050.

## PUBLIC:

### Objective:

- Have a better awareness of MAPA and what it does.

### Challenges:

- A lack of knowledge of MAPA and its lack of visibility to the public.

### Primary Messages:

- Have a basic, big picture awareness of MAPA punctuated by specific projects (e.g. knowing why it matters).

### Communication Vehicles:

- Social media, public meetings, flyers, project materials and MAPA's website.

## MEDIA:

### Objective:

- Obtain more news coverage of regional issues and topics from a regional perspective.

### Challenges:

- There is a lack of knowledge of MAPA, plus frequent staff changes among reporters.

### Primary Messages:

- Publicize and broadcast more information about MAPA.

### Communication Vehicles:

- News releases, news conferences, media opportunities and one-on-one meetings.

## EMPLOYEES/STAFF:

### Objective:

- Share information and messaging about MAPA with one voice. Need to increase the understanding of how each person's role contributes to MAPA's overarching goals.

### Challenges:

- There is always a variety of ongoing projects or work areas, as well as a lack of understanding outside each employee's department.

### Primary Messages:

- MAPA's internal employees/staff must be interconnected.

### Communication Vehicles:

- Staff meetings and general talking points.

## STAKEHOLDERS/NON-PROFITS/PROJECT PARTNERS:

### Objective:

- Educate companies/organizations about MAPA and be informed about MAPA, be partners on promotion assistance.

### Challenges:

- Varied interests/backgrounds, limited staff and resources for non-profits and ownership, limited engagement and ownership, knowledge of MAPA often limited to a particular project.

### Primary Messages:

- Be informed on and promote MAPA's projects/services and the big picture of how MAPA applies to them.

### Communication Vehicles:

- Email updates and lists, social media, project update, committee, public and one-on-one meetings and annual reports. Find opportunities to coordinate messaging with project partners.

## FUNDERS/POTENTIAL FUNDERS:

### Objective:

- Promote MAPA and what their money is funding and why it's important. This group needs to relate it back to their audience.

### Challenges:

- There are conflicting priorities on programming, receiving and retaining funding.

### Primary Messages:

- Promote the benefits of MAPA and how MAPA aligns with their own organizational goals.

### Communication Vehicles:

- Quarterly reports, websites, end of year reports, annual reports, newsletter and earned media.

MAPA will need assistance implementing the communications strategy being developed. In general, two of the key challenges MAPA faces with its vast external and internal audiences are their lack of knowledge or understanding about MAPA's multiple roles and the big picture, which contributes to a lack of engagement in some of these audiences. With many of the external audiences, explaining the link between MAPA's plans and projects and the overall mission would help create more awareness among external audiences and help make them our champions. This can be accomplished through board meetings, one-on-one meetings and prepared hand-outs.

For the media, news releases, e-newsletters, social media and one-on-one meetings would help create greater awareness of MAPA. Some of these items are tools used already and others could be increased in frequency.

For the MAPA staff, monthly staff meetings and lunch and learns should continue to help better educate staff members. An official mission statement for MAPA should be drafted to help link the work of staff members to MAPA's mission as a whole. In addition, specific messaging and talking points should be developed and shared with all MAPA staff. A training session should be scheduled with MAPA staff to review the messaging/talking points.

# TOOL INVENTORY

MAPA uses a variety of tools to communicate with its audiences. They have been categorized into four segments: paid media, earned media, shared media, and owned media/outreach.

## MEDIA TYPE

### PAID

Promotional content which runs in print, broadcast, digital and other mediums that the organization pays the provider to post and promote.

### EARNED

News coverage of an organization or its events, and activities which occurs without a paid media campaign and is generated by news releases or news tips.

### SHARED

Information about an organization which the organization itself posts on its social media platforms and is shared with its followers through those platforms. Followers are able to respond to or comment on posts.

### OWNED/OUTREACH

Information an organization publishes about itself and disseminates and/or resources it has available in the public view, e.g. websites, newsletters, etc.

## PRINT

- **NEWS RELEASES**
  - Inform the media about events, plans and any other agency news.
- **NEWSLETTERS**
  - Inform our members and the public about recent MAPA events and involvement.
- **MAPA CALENDAR**
  - Inform our members about important MAPA dates in the form of a giveaway item.
- **ANNUAL REPORTS**
  - Provide MAPA and Heartland 2050 members and the public with an annual review of the agency's projects and accomplishments.
- **PUBLIC NOTICES**
  - Inform the larger community about upcoming meetings, projects and events.
- **PUBLISHED PLANS**
  - Provide in-depth information about strategic plans for the transportation, economic development and community outreach within the MAPA region.

## EVENTS

- **SUMMITS**
  - Spread awareness of current projects and involvement to MAPA and Heartland 2050 members.
- **COUNCIL OF OFFICIALS**
  - Connect mayors and community leaders in the MAPA and Heartland 2050 regions.
- **BOARD OF DIRECTORS**
  - Monthly meetings for MAPA members to know about MAPA's regional efforts and discuss any projects, reports or issues.
- **MEETINGS**
  - Host a variety of events and meetings for members and the public who are interested in MAPA projects or involvement.

# DIGITAL

## MAPA

- **WEBSITE**
  - Serve as a news resource to MAPA members, the public and host all publications.
- **FACEBOOK**
  - Inform the public about MAPA projects and other regional stories relating to MAPA or planning.
- **TWITTER**
  - Provide quick updates to the public about MAPA's projects or newsworthy information in the region.
- **LINKEDIN**
  - Provide information to business professionals, including open positions and important agency news.
- **EMAIL LISTS**
  - Send out information about MAPA's projects and involvement in the region.
- **BLOGS**
  - Provide information about MAPA projects and related news within the region.

## HEARTLAND 2050

(These platforms may change with the realignment of Heartland 2050)

- **WEBSITE**
  - Serve as a resource for Heartland 2050 information, updates, projects and events.
- **FACEBOOK**
  - Inform the general public about Heartland 2050's projects and events, as well as regional news that aligns with the Heartland 2050 mission and goals.
- **TWITTER**
  - Provide quick updates to the public about Heartland 2050 news, project updates and event details.
- **EMAIL LISTS**
  - Send out a monthly newsletter about Heartland 2050 upcoming projects and events.

# SOCIAL MEDIA AUDIT

MAPA has focused on growing its online presence over the past year. The implementation of this communication plan aims to continue MAPA's online growth, outreach, and influence; in addition to creating strategies and procedures for internal communication. By outlining each platform's mission, MAPA will use those guidelines to curate/tailor content best suited for each site's strengths and target audience to accomplish the desired communication goals.

MAPA's primary digital media tools are Facebook, Twitter and its website. All past social media strategies have centered on informing the audience of all current projects, news, events and future project involvement in the Omaha-Council Bluffs region. MAPA strives to be a transparent, informative and reliable source of information available for the public by producing a steady flow of printed and online materials (newsletters, annual reports, social media posts, event information, public notices, blogs, etc).

All social media sites are managed proactively and updated to ensure all external information is current. As a result, MAPA has become a predictable news source - the public can expect certain printed publications bi-monthly (MAPA's "What's Happening" Newsletter) and annually (MAPA's Annual Report). Social media activity has gone from haphazard, project-oriented posts to adopting a consistent schedule for weekly posts. This change has eliminated periods of online inactivity and moved towards a continuous, deliberate posting schedule that has increased MAPA's audience interaction and reach. In addition, all of MAPA's social media tools are used interdependently. This tactic has been successful by increasing MAPA's outreach. By sharing content across three sites, the audience has more exposure to the intended message which has increased overall audience interaction.

## What can MAPA's current social media strategies do better?

- Transportation email
  - MAPA needs to decide if the transportation email is worth keeping as a means of external communication. It was created and is distributed by the Transportation Department. If MAPA decides to keep this approach, it should be reviewed by and possibly distributed by the Communications Department in order to keep MAPA's brand consistent and reduce duplicative content as well as content that does not align with MAPA's core goals and mission.
- Digitize more community materials.
  - Create a place on MAPA's website where community forms, pamphlets, etc. information is available. Move toward digital publishing in addition to printed materials.
- Continue to increase follower involvement.
  - Create more opportunities for the audience's participation online. Start posting more conversational posts to engage in a larger dialogue.
  - Invest in more boosted posts. There is an inconsistency with how many users MAPA's posts reach from organic posts (varies from 50-200+ viewers). Boosted posts allow MAPA to reach a larger audience (varies from 800-3,000+ people).
- Need to increase MAPA's internal communications efforts.
  - MAPA needs more departmental communications. There is a disconnect between each department with ongoing or completed projects. Develop a regular schedule of short, weekly update meetings which discuss the work ahead for the next two to three weeks.

# TIMELINE

MAPA has been posting consistently about current projects and involvement. MAPA has taken advantage of Facebook, Twitter and its website to ensure all communications are shared effectively and appropriately. MAPA focuses its involvement in projects relating to transportation development, community and economic growth and development, air quality, solid waste management, energy and data. In addition to promoting and preserving projects and plans that improve the quality of life for residents in the Omaha-Council Bluffs region, MAPA will continue to engage and endorse projects concerning these topics in the future.

## PROJECTED PROJECTS:

1. Update all remaining MAPA flyers, brochures and handouts to include current logo and agency colors. (1 item a month)
2. Update and create extra options for MAPA presentation templates such as PowerPoint, etc. (1 item per month starting in the second/third quarter)
3. Develop basic messaging for employees to describe to public what MAPA is and does. (Second quarter)
4. Develop social media strategy and plan for Heartland 2050. (Third quarter)  
\*This is subject to the changes taking place within the Heartland 2050 structure\*
5. Develop promotional packet for MAPA. (Fourth quarter)

# RETENTION/MAINTENANCE PLAN

Successful strategic communication plans include a period for re-evaluation. This step is as valuable as creating and implementing the goals and efforts. After examining the communication plan's results, one can determine if the outcome was successful or unsuccessful. Have the strategies been useful? What worked well? What was unsuccessful? What needs adjustment?

MAPA plans to re-evaluate its communication plan every fiscal year. MAPA will audit all communication efforts to determine if the plan is successful. This will determine if MAPA has met all desired communication goals by looking at its social media analytics and earned media. This process will ensure that MAPA's communication efforts are being upheld over the course of a year or what changes need to be made to achieve its objectives.



# STAFF INSIGHT

Communication needs to be at the forefront in every MAPA department, and it is crucial to communicate clear, concise messages effectively to the target audience. MAPA managers were interviewed to gain a clear understanding of each department's perception of MAPA's overall communication efforts, areas in need of improvement, and the biggest challenges MAPA faces as an organization.

From the interviews, one of the biggest concerns was MAPA's messaging. MAPA needs to provide a consistent communications style. The MAPA staff feels as if there are multiple 'MAPA voices' instead of one, uniform voice. All information released should be tailored to its target audience, in a cohesive style. In addition, all communications should be layman friendly and omit any specific jargon or terms to further confuse the audience. MAPA should recognize its audience and speak to it on its terms. With that said, MAPA should be presented as an organization dedicated to serving the public. By establishing a clear, visible, unified message, MAPA would eliminate any excess confusion regarding its mission or services provided and be seen as a thought leader and valuable resource for its communities.

The other main area that needs to be clarified is with Heartland 2050 and how it fits in with MAPA. There is a huge disconnect with MAPA and Heartland 2050, and Heartland 2050 needs to be better incorporated with MAPA. Heartland 2050 needs to have a bigger identity within the MAPA brand. It needs to be positioned as a MAPA project and be linked to MAPA accordingly. There needs to be a greater awareness about the Heartland 2050 mission and goals - how does it fit into the values and daily work of MAPA? Heartland 2050 and MAPA need to be on the same page to further communication efforts.

## ONE-ON-ONE INTERVIEWS:

In addition to inquiring about MAPA's overall communications, staff members were asked to analyze each department's communication strategies, and how they can improve to further MAPA's communication efforts:

### Administration

- Have an agency-wide communication plan.
- Place communications at the center of the department.
  - Have all departments work together to communicate any internal notifications or updates relating to MAPA projects, ongoing or involvement.
  - Continue to look for new ways to communicate internally.
  - Know how to communicate MAPA's mission effectively.

### Heartland 2050

- Emphasize that Heartland 2050 is part of MAPA and integrate the work
- Focus on message and audience
  - Define areas of focus: what we own - what we support - how to communicate it
- Account for broad message of Heartland 2050
- Grow recognition among core audience and find more ways to be visible and communicate
- Create toolkits for outside promotion
- Collaborate with partners on the variety of events
- Connect with staff and show how they fit into the vision



## Community & Economic Development

- Emphasize MAPA's services.
  - MAPA needs to take a proactive role to stress its work and services to the public.
  - Highlight the importance of MAPA's work and its positive effects on communities.
  - MAPA should be giving information to its audience, while educating them on MAPA's outreach and how it can help the public.
- Highlight more of MAPA's projects and involvement.
  - Announce grant opportunities, make community announcements and mark project milestones.
  - Feature more projects MAPA is supporting. MAPA may not be the front-runner but has a background role, so MAPA should take advantage and partner with those communities to increase project awareness to MAPA's audience.
- Distinguish clear messaging tactics for MAPA's different audiences.
  - Maintain and strengthen relationships with MAPA's core groups and communities.
  - Strategize news differently for bigger cities. Recognize that the way MAPA communicates will vary between different areas in the region. MAPA must think about how different audiences will interpret MAPA news.
  - Take an active role and support more projects in racially diverse/economically-poorer communities.

## Transportation

- Have more support for written communications.
- Communicate meetings, plans and projects effectively.
- Celebrate accomplishments.
- Connect with other agencies and jurisdictions.
- Know and understand process of how we do the work that supports end goals.
- Be seen as more open and accessible to the public.
- Determine where we get the best value and input for our outreach.
- Focus on using specific messages for audiences, especially those who may not be a part of the planning world.
- Create a combined Transportation and Economic Development plan.

## MAPA REVIEW

There are many challenges MAPA faces as an organization. One large challenge is communicating with MAPA's target audiences which are diverse and include its members, project partners and the public. A large portion of the public is unfamiliar with MAPA and its services. A major reason is because the public cannot define a Council of Governments (COG), Metropolitan Planning Organization (MPO) or a Metropolitan Statistical Area (MSA). MAPA needs to have a simple, visible message to educate the public of its mission. Another significant challenge is the lack of involvement or engagement in social media by MAPA's membership. Social media is an impactful, immediate, and affordable way to share information about MAPA's plans and programs. However, while the public and some project partners are active users and followers of social media, many of MAPA's members are not. This situation provides a challenge for finding the most effective way(s) to share information about MAPA.

There are also more specific political, economic, social and technological factors that influence MAPA and how it communicates to the public. These factors are listed on the next page (17).

## **POLITICAL:**

- Staying neutral is crucial, but must still pursue MAPA's goals and plans.
  - MAPA cannot take a side, and must be seen as independent.
  - MAPA can communicate what audiences believe, but not the organization as a whole (especially on controversial topics).  
Example: Pushing transit in conservative areas. (Omaha Streetcar)
- Different political influences in the MAPA region.
  - Nebraska vs. Iowa
  - Urban vs. Rural
  - Omaha-centric vs. other jurisdictions
- Leadership
  - Omaha is the largest city in MAPA's region; therefore, the City's actions can affect MAPA's messaging. Omaha's activities must be balanced with other partner communities.
  - The Board of Directors is not appointed by MAPA. Its influence and opinions change when new members are selected.
  - MAPA needs to balance leadership role with other key partners to build a consensus about each other's roles and responsibilities.
  - MAPA needs to maintain positive relationships with its partners.

## **ECONOMIC:**

- Funding and Budget
  - Economic climate has direct effect on MAPA's funding.
    - MAPA is tax-payer funded - it's mostly insulated but is still affected by the economy.
  - Federal funding though relatively stable for transportation is less consistent for community and economic development, which depends largely on grants and contracts for service
  - Philanthropic funding for Heartland 2050 is very competitive and requires a lot of time communicating the value of the work to potential funders.
  - Predicting infrastructure costs is a huge challenge.
  - There is no budget for communications - besides staffing and printing.
  - Local taxes affect MAPA's budget and organizational effort.
- There is an undercurrent of anti-planning attitudes whether it is a city, council or regional office.
- Members are affected by economic fortune. People are content when the economy is thriving; but when the economy slows, the community is fractured and people do not have a positive view of their community.
- MAPA needs to communicate equity and economy effectively in a manner that shows its audience that no one is being left behind.

## **SOCIAL:**

- All of MAPA's work affects the public.  
Example: Transit and CTC affect low-income audiences directly.
- The MAPA region is always changing demographically, and MAPA needs to embrace changes in order to better communicate with its audience.
  - MAPA needs to understand how different demographics receive news, and take more time crafting its specific messages.
  - MAPA needs to consider providing documents in Spanish.
  - MAPA needs to bring in more underrepresented members into the conversation  
Example: African-American Community Leadership
  - Demographics change in each region.
  - MAPA needs to figure out how to get more people involved in each region.
- MAPA needs to stay up-to-date on generational/societal shifts.
  - Needs of millennials and empty nesters drive change.
  - Many social issues are intertwined.  
Example: Transit is connected to many issues with land use, development and community service needs.
- Equity
  - Committees look into underrepresented populations.
  - Not everyone agrees with it - It could be a divisive issue in the population.

## **TECHNOLOGICAL:**

- As technology progresses, it will change the way MAPA communicates.
  - The government is slow to adapt toward technological advancements.
  - MAPA wants to be a leader for cutting-edge technology, but MAPA is limited when utilizing new technology because of audience restrictions/ability.
- MAPA will have to look at the budget in order to license new software for employees.

# CRISIS COMMUNICATIONS

The handling of crisis communications properly is crucial for any agency or organization. While MAPA does not find itself in crisis situations very often, they can occur and the agency and its leaders need to be ready to respond to them quickly.

In the event MAPA or any of its employees become embroiled in controversial issues or events which have the potential to damage the agency's reputation or place the agency in a negative light, an established protocol for crisis communications and management will be followed.

That protocol will include a meeting with MAPA's leadership team and the Information Officer to determine the appropriate course of action. In any crisis situation a swift response from MAPA is crucial. This response may include a variety of elements such as written statements, interviews with the news media, email communications, phone calls, and one-on-one meetings with those at the core of the controversy, members, stakeholders or project partners. Depending on the significance or severity of the situation, communications will include acknowledgement of the issue/problem or conflict and state any steps taken to remediate MAPA's involvement, actions or policies. It cannot be emphasized enough that if a significant event were to occur, it is imperative MAPA's leadership act quickly and all communications be transparent and informative about corrective measures not only being discussed but being put into action as a means of reassuring our members, project partners, and the general public that the issue is being addressed. Depending on the issue or situation repeated communication may be needed.

Any responses will be determined by MAPA's leadership team and MAPA's Information Officer. The Information Officer will draft and disseminate these responses. The Board Chair and members will be informed of matters of this nature. All verbal communications of this type will be made by the Executive Director and the Information Officer or a staff member designated by the Executive Director. No other staff members should be discussing this type of MAPA business with outside parties including, but not limited to, the news media, project partners, stakeholders, board and committee members, and the public.

Pertaining to non-crisis communications, all planned interviews should be coordinated through the Information Officer. Messaging should be reviewed and potential questions should be discussed prior to the interview.

# RECOMMENDATIONS

## OUTREACH

### OVERALL COMMUNICATION EFFORTS

- Place communications emphasis on elected officials, stakeholders and project partners, as well as other elected officials not on MAPA's Board or committees, due to MAPA's limited staffing resources. Adopt showing versus telling approach.
- Educate our audience on the region's issues, so they can make more connections between issues. Increase "boots on the ground" efforts.
- Be more visible and transparent when addressing issues and take on a larger leadership role, when appropriate.

### HEARTLAND 2050

- Make sure benefits and positive impacts of equity and economic issues are part of the messaging. Make the connection to the bigger issue that MAPA is working with other agencies to address these issues.
- Connect MAPA's message with issues of concern to future leaders.
  - Showcase Young Professionals events
- Encourage consistency for communications with Heartland 2050 Implementation committees. (This need may fluctuate with the Heartland 2050 realignment).
- Improve consistency among MAPA staff when informing others of its activities and Heartland 2050 working groups. Share materials with entire staff through staff meetings and brown bag lunch and learn sessions. Review progress and changes in staff meetings.

### TRANSPORTATION

- Contextualize transportation topics, ideas as a bigger picture, not simply as transportation for transportation's sake.
- Communicate more of the "why" with projects and the associated benefits (e.g. why is a project happening or what is the current report?).
- Review weekly Transportation Department email to determine if it meets branding guidelines and aligns with MAPA's mission, consider ceasing its publication or reducing its frequency to avoid repetitive content.
  - Consider creating one branded agency-wide weekly or bi-weekly email with updates on MAPA's projects, plans and events.
  - Use more digital communications for public involvement about project status, such as podcasts and videos.
  - Provide as much information as MAPA can so the public can provide feedback or attend events.
- Find ways to support the Coordinated Transit Committee (CTC) and Equitable Growth Profile through more communications.

### COMMUNITY & ECONOMIC DEVELOPMENT

- Have the next update to the Comprehensive Economic Development Strategy (CEDS) show how MAPA's role as a resource to communities in the Council of Governments (COG) benefits equity. The role should be how to help areas of equity.
- Talk about being good stewards of funding and MAPA projects to ease any planning concerns.

## MAPA REPRESENTATIVES:

- Utilize our Board of Directors and Council of Officials as day-to-day representatives of MAPA.
- Have new political partners share messaging while MAPA stays focused on center message.
- Engage other partners and provide resources to engage with other members of the community while promoting MAPA's mission and message.
- Have Board members and elected officials out front to lead conversations about the benefits of regional collaboration to communities

## INTERNAL

- Use lunch and learns to focus on major projects in other departments within MAPA to build understanding among employees of each other's work and MAPA's different roles.
- Provide a copy of all news releases to managers once they are disseminated to the media to help boost internal communication of projects and events (underway).
- Educate staff about the process to request changes for documents from the Communications Team to maintain brand integrity.
- Create a Microsoft Word template for reports to create a consistent format.
- Encourage departments to have communications be a primary focus for plans and events.
- Create more resources for staff to communicate.
  - Determine where we get value and input for MAPA outreach.
  - Decrease the need to contract our work, including but not limited to hiring staff.
  - Have PIT Crew coordinate interdepartmental work on agency projects (underway).
- Present our staff as experts in their fields and have MAPA be seen as a community resource through organizational involvement, award submissions and leading conversations about public involvement.
- Establish a schedule of short, frequent update briefings to discuss the work ahead in the next two to three week period.

## PAID MEDIA

- Establish a budget for communications for the agency and also within the Transportation and Community and Economic Development Departments and Heartland 2050.
- Pay to boost MAPA's social media posts more consistently instead of relying on organic posts most of the time (underway).

## EARNED MEDIA:

- Incorporate more media into communications (underway).

## SHARED MEDIA

- Establish social media calendar and content strategy for Heartland 2050 to coordinate social media outreach. (This need may fluctuate with the Heartland 2050 realignment).
- Consider expanding media monitoring services provided by Universal Information Services to include social media so additional analytics can be collected and monitored.
- Create more conversational social media posts to supplement content-driven posts.

## OWNED MEDIA

- Update all forms/publications with current brand/logos (underway).
- A business card to hand out during events (underway).
- Create consistent process for use of all MAPA and MAPA-related letterhead.

These recommendations are from the Communications Department and MAPA Department Managers

MAPA department managers met with the Information Officer to determine the following priority actions for MAPA from the full list of recommendations.

### **PRIORITY ACTIONS:**

- Create a one-page document explaining MAPA and its services
- Create an agency-wide weekly or biweekly email with updates on MAPA's projects, plans and events
- Utilize MAPA's Board of Directors and Council of Officials as day-to-day representatives of MAPA.
- Create a Microsoft Word template for all design elements for reports and plans.
- Establish a line item budget for communications for the agency overall and also within the Transportation, Community and Economic Development and Heartland 2050 departments.





# MAPA

Omaha - Council Bluffs  
Metropolitan Area  
Planning Agency

Connect. Plan. Thrive.

## BRAND GUIDE



# PRIMARY LOGO

## COLOR VERSION



## BLACK/GREY VERSION



## BLACK VERSION



## REVERSE VERSIONS



PMS 2185C



PMS 415C



PMS 7548C

C 100  
M 38  
Y 17  
K 02

C 22  
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Y 23  
K 38

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M 12  
Y 98  
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R 00  
G 118  
B 165

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### NOTE:

The color on this printout/screen may not be an accurate representation of the actual colors.



### MINIMUM SAFETY AREA

No content should be placed with 1 (one) pica, or 1/6 (one-sixth) of an inch of the edge of the logo as indicated.



### MINIMUM SIZE

The logo may not be reproduced smaller than 1" wide

### RESTRICTIONS



Do not distort the logo in any way



Do not use any alternative color schemes for logos



Do not place the logo on competing backgrounds

# PRIMARY LOGO + ID

## COLOR VERSION



## BLACK/GREY VERSION



## BLACK VERSION



## REVERSE VERSIONS



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PMS 415C



PMS 7548C

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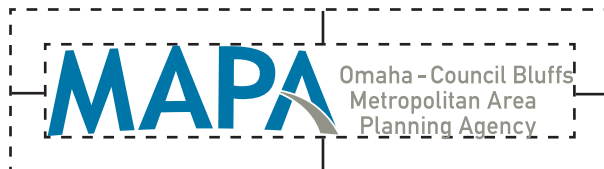
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# PRIMARY LOGO + ID + TAG

## COLOR VERSION



## BLACK/GREY VERSION



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## REVERSE VERSIONS



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# SUPPORT ASSETS

## LANDSCAPE

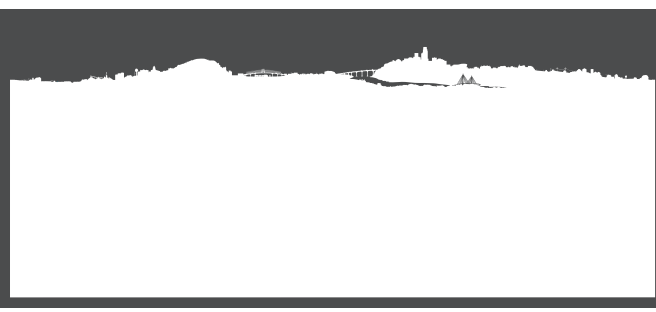
### COLOR VERSIONS



### BLACK VERSION



### REVERSE VERSION



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# SUPPORT ASSETS

LANDSCAPE - STACKED

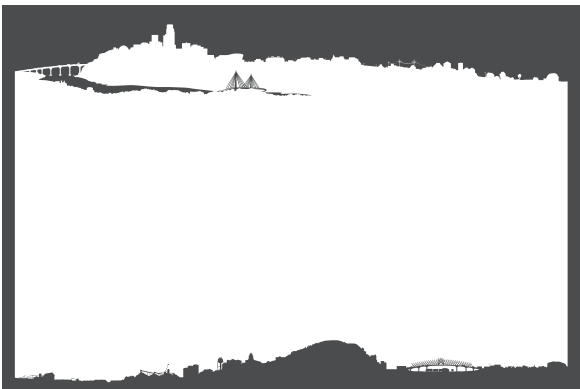
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## REVERSE VERSION



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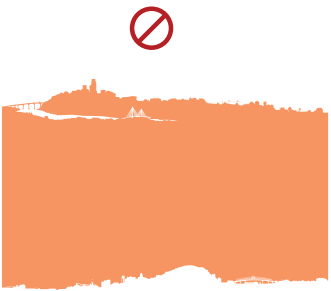
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Do not place the logo on competing backgrounds

# COLOR PALETTE

SPOT COLOR  
PRINTING  
(SCP)

PMS 2185C

PMS 415C

PMS 7548C

FOUR COLOR  
PRINTING  
(FCP)

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C 22  
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Y 23  
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WEB/SCREEN  
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## MEMORANDUM OF AGREEMENT FOR TRANSPORTATION PLANNING AND PROGRAMMING

NEBRASKA DEPARTMENT OF TRANSPORTATION  
IOWA DEPARTMENT OF TRANSPORTATION  
OMAHA METROPOLITAN AREA PLANNING AGENCY (MAPA)  
TRANSIT AUTHORITY OF THE CITY OF OMAHA (METRO TRANSIT)

**THIS MEMORANDUM OF AGREEMENT (MOA)** is between the Nebraska Department of Transportation (NDOT), Iowa Department of Transportation (Iowa DOT; collectively referred to as "States"), Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA), who is a Metropolitan Planning Organization ("MPO"), and Transit Authority of the City of Omaha ("Transit Agency"), collectively referred to as "Parties."

### WITNESSETH:

**WHEREAS**, pursuant to various statutes, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) have established regulations which call for each metropolitan area to have a continuing, cooperative, and comprehensive transportation planning process that considers all transportation modes and supports metropolitan community development as a requirement for obtaining federal transportation funds; and

**WHEREAS**, federal statutes and regulation require each state to have a statewide transportation planning process that is fully coordinated with the metropolitan transportation planning process; and

**WHEREAS**, the purpose of this Memorandum of Agreement is to fulfill the requirements of 23 C.F.R. 450.344 related to Metropolitan Planning Agreements; and cooperatively outlines the responsibilities of the Parties in carrying out the Metropolitan Transportation Planning process.

**WHEREAS**, federal regulations establish a coordinated statewide and MPO transportation planning process that includes the development of a transportation plan addressing no less than a twenty-year planning horizon as of the effective date of the transportation plan for the metropolitan planning organization; and

**WHEREAS**, MPO is responsible for the Metropolitan Transportation Plan within the Metropolitan Planning Area (MPA) which includes the county of Douglas and Sarpy Counties, Nebraska and portions of Cass County, Nebraska, and Pottawattamie County, Iowa; and

**WHEREAS**, the purpose of this MOA is to define the specific roles and responsibilities of MPO and States for metropolitan transportation planning and programming, to implement these

**Commented [WA1]:** Here and elsewhere in the MOA we are suggesting removing the specific code section reference, as that may change with successive legislation.

**Commented [MH2]:** Needs to include a description of the portion of our region in Pottawattamie County Iowa and Cass County Nebraska since its being signed by both states

**Commented [LL3]:** Planning is okay with this request

statutes and regulations, and to ensure that a cooperative transportation planning and programming process is established between MPO and States in the MPA; and

**WHEREAS**, MPO is empowered to make and adopt a Regional Plan for the physical development of the territory within its geographic area, including transportation and land use plans, and nothing contained in this MOA shall be construed to abrogate or delete the exercise of statutory powers and duties of local boards or commissions and limit their ability under state and federal law to review and take action on all matters within the scope of its statutory responsibilities; and

**WHEREAS**, States ~~are~~ responsible for formulating the general policy and planning the statewide transportation system including: the management, construction and maintenance of public highways ~~in Nebraska~~ within their respective states; for adopting a statewide transportation plan, Statewide Transportation Improvement Program and annual budgets for the construction, maintenance and operation of the state highway system; and nothing contained in this MOA shall be construed to abrogate or delete the exercise of State's statutory powers and duties as the appropriate state agency under state and federal law to review and take action on all matters within the scope of its statutory responsibilities; and

**WHEREAS**, the Nebraska state statutes and Iowa state statutes have authorized the States to implement policy and direction, enter into contracts and agreements with other government units, and to take other actions as may be necessary to comply with federal laws and regulations; and

**WHEREAS**, MPO is the designated Transportation Management Agency (TMA) pursuant to 23 USC 134 and 49 USC 5303 et seq. and continues to carry out its responsibilities in accordance with 23 CFR 450; and

**WHEREAS**, it is the desire and intent of the Parties to fulfill the pertinent federal requirements for MPO pursuant to this MOA, while recognizing, and preserving the policies and statutory responsibilities of States under their enabling legislation; and

**WHEREAS**, federal regulations require that the metropolitan transportation planning and programming process considers all modes of transportation and provides for consideration of projects, strategies and services consistent with metropolitan and local goals; and

**WHEREAS**, the current federal law governing surface transportation infrastructure planning and investments called the Fixing America's Surface Transportation Act (FAST Act). Public Law No.

Commented [DK4]: Need to ask Jeff

Commented [DK5R4]: This is acceptable



~~114.94~~ federal regulations require a performance-based approach for the Metropolitan Transportation Planning Process, and for transportation decision-making; and

**WHEREAS**, successful implementation of MPO's comprehensive plans and programs requires the continuing cooperative effort of local, regional, and state governments.

**NOW THEREFORE**, in consideration of these facts, the Parties agree as follows:

The agreement between the Parties of the ~~original~~ MOA made March 11, 2014, ~~between MPO and State~~, is hereby terminated and superseded in its entirety by this MOA.

### **SECTION 1. DURATION OF THIS AGREEMENT**

- 1.1 Effective Date – This Agreement is effective when executed by the Parties.
- 1.2 Identifying Date – For convenience, this Agreement's identifying date will be the date ~~State the final Party~~ signed the Agreement.
- 1.3 Duration – The duration of this Agreement will be from the effective date until a ~~new MOA between the Parties supersedes it, new federal highway transportation law is enacted that supersedes the current federal highway transportation law (i.e., the FAST Act)~~, unless otherwise terminated by mutual consent of the Parties hereto, or as otherwise provided in this Agreement.

### **SECTION 2. PARTIES**

The Parties hereby agree to carry out and actively participate in the continuing, cooperative and comprehensive metropolitan transportation planning and programming process in accordance with applicable federal and state law and regulations. Further, the Parties agree to cooperate to establish effective mechanisms to meet the needs of the metropolitan transportation planning and programming process, including providing for public involvement in regional and state transportation planning.

### **SECTION 3. PURPOSE**

- 3.1 This MOA is established to define the specific roles and responsibilities of the Parties for metropolitan transportation planning and programming within the MPA boundaries of the MPO. This MOA is also established to provide for the development of financial plans that support the Metropolitan Transportation Plan and the Metropolitan TIP; and the development of the annual listing of obligated projects, pursuant to 23 CFR 450.344.

**Commented [LL6]:** Planning is okay with deletion of this information, since FAST Act duration is unknown. Then document would have to be changed sooner.

**Commented [MH7]:** Iowa DOT raised the question of whether we should explicitly reference the FAST Act in this MOA to avoid having to update it at the next authorization.

Our suggestion would just focus on the regulation where the details of performance management are promulgated.

**Commented [WA8]:** If NDOT wants to be the final party to sign and specify NDOT here instead, that's fine with us. We assume the signing order would be locals first then states, similar to the last MOA.

**Commented [DK9]:** Need to ask Jeff

**Commented [DK10R9]:** Ok to delete

**Commented [LL11]:** Planning is okay with this request.

**Commented [MH12]:** Recommend striking to make the agreement more durable

**Commented [WA13]:** Suggested wording change as we are not comfortable with an agreement that requires an update after a new reauthorization bill. The initial draft wording would suggest that the MOA is invalid immediately when a new law is passed. This is not desirable, especially given the amount of time that the federal rulemaking process takes and the time it may take for all parties to the agreement to review/revise it. We much prefer recommending (not requiring) a review and update following a new law, which is referred to in section 18.2.

- 3.2 The Parties hereby agree to carry out and actively participate in the continuing, cooperative, and comprehensive metropolitan transportation planning and programming process in accordance with applicable federal and state law and regulations.
- 3.3 The Parties agree that metropolitan transportation planning and programming processes leading to the development and adoption of Metropolitan Transportation Plan and Transportation Improvement Programs (TIP) may change in order to respond to changes in the law, restructuring within their respective organizations, or to reflect prior experience and local process.

#### **SECTION 4. APPLICABILITY**

This MOA applies to the continuing, cooperative, and comprehensive metropolitan transportation planning and programming process required for MPO by 23 U.S.C. Section 134, and 4 U.S.C. 5303, et seq. and as implemented by the applicable regulations in order for the region to qualify for federal transportation funds and meet regional transportation planning requirements.

#### **SECTION 5. FEDERAL ~~FAST ACT REQUIREMENTS~~REGULATIONS**

The Parties recognize that the work to be accomplished under this MOA must be in compliance with ~~Fixing America's Surface Transportation Act (FAST Act) Public Law No. 114-94~~[federal regulations](#), which requires a performance-based approach for the Metropolitan Transportation Planning Process, and for transportation decision-making. The metropolitan transportation planning and programming process considers all modes of transportation and provides for consideration of projects, strategies and services consistent with metropolitan and local goals that will:

1. Support the economic vitality of the metropolitan area; especially by enabling global competitiveness, productivity, and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient system management and operation

8. Emphasize the preservation of the existing transportation system
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation
10. Enhance travel and tourism

#### **SECTION 6. PARTICIPANT RESPONSIBILITIES**

- 6.1 MPO, in cooperation with States and the operators of publicly owned transit services, is responsible for operation and maintenance of the metropolitan transportation planning and programming process within the MPA boundaries of the MPO. This responsibility includes preparing and adopting, in a manner consistent with the MOA, all required transportation plans, transportation improvement programs and documents of the metropolitan transportation planning and programming process.
- 6.2 The Parties to this MOA agree to actively participate in the metropolitan transportation planning and programming process, to cooperate to establish effective mechanisms to meet the needs of the metropolitan transportation planning and programming process and to fulfill commitments established pursuant to this MOA. While it is recognized that the Parties are ultimately bound by the actions of their respective agencies, they commit to present within their organizations the recommendations resulting from the metropolitan transportation planning and programming process.
- 6.3 MPO is the agency responsible for comprehensive metropolitan planning and programming. In carrying out its duties and responsibilities within its boundaries, MPO and Transit Agency will cooperatively participate in carrying out the metropolitan transportation planning process. The Parties agree that the responsibilities will include:
  1. Coordination of public involvement for local, regional and statewide transportation plans
  2. Communicate with each other of any new or revised federal policies, regulations, planning factors, and other guidance that may affect statewide and/or metropolitan transportation planning and programming.
  3. Transit Agency shall update the Transit Section of the Unified Planning Work Program and forward it to ~~the Lincoln~~ MPO. Estimates of Transit Planning funds shall be developed in cooperation with States.
  4. Transit Agency shall annually review the Certification of Planning Process as presented by the MPO and make updates as necessary.
  5. Transit Agency will actively participate in the Metropolitan Transportation Plan.

**Commented [LL14]:** Planning is okay with just stating MPO and not putting an MPO specific name.

**Commented [MH15]:** Should be a generic reference to MPO as the parties are noted at the beginning of the agreement

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6. For purposes of developing the Transportation Improvement Program (TIP), Transit Agency and MPO will cooperatively develop estimates of funds that are reasonably expected to be available to support program implementation.
7. For purposes of developing the Program of Projects Transit Agency shall utilize its own public process to publish these projects.

#### **SECTION 7. PARTICIPATION IN THE PLANNING PROCESS**

- 7.1 MPO has a technical advisory committee to address transportation and transportation-related issues. States will maintain membership on, and will cooperatively participate in, this committee. Any changes to the status of State's' roless in MPO's technical advisory committees will be made in consultation with States. Cooperation, or cooperative participation, means that States will actively participate on MPO's technical advisory committee; will provide adequate opportunity for the other to review and comment on draft transportation plans, transportation improvement programs and related documents; and will provide constructive comments in a timely manner so they may be evaluated and acted upon.
- 7.2 To facilitate coordination in carrying out the metropolitan transportation planning and programming process, MPO and States will cooperatively develop mechanisms and procedures to carry out the tasks needed to develop the metropolitan transportation planning and programming products required of MPO. MPO and States will meet at least annually to discuss the metropolitan transportation planning and programming process carried out in MPO's transportation planning region, and will address:
  1. The events of the past year, including any successes or failures between the participants in carrying out a continuing, cooperative, and comprehensive transportation planning and programming process and the terms of this MOA;
  2. Issues relating to the coming year's planning program; and
  3. Other relevant matters.
- 7.3 The Parties hereby agree to conduct the metropolitan transportation planning process in an open manner such that members of the public, local entities, other transportation providers, and other interested parties can fully participate. The Parties agree to take appropriate actions to ensure public participation through means identified in MPO's public involvement procedures.

## **SECTION 8. ORGANIZATION OF PLANNING PROCESS**

### **The MPO Officials Committee and Technical Advisory Committee Structure**

#### **1. Officials Committee**

The Officials Committee of the MPO, as prescribed in its Bylaws, is the policy body for the MPO transportation planning region. The Officials Committee maintains a staff to support its activities. The Officials Committee may, from time to time, by appropriate resolution, appoint such committees, task forces, study groups, working groups, or other ad hoc or formal groups as it deems expedient to provide advice, recommendations, or technical expertise to further the principles and purposes of MPO in its role as the Metropolitan Planning Organization and Transportation Management Agency. MPO retains at its discretion all rights to define, limit, or terminate the activities of such groups without necessitating a change to this MOA. ~~State has one vote on the Officials Committee.~~

The MPO's Management Plan defines the purpose, composition, and operating characteristics of the Officials Committee and its advisory committees. The following advisory committees and staff structure currently provide advice and recommendations to the MPO Officials Committee regarding Metropolitan Planning Organization and Transportation Management Agency matters and responsibilities.

#### **2. Technical Advisory Committee**

The purpose of the MPO Technical Advisory Committee (TAC) is to provide technical advice and to recommend appropriate courses of action to the MPO Officials Committee and MPO staff on current and emerging transportation issues, goals, plans, and programs affecting MPO. The advice and recommendations address at least the:

- Unified Planning Work Program;
- Transportation Improvement Program;
- Metropolitan Transportation Plan;
- Policies and programs as may be directed by MPO.

**Commented [WA16]:** There are a couple deletions below regarding votes - we would prefer to leave any language related to votes to the bylaws. If anything is included referencing voting rights, we'd prefer it just be a reference to the bylaws (such a reference was included for the TAC in the prior MOA, which stated "Refer to the MAPA TTAC bylaws for the number of votes each entity has on the TTAC.")

**Commented [WA17]:** If MAPA is satisfied with this wording, then we're fine with it, but it does seem to generate a little confusion with MAPA's structure of a Council of Officials and Board of Directors. This was more spelled out in the prior MOA.

~~State has two votes on the TAG.~~

- 9.1 The Parties recognize that States ~~have~~s ~~has~~ a continuing duty of planning transportation systems of statewide significance, identifying potential transportation issues and concerns of statewide interest, and reconciling conflicts between MTPs and transportation improvement programs. In carrying out ~~their~~s duties, States s will partner with MPO on activities within the MPA of the MPO.
- 9.2 Parties recognize that MPO is the agency responsible for comprehensive metropolitan transportation planning and programming for MPO pursuant to federal law. In carrying out its duties and responsibilities within its MPA, MPO will cooperatively participate in activities with States s.
- 9.3 MPO and States s will, as appropriate, coordinate public involvement for statewide transportation plans and transportation improvement programs.
- 9.4 MPO and States s each will, in a timely manner, inform and seek comment from the other party on proposed new or revised policies, goals and strategies within their purview. Each party will also inform the other of new or revised federal policies, regulations, planning factors listed in 23 CFR 450.206, and other guidance that may affect statewide and/or metropolitan transportation planning and programming.
- 9.5 States s will coordinate ~~their~~s project prioritization and programming process with MPO's MTP and TIP development processes to ensure that the state highway system projects States s recommends or selects for implementation in the MPO area are consistent with MPO priorities.

#### **SECTION 10. UNIFIED PLANNING WORK PROGRAM (UPWP)**

- 10.1 The primary purpose of the UPWP is to provide guidance in the management of work by the staff of MPO and serve as the basis for MPO's one-year transportation planning program. MPO's UPWP is developed in cooperation with local entities, States s, and FHWA/FTA. Annually States s will prepare ~~an~~s agreements with MPO, defining terms and conditions for the use of federal planning funds, along with the latest estimates s of planning funds available, which ~~are~~s based on funding levels provided by FHWA and FTA. Upon approval, the UPWP for MPO is submitted to States s for review and to FHWA/FTA for approval. Upon States s' and FHWA/FTA approval of MPO's UPWP and execution of annual agreements, the planning monies are available for MPO's use for the various planning activities enumerated in the UPWP. Amendments to the UPWP will be subject to review and approval by the funding agencies. As a basis for review of the

UPWP amendment requests, each party will submit reasons for changes, scope of work revisions, and funding information. MPO will require the same information from sub-grantees, if any.

- 10.2 States<sub>s</sub> will review and comment upon draft UPWP's and UPWP amendments to determine eligibility of proposed expenditures. States<sub>s</sub> will also review and comment upon UPWP progress, UPWP funding, status of expenditures, and reports as appropriate. MPO shall submit invoices on a quarterly basis at a minimum. However, payments will not be made more often than once each thirty days. The States<sub>s</sub> upon receipt of the proper invoices will make every reasonable effort to provide payment to MPO within thirty calendar days.

#### **SECTION 11. CERTIFICATION OF THE PLANNING PROCESS**

Federal regulations require MPO and States<sub>s</sub> to certify that the metropolitan and statewide transportation planning process conforms with all applicable requirements of federal laws. MPO and States<sub>s</sub> will annually certify to FHWA and FTA that the metropolitan transportation planning and programming process is addressing the major issues facing MPO, and is being conducted in accordance with all applicable requirements.

#### **SECTION 12. METROPOLITAN TRANSPORTATION PLAN(S)**

- 12.1 MPO will review, update, and approve the Metropolitan Transportation Plan (MTP) at least every five years or as required by 23 CFR 450-~~324~~. MPO will develop the MTP in consultation with federal and state officials responsible for planning affected by transportation and it will serve as MPO's long-range transportation plan. MPO will develop the revenue projections for the MTP in cooperation with States<sub>s</sub> consistent with resource allocation for federal and state transportation funds. MPO and States<sub>s</sub>' staff participates in the development of a recommendation of resource allocation. Such recommendation is considered for adoption by States<sub>s</sub> for federal and state transportation funds. For the purpose of developing the MTP, the Parties shall cooperatively develop estimates of funds that will be available to support MTP implementation.
- 12.2 States<sub>s</sub> will participate in the development of the MTP and will provide initial long-range estimates of available federal and state transportation funds for all funding categories. MPO will use these initial long-range funding estimates during the cooperative development of the final MTP funding levels. States<sub>s</sub> will review and provide written comments, addressing fiscal constraint on the draft MTP in time for the comments to be

evaluated and acted upon prior to the draft MTPs being released to the public for comment.

- 12.3 The Parties shall cooperatively develop all federal and state funded transportation projects on the States' highway systems in MPO's transportation management area for inclusion in MPO's long range transportation plan. The maintenance and operations program will be addressed in the MTP at the system level. Inclusion of the maintenance and operation program in the MTP will be considered a planning estimate, reasonably expected to be available, but not a guarantee or specific commitment of maintenance dollars to be spent in the MPO.
- 12.4 MPO will develop the process and timeline for project prioritization and selection for each MTP. States will participate in the development, review and approval of the project prioritization and selection process within their respective States. MPO will approve projects to be included in its MTP.
- 12.5 When amending a MTP, MPO will ensure fiscal constraint is maintained. States will review and comment on MTP amendments for fiscal constraint and transportation issues.
- 12.6 The Parties will report events that may significantly impact long range transportation plans as soon as they become known. These events or conditions include problems, delays, or adverse conditions that will materially affect the revenue, schedule or scope of a project. This disclosure will be accompanied by a statement of the action contemplated to resolve the situation.

### **SECTION 13. TRANSPORTATION IMPROVEMENT PROGRAMS**

- 13.1 For the purpose of developing the Transportation Improvement Programs (TIP), the Parties will cooperatively develop estimates of funds that are reasonably expected to be available to support program implementation.
- 13.2 MPO will develop and approve its TIP as appropriate in coordination with the Statewide Transportation Improvement Programs (STIPs) and MTP statewide long-range transportation plans. MPO will ensure its TIP is fiscally constrained and that projects in it are consistent with the MTP. MPO will develop the TIP financial plan in cooperation with States consistent with the approved resource allocation for processing federal aid projects.
- 13.3 MPO, in cooperation with States and the operators of publicly owned transit services, shall establish the TIP development schedule. States will participate in the development



of the TIP and will provide initial estimates of available federal and state transportation funds for all funding categories. MPO will use these initial funding estimates during the cooperative development of the final TIP funding levels. States~~s~~ will review and provide comments, addressing fiscal constraints on the draft TIP in time for the comments to be evaluated and acted upon prior to the draft TIP being released to the public for comment. ~~After the TIP is approved by MPO and Governor, States~~s~~ will amend~~ incorporate the TIP into their ~~ir~~ respective STIP without modification. States~~s~~ will submit ~~their~~ its amended STIP to FHWA and FTA for approval and provide copies to the MPO.

**Commented [WA18]:** Wording changes are consistent with prior MOA and provide latitude for the incorporation into the STIP to be through amending or adopting the STIP. Iowa would typically be the latter as it adopts a new STIP every year.

- 13.4 MPO and States~~s~~ shall cooperatively develop all federal and state funded transportation projects on the ~~Setates'~~ highway system~~s~~ in MPO's transportation management area for inclusion in MPO's TIP. The maintenance and operations program will be addressed in the TIP at a system level. The maintenance and operations program will be considered a planning estimate, reasonably expected to be available, but not a guarantee or specific commitment of maintenance dollars to be spent in MPO.
- 13.5 MPO will develop the process and timeline for project prioritization and selection for each TIP. States~~s~~ will participate in the development, review and approval of the project prioritization and selection process.
- 13.6 When amending a TIP, MPO will ensure that consistency with the current MTP and fiscal constraint are maintained. States~~s~~ will review and comment on draft TIP amendments for consistency with the STIP and fiscal constraint.
- 13.7 The Parties will report events that might have significant impact on the TIP as soon as they become known. These events or conditions include problems, delays, or adverse conditions that will materially affect the revenue, schedule or scope of a project. This disclosure will be accompanied by a statement of the action contemplated to resolve the situation.
- 13.8 States~~s~~, in cooperation with MPO, will ensure all contract scopes for all projects using federal funds carried out within the MPA boundaries of MPO are consistent with MPO's TIP. States~~s~~ will provide budget reports on all open projects using federal funds carried out within the MPA boundaries of MPO upon request.

#### **SECTION 14. ANNUAL LISTING OF OBLIGATED PROJECTS**

In cooperation with States~~s~~ and operators of publicly operated transit services, MPO will develop an annual listing of obligated highway and transit projects requiring federal dollars from the preceding program year. The listing shall be consistent with information contained in the TIP.

## **SECTION 15. CORRIDOR OR OTHER MAJOR STUDIES**

- 15.1 MPO may be the lead agency to conduct regional, multi-jurisdictional corridor or feasibility studies for roadways on the state highway system on behalf of Statess after discussion with, and agreement by, Statess.
- 15.2 MPO is responsible for maintaining and updating the regional transportation model for the arterial roadways within MPO's urbanized area. Statess will provide existing traffic count information in the form of annual average daily traffic (AADT) volume for all state highways within MPO's urbanized area. ~~This information shall be converted to average daily traffic (ADT) and used by MPO for model calibration and by State as data input for the bi-annually prepared traffic flow map~~ This information shall be taken into account by the MPO for model calibration and as data input for transportation planning products, ~~such as traffic flow maps~~. The regional transportation model shall be updated to include new census information that is developed and published every ten years by the Census Bureau. Statess shall review MPO's model as it is being developed or updated to ensure model performance and consistency is achieved. MPO and Statess shall work cooperatively in the development and application of the regional transportation model.
- 15.3 MPO and Statess will share in the traffic counting responsibilities for roadways within MPO's urbanized area. Generally, MPO will perform traffic counts for roadways off of the ~~S~~states' highway systemss, and Statess will perform traffic counts for all roadways on the ~~S~~states' highway systemss, including the interstate system. MPO and Statess agree that traffic counting services may be requested for roadways on the other entities'y's systemss. This service may be requested due to an entity's current staffing and workload conditions or in cases where deadlines require this level of cooperation. MPO and Statess agree to perform traffic counts in accordance with current FHWA traffic data collection guidance.
- 15.4 As appropriate, MPO will participate in ~~other~~ States' ~~other~~ transportation planning efforts within the MPO region. Additional transportation planning processes include but are not limited to:
- State's' Public Hearing and Project Approval Process
  - State's' Corridor Study Process
  - Updates/revisions to the States' Highway Access Control Policy process
  - Project environmental reviews (Environmental Assessments, Environmental Impact Statements, Categorical Exclusions, etc.)

**Commented [WA19]:** We prefer this language, which was used in the prior MOA. This allows more latitude for various State planning products.

## **SECTION 16. PERFORMANCE MEASURES**

16.1 The Parties agree to consult with ~~each other~~State in the establishment of specific written provisions for developing and sharing information related to transportation ~~and transit~~ performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward obtainment of critical outcomes for the region of the MPO, and the collection of data for State ~~and Transit~~ asset management plans, pursuant to 23 C.F.R. 450.344(h) ~~and 49 C.F.R. 625 D.~~

16.2 The Parties agree that the technical provisions for Performance Measures will be cooperatively developed and specified ~~through guidance provided by the States, such as~~ the NDOT MPO Operating Manual ~~and Iowa DOT UPWP development guidelines.~~

## **SECTION 17. DISPUTE RESOLUTION**

The Parties will make every attempt to resolve differences at the appropriate staff level and in a timely manner. Differences not resolved at the staff level will be addressed by MPO's executive director and ~~each~~ State's Director. Policy issues not settled at the executive director and State's Director level will be taken to the FHWA/FTA level for resolution.

## **SECTION 18. AMENDMENT OR TERMINATION OF AGREEMENT**

- 18.1 This MOA will be reviewed at least every four years. It may be amended, whenever deemed appropriate, by written agreement of both parties.
- 18.2 This MOA will be reviewed upon any revisions to applicable federal and state laws.
- 18.3 ~~Either party~~Parties to this MOA may terminate it by a 60-day written notice to the other parties~~y~~. If this occurs, the Parties agree to consult further to determine whether the issues can be resolved and the agreement re-implemented in an amended form.

*[Remainder of Page Intentionally Left Blank]*

**Commented [DK20]:** Jeff is ok with this as long as NDOT confirms that the references made here are the correct applicable ones.

What about Michaels comment about Part 630?

**Commented [WA21]:** We would strike – see comment below.

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**Commented [LL22]:** Planning is suggesting this change to reference the CFR requested by MAPA.

Talked with Transit (Kari) and she felt it was okay to add this reference. Kari said that it would not apply to rural areas.

Dawn your thoughts on if this could or should be added to the master MOA template. Otherwise it could be deleted by the MPO's that don't need the reference to this CFR.

Thinking it applies to MAPA and Lincoln for sure.

**Commented [WA23]:** We would strike the specific code references. We also feel the specific reference to transit is not necessary, and that it's more appropriate to reference the transit provider as one of the parties of the agreement.

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**Commented [MH24]:** This section doesn't explicitly reference the Transit Asset Management process laid out in 49 CFR Parts 625 and 630

**Commented [WA25]:** We've been providing the agreement provisions through UPWP guidance for MPOs and the consolidated funding application guidance for transit agencies. Would prefer to leave this slightly open-ended as this is a new and evolving process.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Transit Authority this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Transit Authority of the City of Omaha  
Metro Transit

\_\_\_\_\_  
Executive Director

EXECUTED by Iowa Department of Transportation this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IOWA DEPARTMENT OF TRANSPORTATION  
Craig Markley

\_\_\_\_\_  
Director, Iowa DOT Office of Systems Planning

EXECUTED by MPO this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Omaha-Council Bluffs Metropolitan Area Planning  
Agency (MAPA)  
Greg Youell

\_\_\_\_\_  
Executive Director

EXECUTED by State this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Kyle Schneweis, P.E.

\_\_\_\_\_  
Director