

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

BOARD OF DIRECTORS MEETING
Thursday, May 30, 2019
1:30 p.m.

AGENDA

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

- A. ROLL CALL / INTRODUCTIONS
- B. APPROVAL OF THE AGENDA (ACTION)
- C. BOARD MINUTES of the April 25, 2019 meeting. (ACTION)
- D. FINANCE COMMITTEE MINUTES of the May 22, 2019 meeting. (ACTION)
- E. AGENCY REPORTS & PRESENTATIONS – (INFO)
 - 1. AGENCY REPORTS
 - a. Executive Director's Report
 - b. Staff Reports
- F. PUBLIC COMMENTS – See Footnote
- G. CONSENT AGENDA – (ACTION)

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

 - 1. FINAL CONTRACT PAYMENT – Metro Transit Mini Grant - \$2,412.18
 - 2. CONTRACT AMENDMENTS –

The Board will consider approval of the contract amendments listed below.

 - a. Douglas County GIS Budget Amendment
 - b. Omaha Planning Budget Amendment
 - c. Pottawattamie County CITIES Admin (Macedonia, Minden, Treynor, Walnut) - Extension of Time to May 15, 2020
 - d. Pottawattamie County CITIES Admin (Carson & Hancock) - Extension of Time to May 15, 2020
 - 3. Douglas County Census Agreement –

The Board will consider for approval the Douglas County Census Agreement in which Douglas County is contracting with MAPA to coordinate and support a Complete Counts Committee (CCC). The agreement is for \$15,000 plus an option for an additional \$15,000 in 2020.
 - 4. JULY INSURANCE RENEWALS –

The Board will consider for approval the renewal of MAPA's Life / AD&D, Long Term Disability and Dental Plan. Rate pass through 6/30/2021 with no plan changes.

- a. [Life / AD&D](#)
- b. [Long Term Disability](#)
- c. [Dental Plan](#)
- d. [Vision](#)

5. [TRAVEL – 2019 EDA ECONOMIC DEVELOPMENT CONFERENCE - AUGUST 26 - 29, 2019 – \\$2,263.80](#) –

The Board will consider for approval travel to Denver, Colorado for staff members, Greg Youell and Don Gross, to attend the 2019 EDA Economic Development Conference, August 26 - 29, 2019.

6. [RESOLUTION 2019 - 27: COORDINATED TRANSIT PLAN \(CTP\) AMENDMENT #1](#) –

The Board will consider for approval Resolution 2019-27: This amendment will bring MAPA's CTP into consistency with Iowa DOT standards to address various state requirements.

H. [OLD BUSINESS](#)

1. [FY 2019 BUDGET AMENDMENTS](#) – (ACTION)

The Board will consider amendments to the FY-2019 budget. The amendments reflects adjustments to reflect current projections for the remainder of FY-19 and accounts for some projects that did not go forward during FY-2019.

- a. [Line Item Budget](#)
- b. [Resolution 2019 - 28: FY 2019 Unified Planning Work Program \(UPWP\) Amendment #2](#)

I. [NEW BUSINESS](#)

1. [NEW CONTRACTS](#) – (ACTION)

The Board will consider approval of the contracts listed below.

- a. [Pottawattamie County CITIES Administration \(19POTT01\) - \\$5,000](#)
- b. FY 2020 Federal Planning Pass through Grants –
 - i. [Douglas County GIS \\$55,000 Federal, \\$23,571 Local Match, \\$2,750 Administration Fee](#)
 - ii. [Metro Transit Planning Activities \\$60,000 Federal, \\$25,714 Local Match, \\$3,000 Administration Fee](#)
 - iii. [Omaha Planning \\$30,000 Federal, \\$12,857 Local Match, \\$1,500 Administration Fee](#)
 - iv. [Omaha Public Works \\$60,000 Federal, \\$25,714 Local Match, \\$3,000 Administration Fee](#)
 - v. [Pottawattamie County GIS \\$30,000 Federal, \\$12,857 Local Match, \\$1,500 Administration Fee](#)
 - vi. [Sarpy County Planning & GIS \\$57,000 Federal, \\$24,429 Local Match, \\$2,850 Administration Fee](#)

2. [FY 2020 BUDGET](#) – (ACTION)

The Board will consider approval of the Final FY2020 budget items and FY2020 Work Program listed below:

- a. [Funds Budget](#)
- b. [Line Item Budget](#)
- c. [Program Budget](#)
- d. [Community Development Work Program](#)

3. [RESOLUTION 2019 - 29: FINAL FY 2020 WORK PROGRAM / UPWP](#) – (ACTION)

The Board will consider for approval Resolution 2019 - 29: Final FY 2020 Work Program / UPWP.

4. [FY2020 TRANSPORTATION IMPROVEMENT PROGRAM \(TIP\)](#) – (ACTION)

The Board will consider for approval the Draft FY2020 TIP to go to a 30-day public comment period.

5. [ELECTION OF OFFICERS](#) – (ACTION)

As specified by the Interlocal Agreement, the FY 2020 Chair and Vice Chair of the MAPA Board of Directors will be elected. They will take office July 1, 2019.

6. [INTERLOCAL AGREEMENT AMENDMENT](#) – (ACTION)

The Board will propose an amendment, contingent upon passing of Nebraska LB452, to the MAPA Articles of Interlocal

Cooperation Agreement to be voted on by the membership of the Council of Officials. This amendment is contingent upon passing of the Nebraska LB452 which would add Cass County, Nebraska to the MAPA region. The amendment requires seventy-five (75%) percent approval of the total membership of the Council of Officials. This amendment adds the classification of a Non-equity Member County, adds Cass County, Nebraska as a Non-equity Member County and amends Section 10.02 Amendment of Articles to be consistent throughout the Agreement.

7. GENERAL LIABILITY INSURANCE RENEWAL – (ACTION)

The Board will consider for approval FY 2020 General Liability Insurance Renewal or appoint the Finance Committee to approve at a later date if additional information is needed.

8. PART TIME BENEFITS ELIGIBILITY – (ACTION)

The Board will consider for approval proposed change to benefits eligibility from 30 hours per week to 21 hours per week.

J. ADDITIONAL BUSINESS –

K. DISCUSSION –

L. ADJOURNMENT –

Future Meetings/Events:

Heartland 2050 Regional Planning Advisory Committee (H2050 RPAC) Meeting: Friday, June 7, 2019

NARC 53rd Annual Conference and Exhibition, June 9-12, 2019 – Marriott Capitol District, Omaha

Finance Committee: Wednesday, June 19, 2019

Council of Officials: Thursday, June 20, 2019 @ Caddy's Kitchen & Cocktails - Council Bluffs, IA

Board of Directors: Thursday, June 27, 2019

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

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

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

Meeting Quorum: The presence of fifty percent (50%) of the total membership of the Board of Directors (5) at an officially called meeting shall constitute a quorum. (Articles of Interlocal Cooperation Agreement, Section 6.13)

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

Minutes
April 25, 2019

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairman Kindig called the meeting to order at 1:43 p.m.

A. ROLL CALL/INTRODUCTIONS

Members/Officers Present

Troy Anderson (rep. Mayor Jean Stothert)	Deputy Chief of Staff, City of Omaha
Clare Duda	Commissioner, Douglas County
Rusty Hike (Arrived @ 1:36 p.m.)	Mayor, City of Bellevue
Don Kelly	Sarpy County Commissioner
Doug Kindig – Chair	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Vinny Palermo	Omaha City Council
Justin Schultz	Pottawattamie County Board of Supervisors
Carol Vinton	IA Small Cities/Counties Representative (Mills County Board of Supervisors)

Members/Officers Absent

Patrick Bloomingdale	Chief Administrative Officer, Douglas County
Matt Walsh	Mayor, City of Council Bluffs

MAPA Staff

Christina Brownell	Josh Corrigan	Sue Cutsforth	Melissa Engel	Don Gross
Mike Helgerson	Kelly Shoff	Emily Sneller	Owen Stuckey	Megan Walker
Greg Youell				

Guest

Donna Barry Office of Senator Chuck Grassley

B. APPROVAL OF THE AGENDA – (Action)

MOTION by Vinton, SECOND by Duda to approve the agenda for the April 25, 2019 meeting of the Board of Directors.

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

C. APPROVAL OF THE MINUTES of the March 28, 2019 meeting – (Action)

MOTION by Palermo, SECOND by Vinton to approve the minutes of the March 28, 2019 meeting of the Board of Directors.

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

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

Mr. Duda reported that the Finance Committee met on April 17, 2019 and approved bills for March, reviewed financial statements through February and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Duda, SECOND by Schultz to approve the minutes of the April 17, 2019 Finance Committee meeting.

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

E. AGENCY REPORTS & PRESENTATIONS – (Information)

Approved by _____
Patrick Bloomingdale, Secretary/Treasurer

1. Agency Reports – Presented by Greg Youell, Executive Director

a. Executive Director's Report –

Mr. Youell provided an update to the Board on MAPA activities for the month of March. Updates were provided on the following: flood update, local foods, MAPA Foundation, Census data, NARC Conference, Heartland 2050 Summit.

b. Quarterly Report – The quarterly report for Q3 January 1 – March 31, 2019 was provided to the Board.

F. PUBLIC COMMENT –

None.

G. CONSENT AGENDA – (Action)

The Board considered Consent Agenda items listed below for approval.

1. Final Contract Payment – Intercultural Senior Center - \$3,868.09 –

2. Contract Amendments –

The Board considered approval of the contract amendments listed below.

a. Mills County Hazard Mitigation Contract (17MILL02) – extension of time through June 18, 2019

b. Emspace + Lovgren – budget amendment and extension of time to December 31, 2019

3. National Association of Regional Councils (NARC) Board Nomination –

The Board considered for approval the nomination of Supervisor Carol Vinton to serve on the NARC Board of Directors.

4. Resolution 2019 – 22: On-Call Travel Demand Modeling Forecasting – Task Order Agreement –

The Board considered for approval Resolution 2019 – 22: On-Call Travel Demand Modeling Forecasting – Task Order Agreement. This task order will recalibrate the travel demand model that will be used for the Long Range Transportation Plan and Transit Return-on-Investment (ROI) Assessment.

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

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

H. OLD BUSINESS

1. Resolution 2019 – 23: FY 2019 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT #5 – (Action)

Mr. Barber presented to the Board for approval Resolution 2019 – 23: FY 2019 TIP Amendment #5, which amends multiple projects for Douglas County, MAPA, and Metro Transit.

MOTION by Vinton, SECOND by Duda to approve Resolution 2019 – 23: FY 2019 TIP Amendment #5.

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. Resolution 2019 – 24: FY 2019 LONG RANGE TRANSPORTATION PLAN (LRTP) AMENDMENT #10 – (Action)

Mr. Helgerson presented to the Board for approval Resolution 2019 – 24: FY 2019 LRTP Amendment #10, which includes additional language in Chapter 7 under section 7.3.1 related to funding estimates for projects utilizing state directed revenue sources.

MOTION by Duda, SECOND by Vinton to approve Resolution 2019 – 24: FY 2019 LRTP Amendment #10.

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

I. NEW BUSINESS

1. New Contracts – (Action)

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

- a. Memorandum of Understanding (MOU) Douglas County Census: Complete Counts Committee - up to \$30,000 – Douglas County is contracting with MAPA to coordinate and support an Omaha Complete Counts Committee (CCC). The contract is for \$15,000 plus an option for an additional \$15,000 in 2020.
- b. Vireo – 24th Street Corridor Study - \$125,000 – This contract is for the City of Omaha’s Heartland 2050 Mini-Grant. Vireo will conduct a corridor study along 24th Street from Cuming to Ames to evaluate future housing and development potential and multi-modal transportation options. MAPA will serve as the administrator for the study.
- c. Nebraska Environmental Trust (NET) – Little Steps. Big Impact. Support - \$50,000 – MAPA was selected by NET for a \$50,000 grant in support of the Little Steps Big Impact air quality initiative. This contract supports efforts through June 30, 2020.
- d. Peter Kiewit Foundation – NARC Annual Conference Scholarships - \$7,500 – MAPA will receive \$7,500 to provide scholarships for attendees from Councils of Governments in Nebraska and western Iowa to attend the 2019 NARC Conference in Omaha. The grant provides \$750 scholarships for up to 10 recipients.

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

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. Draft FY 2020 Budget and Work Program – (Action)

Mr. Youell presented to the Board for approval the Draft FY 2020 Budget and Work Program items listed below. The annual work program identifies planned work priorities, studies, and supporting budget for July 1, 2019 – June 30, 2020.

- a. Preliminary Funds Budget
- b. Preliminary Line Item Budget
- c. Preliminary Program Budget
- d. Community Development Work Program
- e. Draft FY 2020 Work Program / UPWP

MOTION by Vinton, SECOND by Duda to approve the Draft FY 2020 Budget and Work Program.

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. Resolution 2019 – 25: Regional Population Estimates and Land Use Forecast – (Action)

Mr. Corrigan presented to the Board for approval Resolution 2019 – 25: Regional Population Estimates and Land Use Forecast. Data is updated every five years in line with MAPA’s long range planning schedule.

MOTION by Duda, SECOND by Hike to approve Resolution 2019 – 25: Regional Population Estimates and Land Use Forecast.

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

4. Draft 2019 Public Involvement Plan – (Action)

Ms. Walker presented to the Board for approval the Draft 2019 Public Involvement Plan to go to a 45 day public comment period. Updates to the PIP include refined methods and goals; added a monitoring and reporting section that is better aligned with industry standards.

MOTION by Vinton, SECOND by Duda to approve the Draft 2019 Public Involvement Plan to go to a 45 day public comment period.

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

5. Resolution 2019 – 26: 2020 Annual Authorization Resolution – (Action)

Mr. Youell presented to the Board for approval the FY 2020 Annual Authorization Resolution, authorizing the Executive Director to file, negotiate and execute applications, contracts, agreements, assurances and other documents required with the federal agencies as listed in the UPWP attached resolution.

MOTION by Kelly, SECOND by Duda to approve Resolution 2019 – 25: 2020 Annual Authorization Resolution.

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

6. Iowa West Foundation Grant Authorization – Heartland 2050 Close the Gap 2019 – (Action)

Mr. Youell presented to the Board for approval authorization of the Heartland 2050 Close the Gap 2019 Project as stated in the grant application with the Iowa West Foundation.

MOTION by Kelly, SECOND by Schultz to approve Iowa West Foundation Grant Authorization for the 2019 Heartland 2050 Close the Gap project.

AYES: Anderson, Duda, Hike, Kelly, Kindig, Palermo, Schultz, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

J. ADDITIONAL BUSINESS – None

K. DISCUSSION – None

L. ADJOURNMENT

Motion by Anderson to adjourn. Chairman Kindig adjourned the meeting at 2:29 p.m.

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha, NE 68102-4328
Finance Committee
May 22, 2019

The MAPA Finance Committee met May 22, 2019, in the MAPA conference room. Patrick Bloomingdale called the meeting to order at 8:30 a.m.

ROLL CALL

Members Present

Scott Belt, Pottawattamie County
Patrick Bloomingdale Secretary/Treasurer
Clare Duda, Douglas County
Don Kelly, Sarpy County (arrived @ 8:32)
Carol Vinton, Mills County

Staff Present

Natasha Barrett (arrived @ 8:40 a.m.)
Josh Corrigan
Melissa Engel
Don Gross (arrived @ 8:44 a.m.)
Amanda Morales
Katie Preister
Greg Youell

Members Absent

Steve Dethlefs, Washington County

A. FINANCE COMMITTEE INFORMATION

1. MONTHLY FINANCIAL STATEMENTS (March)

- a. Bank Reconciliations (American National & Washington County) and Statements on Investments
- b. Receipts and Expenditures
- c. Schedule of Accounts Receivable/ Accounts Payable
- d. Statement of Financial Position
- e. Statements of Revenues and Expenditures

Ms. Engel presented the March Financials. The Washington County Revolving Loan funds of just under \$188,000, held at NPAIT will be transferred to Washington County. This is in compliance with a notification received following a recent desk audit of the program. MAPA will continue to administer the grants for the County.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments

- a. Council Bluffs – PMT #1 - \$12,988.00
- b. Emspace + Lovgren – PMT #10 - \$8,877.04
- c. Emspace + Lovgren – PMT #11 - \$17,304.17
- d. Felsburg Holt & Ullevig - Bellevue Bridge Study – PMT #2 - \$43,645.80
- e. Omaha Public Works – PMT # 3 – \$7,770.11
- f. Pictometry– PMT #2 – \$308,188.27
- g. Pottawattamie County GIS – FY 2019 - \$7,538.79
- h. Sarpy County Planning & GIS – PMT #3 - \$13,169.33

Mr. Youell presented the contract payments for Finance Committee approval.

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

2. Contract Payments with Exceptions

- a. Douglas County GIS – PMT #3 - \$20,885.59
- b. Omaha Planning – PMT #3 – not to exceed - \$15,873.23
- c. Wellcom – PMT #2 – not to exceed - \$885.08

Mr. Youell presented the contract payments with exceptions.

MOTION Duda SECOND by Vinton, to approve the contract payments with exceptions once all necessary documentation is received. MOTION CARRIED.

C. RECOMMENDATION TO THE BOARD

1. Final Contract Payments

- a. Metro Transit mini grant - \$2,412.18

Mr. Youell presented the final contract payment for the Metro Transit mini grant.

MOTION Belt SECOND by Duda, to recommend that the Board of Directors approve the final contract payment as presented. MOTION CARRIED.

2. Contract Amendments

- a. Douglas County GIS Budget Amendment
- b. Omaha Planning Budget Amendment
- c. Pott. Co. CITIES Admin. (Macedonia, Minden, Treynor, Walnut) – Extension of Time to May 15, 2020
- d. Pott. Co. CITIES Admin. (Carson & Hancock) – Extension of Time to May 15, 2020

Mr. Youell presented the contract amendments.

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

3. New Contracts

- a. Douglas County GIS- \$55,000 Federal, \$23,571 Local Match, \$2,750 Admin
- b. Metro Transit Planning- \$60,000 Federal, \$25,714 Local Match, \$3,000 Admin
- c. Omaha Planning - \$30,000 Federal, \$12,857 Local Match, \$1,500 Admin
- d. Omaha Public Works- \$60,000 Federal, \$25,714 Local Match, \$3,000 Admin
- e. Pottawattamie County GIS- \$30,000 Federal, \$12,857, \$1,500 Admin
- f. Sarpy County Planning & GIS- \$57,000 Federal, \$24,429 Local Match, \$2,850 Admin
- g. Pottawattamie County CITIES Administration - \$5,000

Mr. Youell presented the new contracts. Items a. – f. are all pass through transportation planning contracts for FY 2020.

Mr. Gross explained that the Pottawattamie County CITIES Administration contract effective April 15, 2019 through May 1, 2020, will include the cities of Macedonia and Treynor.

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

4. Insurance Renewals

- a. Benefits- Rate pass through 6/30/2021 with no plan changes:
 - i. Life/AD&D
 - ii. Long Term Disability
 - iii. Dental Plan
 - iv. Vision

Ms. Preister presented the benefits insurance renewals that came to the Finance Committee with a favorable recommendation from the Benefits Committee.

MOTION Duda SECOND by Belt to recommend that the Board of Directors approve benefits insurance renewal as presented. MOTION CARRIED.

b. General Liability Insurance Renewal

Ms. Engel provided the committee with an updated general liability insurance comparison. MAPA is currently waiting on one additional broker to submit renewal rates. Mr. Bloomingdale offered the assistance of Douglas County's Risk Management office to review and make recommendations on the renewal proposals. The policies renew July 1, 2019, so staff would like to have the Finance Committee recommend that the Board grant the Committee the authority to approve the general liability insurance renewal at the June Finance Committee meeting.

MOTION Belt SECOND by Duda to recommend that the Board of Directors grant the Finance Committee the authority to approve a general liability insurance policy at the June Finance Committee meeting. MOTION CARRIED.

5. Part Time Benefits Eligibility

a. Proposed change to benefits eligibility from 30 hours per week to 21 hours per week

Ms. Preister presented the part time benefits eligibility that came to the Finance Committee with a favorable recommendation from the Benefits Committee.

MOTION Duda SECOND by Vinton to recommend that the Board of Directors approve the proposed changes to part time benefits eligibility as presented. Kelly opposed the changes to the part time benefits eligibility. MOTION CARRIED by majority.

6. FY 2019 Budget Amendments

a. Line Item Budget

b. Work Program/UPWP

Mr. Youell presented the FY 2019 budget amendments.

MOTION Belt SECOND by Vinton to recommend that the Board of Directors approve the FY 2019 budget amendment as presented. MOTION CARRIED.

7. FY 2020 BUDGET

a. Funds Budget

b. Line Item Budget

c. Program Budget

d. Work Program/UPWP

e. Community Development Work Program

Mr. Youell presented the FY 2020 Budgets

MOTION Belt SECOND by Duda to recommend that the Board of Directors approve the FY 2020 budgets as presented. MOTION CARRIED.

8. Interlocal Agreement

a. Amendment to add Cass County

Mr. Youell presented the Interlocal agreement amendment.

MOTION Belt SECOND by Duda to recommend that the Board of Directors approve the Interlocal Agreement amendment contingent upon the passing of the bill in Nebraska Legislature adding Cass County to the MAPA region. MOTION CARRIED.

D. OTHER

E. ADJOURNMENT

The meeting adjourned at 9:25 a.m.



Subcontractor Payment Authorization

Contract Number: 180227002
Contract Party: Metro Transit Authority
Contract Description: Transit Development Plan Mini Grant
Contract Approved by Board of Directors: July 27, 2017
Contract Amount: \$87,500.00
Match Amount: \$21,875.00
Contract Period: July 1, 2017 - December 31, 2018
Amended Contract: July 1, 2017 - June 30, 2019
Payment # Final

Billed to Date: \$ 87,500.00
Less Previous Payments: \$ 85,087.83
Amount Due: \$ 2,412.17

Payment Recommended By: _____
Responsible Charge / MAPA Staff Member

Department Manager

MAPA Executive Director

Approved by MAPA Finance Committee: _____
Date

MAPA Treasurer/Finance Committee Member

Approved by MAPA Board of Directors: _____
Date

MAPA Board Chair/Member



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

Invoice No. 035274

INVOICE

MAPA CONTRACT
2222 Cuming Street
Omaha, NE 68102

Date April 24, 2019
PO _____
Reference # _____
Customer # 20-20112

Qty	Description	Unit Price	TOTAL
0.00	2020112 - TDP 80% of SRF Inv	0.00	2,412.18 <i>7</i>
0.00	2020112 - #10490.08-10	0.00	0.00

Payment Details

- ☐ Cash
☐ Check
☐ _____

SubTotal 2,412.18 *7*

TOTAL 2,412.18 *7*

Office Use Only



2222 Cuming Street, Omaha, Nebraska 68102-4392
(402) -341-0800 ■ Fax (402)-342-0949 ■ TDD: 4(402)-341-0807
operated by Transit Authority of the City of Omaha

Invoice Date and Number	Metro Check Date	Metro Check Number	Check Amount	80% Federal	Invoice Amt	Invoice #
Apr 30, 2018 SRF invoice #10490.08-1	09/28/18	127382	11,413.00	9,130.40		
May 31, 2018 SRF invoice #10490.08-2	09/28/18	127382	11,084.50	8,867.60		
Jun 30, 2018 SRF invoice #10490.08-3	09/28/18	127382	16,372.57	13,098.06		
Jul 31, 2018 SRF invoice #10490.08-4	09/28/18	012687	38,614.00	30,891.20		
Aug 31, 2018 SRF invoice #10490.08-5	10/12/2018	012701	10,176.79	8,141.43	70,128.69 ✓	34749
Oct 31, 2018 invoice #10490.08-6	11/26/2018	127719	8,024.57	6,419.66	6,419.66 ✓	34774
Oct 31, 2018 invoice #10490.08-7	1/18/2019		1,028.83	823.06		
Nov 30, 2018 invoice #10490.08-8	1/18/2019	128086	4,000.41	3,200.33		
Dec 31, 2018 invoice #10490.08-9	1/18/2019	128086	5,645.11	4,516.09	8,539.48 ✓	34958
Jan 31, 2019 invoice #10490.08-10	2/22/2019	128336	16,227.85	12,982.28		
Jan 31, 2019 invoice #10490.08-10	2/22/2019	Not Eligible	(13,212.63)	(10,570.10)	2,412.18 ✓	7
Total SRF Expenditures			109,375.00	87,500.00		
80% Federal Highway Funding				80.00%		
Total Transit Development Plan Contract Expenditures #1800227002			87,500.00			
Total Transit Development Plan Contract #1800227002			87,500.00			
Balance of TDP Contract as of April 30, 2019			0.00			

Approved

Date

04/24/19



SRF Consulting Group, Inc.
One Carlson Parkway North, Suite 150
Minneapolis, MN 55447-4443

P. 763.475.0010
F. 1.866.440.6364

INVOICE

Invoice Date: January 31, 2019

Invoice No: 10490.08 - 10

Ms. Emily Baarson
Transit Planner
Omaha Metro
The Transit Authority of the City of Omaha
2222 Cuming Street
Omaha, NE 68102

copy

Email: ebaarson@ometro.com

Re: Metro Indefinite Delivery / Indefinite Quantity (IDIQ) Services
Transit Development Plan
Work Order No. 8
Completion Date: 12/31/2018

Professional Services for period ending January 31, 2019

Fee				
SRF Total Fee	130,018.36			
Percent Complete	94.2849	Total Earned	122,587.63	
		Previous Fee Billing	106,359.78	
		Current Fee Billing	16,227.85	
		SRF Total Fee		16,227.85
Budget Status	Budget	Current	Prior	To-Date
Total Billings	130,018.36	16,227.85	106,359.78	122,587.63
Remaining				7,430.73

Total Amount Due this Invoice **\$16,227.85**

APPROVED

FEB 08 2019

PURCHASING

APPROVED			
GRANT	EXEC.	DEPT. HD.	DATE
P.O. NUMBER 791054			TERMS
ACCT.			AMOUNT
113,005			16,227.85
Spec: 31-17			
Contract: Maps			
Task: 44.23.01			

OK
2/8/2019

112666

Omaha Metro A/E IDIQ – Monthly Progress Report – Transit Development Plan

Metro Project Number:	NE-90-X104	SRF Project Number:	10490.08
Specification Number:	16-16		
Current Period:	January 1, 2019 through January 31, 2019		

A. Tasks Completed in Previous Period (January)

The following tasks were initiated and/or completed in the prior period:

- Initiated the final document.
- Refined the three tiers of system improvements.
- Bi-weekly meetings with Metro staff.
- Presented draft concepts to Operations Subcommittee.

B. Tasks Being Completed (February 2019)

The following tasks are being addressed in the current month:

- Finalize document.
- Present findings to the transit board for approval.

C. Tasks Anticipated in the Next Period (March)

The following tasks are anticipated to be initiated/completed in January

- None.

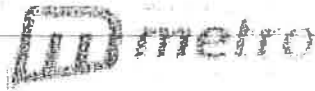
D. Information Needed from Metro

The following information is needed from Metro:

- None.

E. Percent Complete

- Current Period: 90%
-



Purchase Order

Metro
2222 Cumming Street
Omaha, NE 68102-4392
(402) 341-7560

ORDER NUMBER

79105

TO:

SRF CONSULTING GROUP, INC.
ONE CARLSON PARKWAY NORTH
SUITE 150
MINNEAPOLIS, MN 55447

SHIP TO:

METRO
2222 CUMMING ST
OMAHA, NE 68102

DATE OF ORDER 4/9/2018		DATE RECEIVED		PO Account 113005-0000		BUYER	
LOCATION	QUANTITY ORDERED	ITEM NUMBER	VENDOR ITEM	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
	1		SERVICES	TASK ORDER 8		130018.3600	130018.36

PO Total: 130018.36

Mapa Grant: 87,500 ALI: 44.23.01
NE-95-K001: 42,518 ALI: 44.24.00

Inv# 10490.08-6
10-24-18 OK JR/MB

Inv# 10490.08-7
Inv# 10490.08-8
Inv# 10490.08-9

Inv# 10490.10
1-31-19 OK JR/MB

42,357.56

8,024.57

34,332.93

- 1,028.83

- 4,000.41

- 5,645.01

- 10,674.35

23,658.58

- 16,227.85

7,430.73

Inv 10490.08-1
5-25-18 OK JR
(Mapa Grant)

Inv# 10490.08-3
6-30-18 OK JR

Inv# 10490.08-4
8-27-18 OK JR

Inv# 10490.08-2
5-31-18 OK JR

Inv# 10490.08-5
8-31-18 OK JR

Mapa Grant: 10,015.98

NE-95-K001: 160.86

11,413.00

118,605.36

- 16,372.57

102,232.79

- 38,614.00

63,819.79

- 11,084.50

52,735.29

- 10,174.79

42,357.50

INCORPORATION OF FEDERAL CONTRACT CLAUSES. All federal contract clauses as provided by 49 CFR Part 18 and
FTA Circular 4220.1E shall be deemed to be incorporated, whether or not expressly set forth in any Metro procurement and/or contract.

<http://www.ometira.com/index.php/corporatecontractingopportunities/>

COMMENTS: TRANSIT DEVELOPMENT PLAN, MAPA GRANT \$87500, LOCAL FUNDS \$42518.36, SPEC 21-17, GRANT MAPA, TASK
44.23.01, ORDERED BY RUMERY

AUTHORIZED SIGNATURE

PURCHASING AGENT

Date

4-9-18

I determine the price to be fair & reasonable based on at least one of the following: (Check one or more, as they apply)

☐ Found reasonable on recent purchase; ☐ Obtained from current price list; ☐ Obtained from current catalog;
☐ Commercial market sales price from advertisement; ☐ Similar in related industry; ☐ Personal knowledge of item procured;
☐ Regulated rate (utility); ☐ other (attach document(s))

Project / Item Amount: ☐ Less than \$3,000.00

Amount:

MAPA CONTRACT COVER PLATE
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Number: 1950310001
2. Project: 310 Douglas County GIS Activities – FY 19
3. Effective Date: July 1, 2018
4. Completion Date: June 30, 2019

CONTRACT PARTIES

5. Contractor Name and Address:

Douglas County
GIS Coordinator
1819 Farnam Street
Omaha NE 68183

6. The Planning Agency:

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

ACCOUNTING DATA

7. Contract – not to exceed \$55,000 FHWA PL Funds, plus minimum \$ 23,571 in local matching funds.

Allotted - \$55,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$2,750 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Board Approval –
10. Date of Contractor Approval

AMENDMENT TO THE AGREEMENT BETWEEN
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND
DOUGLAS COUNTY, NEBRASKA

This amendatory agreement made and entered into as of this thirtieth day of May, 2019 by and between Douglas County, Nebraska on behalf of the Douglas County Geographic Information Systems Department ("GIS"), 1819 Farnam Street, Omaha, NE 68183 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the County entered into an agreement dated July 1, 2018 and,

WHEREAS, the parties to that Amendment now desire to amend Exhibit III: Scope of Work and Budget of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Project Budget, in Exhibit III: Scope of Work and Budget of said Agreement dated July 1, 2018 be and is hereby amended to read as follows:

Project 1: Natural Resource Budget

Staff time in hours 60

Item	Total	Federal (70%)	Local (30%)
Salary and Wages	2,682	1,877	805
Fringe Benefits	1,657	1,160	497
Indirect Costs	1,365	956	409
Total	5,704	3,993	1,711

Project 2: Data Portal Budget

Staff time in hours 12

Item	Total	Federal (70%)	Local (30%)
Salary and Wages	500	350	150
Fringe Benefits	323	226	97
Indirect Costs	259	181	78
Total	1,082	757	325

Project 3: Data Development Budget

Staff time in hours 827

Item	Total	Federal (70%)	Local (30%)
Salary and Wages	34,034	23,824	10,210
Fringe Benefits	20,573	14,401	6,172
Indirect Costs	17,178	12,025	5,153
Total	71,785	50,250	21,535

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on July 1, 2018 shall be unchanged and remain in full force and effect.

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

DOUGLAS COUNTY, NEBRASKA

Attest: _____ Date _____ By _____ Date: _____

Printed Name

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

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

MAPA CONTRACT COVER PLATE
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Number: 1950310003
2. Project: 310 Omaha Planning – FY 19
3. Effective Date: July 1, 2018
4. Completion Date: June 30, 2019

CONTRACT PARTIES

5. Contractor Name and Address:

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

6. The Planning Agency:

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

ACCOUNTING DATA

7. Contract – not to exceed \$30,000 FHWA PL Funds, plus minimum \$12,857 in local matching funds.

Allotted - \$30,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$1,500 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Board Approval –
10. Date of Contractor Approval

AMENDMENT TO THE AGREEMENT BETWEEN
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND
CITY OF OMAHA, NEBRASKA

This amendatory agreement made and entered into as of this thirtieth day of May, 2019 by and between City of Omaha, Nebraska on behalf of the City of Omaha Planning Department, 1819 Farnam Street, Omaha, NE 68183 (hereinafter referred to as "the City"), and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the City entered into an agreement dated July 1, 2018 and,

WHEREAS, the parties to that Amendment now desire to amend Exhibit III: Scope of Work and Budget of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Project Budget, in Exhibit III: Scope of Work and Budget of said Agreement dated July 1, 2018 be and is hereby amended to read as follows:

Staff time in hours	782		
Item	Total	Federal (70%)	Local (30%)
Salary and fringe benefits	34,341	24,039	10,302
Nonpersonnel: training travel and services	3,578	2,504	1,074
Indirect Costs	4,938	3,457	1,481
Total	42,857	30,000	12,857

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on July 1, 2018 shall be unchanged and remain in full force and effect.

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

CITY OF OMAHA, NEBRASKA

Attest: _____ Date _____ By _____ Date: _____

Printed Name

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

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

MAPA CONTRACT COVER PLATE
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA and Pottawattamie County Iowa
2. Project Number and Title: 17POTT01 – Pottawattamie County CITIES Administration
Cities of: Macedonia, Minden, Treynor and Walnut Projects
3. Effective Date: March 15, 2017
4. Completion Date: May 15, 2020

CONTRACT PARTIES

5. Pottawattamie County
227 South 6th Street
Council Bluffs, IA 51501
6. The Planning Agency:
The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska, 68102

ACCOUNTING DATA

7. Contract - For an amount not to exceed \$ 10,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AMENDMENT TO THE AGREEMENT BETWEEN
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND
POTTAWATTAMIE COUNTY, IOWA

This amendatory agreement made and entered into as of this thirtieth day of May, 2019 by and between Pottawattamie County, 227 South 6th, Council Bluffs, Iowa 51501 (herein called "County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the County entered into an agreement dated March 15, 2017 and,

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

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated March 15, 2017 be and is hereby amended to read as follows:

"Completion Date: May 15, 2020"

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated March 15, 2017 be and is hereby amended to read as follows:

"4. Time of Performance. The services of the County are to commence March 15, 2017 and end May 15, 2020."

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on March 15, 2017 shall be unchanged and remain in full force and effect.

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

POTTAWATTAMIE COUNTY IOWA

Attest: _____ Date _____

By _____ Date: _____

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: _____ Date _____

By _____ Date: _____
Board Chair

MAPA CONTRACT COVER PLATE
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA and Pottawattamie County Iowa
2. Project Number and Title: 18POTT01 – Pottawattamie County CITIES Administration
Cities of: Carson and Hancock
3. Effective Date: April 15, 2018
4. Completion Date: May 15, 2020

CONTRACT PARTIES

5. Pottawattamie County
227 South 6th Street
Council Bluffs, IA 51501
6. The Planning Agency:
The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska, 68102

ACCOUNTING DATA

7. Contract - For an amount not to exceed \$ 5,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AMENDMENT TO THE AGREEMENT BETWEEN
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND
POTTAWATTAMIE COUNTY, IOWA

This amendatory agreement made and entered into as of this thirtieth day of May, 2019 by and between Pottawattamie County, 227 South 6th, Council Bluffs, Iowa 51501 (herein called "County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the County entered into an agreement dated April 15, 2018 and,

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

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Completion Date, on the Contract Cover plate of said Agreement dated April 15, 2018 be and is hereby amended to read as follows:

"Completion Date: May 15, 2020"

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated April 15, 2018 be and is hereby amended to read as follows:

"4. Time of Performance. The services of the County are to commence April 15, 2018 and end May 15, 2020."

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on April 15, 2018 shall be unchanged and remain in full force and effect.

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

POTTAWATTAMIE COUNTY IOWA

Attest: _____ Date _____

By _____ Date: _____

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: _____ Date _____

By _____ Date: _____
Board Chair

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 19DOUG01
2. Project Number: Douglas County Complete Counts Census Committee
3. Effective Date: June 1, 2019
4. Completion Date: December 31, 2019

CONTRACT PARTIES

5. Contractor Name and Address:

Douglas County
1819 Farnam Street
Omaha NE 68183

6. The Planning Agency:

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

ACCOUNTING DATA

7. Contract – \$15,000, with the option of an additional \$15,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of June, 2019 by and between Douglas County, Nebraska, 1819 Farnam Street, Omaha, NE 68183 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein.

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

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which MAPA and the County will coordinate a Complete Counts Committee (hereinafter referred to as "CCC").
2. **Background.** the County wishes to implement a CCC for the 2020 Census to coordinate local partners and outreach activities which provides an opportunity for everyone to be counted. CCC will utilize local knowledge, influence, and resources to educate communities and promote the census through locally based, targeted outreach efforts. See Attachment A for Scope of Services.
3. **Term.** This Agreement is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect through December 31, 2019 with an opportunity to renew for an additional year through December 31, 2020.
4. **Conditions of Agreement.** The County shall pay to MAPA fifteen thousand dollars (\$15,000) due upon submittal of an invoice to the County. Should both parties agree, the County may extend services for an additional year and an additional fifteen thousand dollars (\$15,000).
5. **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. Neither Party, 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. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents, contractors or servants shall in no way be the responsibility of the other Party. 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.
6. **Indemnification.** Each Party shall assume all risk of loss, indemnify the other against loss, and

hold the other, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines or judgments and all expenses incident thereto, including legal fees, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by the indemnifying Party's negligent acts or omissions or those of its officers, employees or agents, and assigns, for any losses caused by failure of the indemnifying Party to comply with terms and conditions of the Agreement, and for any losses caused by other parties which have entered into agreements with the indemnifying Party, provided that the Indemnified Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The Indemnified Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, or other applicable provisions of law.

7. **Insurance.** MAPA agrees to provide and maintain throughout the term of this Agreement, and at its own expense, adequate statutory Nebraska workers' compensation insurance, and shall provide proof thereof. The policies required to be maintained shall be with companies rated A or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the state of Nebraska and domiciled in the USA. Douglas County shall be named as an additional insured on MAPA's Certificates of General Liability Insurance. MAPA shall provide a certificate of insurance to Douglas County Purchasing before work or services are undertaken pursuant to this Agreement and upon demand of Douglas County thereafter. All insurance documents and insurance notifications shall be sent to:

Douglas County Purchasing Agent
902 Civic Center
Omaha NE 68183

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect MAPA or its interests. MAPA is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit MAPA's liability hereunder or to fulfill the indemnification provisions of this Agreement.

8. **Authorized Representative and Notice.** Except for any notice required under applicable law to be given in another manner, any notice, demand, or communication required, permitted or desired to be given hereunder shall be deemed effectively given when made in writing and personally delivered, in which case a signed receipt shall be obtained, or mailed by prepaid certified United States mail, return receipt requested, addressed to the authorized representatives of the Parties as follows:

If to COUNTY:

Patrick Bloomingdale
Chief Administrative Officer
1819 Farnam Street, Suite LC2
Omaha, NE 68183

If to MAPA:

Gregory Youell
Executive Director
2222 Cuming Street
Omaha, NE 68102

9. **Amendments.** This Agreement may be amended only by a written instrument executed by all Parties. Every amendment shall specify the date on which its provisions shall be effective.
10. **Assignment.** This Agreement shall not be assignable by one party without the prior written consent of the other Party.
11. **Governing Law.** Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue

for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

12. **Waiver.** A waiver of the breach of any term or condition of this Agreement by either Party shall not constitute a waiver of any other term or provision or any subsequent breach or breaches.
13. **Severability.** In the event any provision of this Agreement is found to be legally invalid or unenforceable by a court of competent jurisdiction for any reason, the remaining provisions shall continue in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.
14. **Captions.** The captions and headings used throughout this Agreement are for convenience only, and such captions are not to be construed to be a part of this Agreement or to be used in determining or construing the intent or context of this Agreement.
15. **Entire Agreement.** This Agreement, including any exhibits referenced herein, contains the entire agreement of the Parties and supersedes all prior agreements, contracts and understandings, either written or oral, between the Parties. This Agreement may be executed in one or more counterparts, which each shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall supersede and replace any prior agreements between MAPA and COUNTY concerning the Services described herein.
16. **Funding Out Clause.** Due to possible future reductions in County, State and/or Federal appropriations, COUNTY cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, COUNTY may terminate the Agreement or reduce the consideration upon notice in writing to MAPA. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. COUNTY shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, MAPA may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to COUNTY.
17. **Nondiscrimination.** Both Parties agree that neither it nor any of its subcontractors shall 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, sexual orientation, gender identity, disability, current or former military service or protected veteran status or national origin of the employee or applicant. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship(s). The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
18. **New Employee Work Eligibility Status.** MAPA is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within 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.

19. **Public Benefits.** With regard to Neb.Rev.Stat. §§4-108-113, 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. §§4-108-11.
20. **Drug Free Policy.** MAPA assures COUNTY that it has established and maintains a drug free workplace policy.
21. **Conflict of Interest.** In the performance of this Agreement, MAPA will avoid all conflicts of interests or appearances of conflict of interest and will report any conflict of interest immediately to COUNTY. COUNTY assures MAPA that no COUNTY employee will have a financial or personal interest in this Agreement. MAPA did not and will not provide any money or other benefit of any kind to any COUNTY employee in the procuring of, facilitation of, and execution of or during the duration of this Agreement.
22. **Signatures.** In witness whereof, the parties to this Agreement, through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

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

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

Attest: _____

by _____ DATE: _____

Douglas Kindig, Chairman
Board of Directors

DOUGLAS COUNTY, NEBRASKA

Attest: _____

by _____ DATE: _____

Chris Rodgers, Chair
Board of Commissioners

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

DATE _____, 20____

DATE _____, 20____

Signed _____

MAPA Legal Counsel

Signed _____

Deputy Douglas County Attorney

ATTACHMENT A

SCOPE OF SERVICES

The Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) shall assist Douglas County to coordinate a Complete Counts Committee (CCC). This effort shall be conducted based on direction from the County Board or their appointed designee(s). This work shall include, but is not limited to, the following activities:

1. CCC project administration

MAPA will provide leadership in setting up meetings, creating agendas, recording minutes, and communicating with committee members.

2. CCC work group coordination

MAPA will coordinate or assist with administration and management of any working groups or subcommittees as directed by the CCC.

3. CCC grant writing

MAPA will be available to write grants applications from philanthropic or other potential resources to fund CCC outreach and engagement activities.

4. CCC technical support

MAPA, in collaboration with the Census Bureau and the Nebraska State Data Center, will provide mapping, data and technical support to the CCC as needed.

5. Community liaison

MAPA will assist Douglas County and the CCC through coordinating CCC activities with other ongoing planning efforts as directed by the CCC, including, but not limited to:

- Engagement with community leaders and the public
- Identifying opportunities to coordinate with other local and regional projects and activities
- Execution of communication and engagement



Metropolitan Area Planning Agency
Basic Life and AD&D Analysis

Renewal Date: July 1, 2019

Carrier	Principal	
Life & AD&D Amount	\$25,000	
Guarantee Issue Limit	\$25,000	
Benefit Reduction	to 65% at age 70 to 45% at age 75	
Benefits Terminate Upon Retirement	Yes	
Waiver of Premium	Included	
Accelerated Benefit	Included	
Conversion	Included	
Actively at Work	Provision applies	
Employer Contribution	100%	
Participation Requirement	100%	
Rate Guarantee	2 Years	
Monthly Cost	Current Rates	Renewal Rates
Benefit Volume	\$491,000	\$491,000
Basic Life Rate per \$1,000	\$0.217	\$0.217
AD&D Rate per \$1,000	\$0.020	\$0.020
Total Monthly Cost	\$116.37	\$116.37
Total Annual Cost*	\$1,396.40	\$1,396.40
Percent Change from Current		0.0%

*Final Rates are based on actual enrollment on the effective date.



Metropolitan Area Planning Agency Voluntary Dental Analysis

Renewal Date: July 1, 2019

Carrier		Principal		
		PPO		
Usual & Customary Percentile		80%		
Deductible				
Single		\$50		\$50
Family		\$150		\$150
Waived for Preventive Services		Yes		Yes
Coinsurance				
Preventive		100%		80%
Basic		80%		60%
Major		50%		40%
Endodontics		Major		
Periodontics		Major		
Orthodontics (Child Only)				
Deductible		N/A		
Coinsurance		N/A		
Maximums		Includes Max Accumulation		
Preventive, Basic, Major - Annual		\$1,000		
Orthodontics - Lifetime		N/A		
Waiting Periods (New Hires)				
Preventive/Basic/Major/Ortho		0/0/0/N/A		
Employer Contribution				
Eligible employees		0%		
Eligible dependents		0%		
Participation Requirement				
Eligible employees		20% or 5 enrolled employees, whichever is greater		
Eligible dependents		none		
Rate Guarantee		2 Year		
Monthly Cost	# EES	Current Rates	Renewal Rates	Revised Renwal
Single	10	\$29.65	\$30.69	\$29.65
Employee & Spouse	2	\$60.30	\$62.41	\$60.30
Employee & Child(ren)	2	\$57.80	\$59.83	\$57.80
Family	4	\$94.63	\$97.94	\$94.63
Total Monthly Cost		\$911.22	\$943.14	\$911.22
Total Annual Cost*		\$10,934.64	\$11,317.68	\$10,934.64
Percent Change from Current			3.5%	0.0%

* Final rates are based on actual enrollment on the effective date.



Metropolitan Area Planning Agency
Long Term Disability Analysis

Renewal Date: July 1, 2019

Carrier	Principal	
Monthly Benefit	66.67%	
Maximum Monthly Benefit	\$6,000	
Minimum Monthly Benefit	\$100 or 10% of monthly benefit	
Elimination Period	90 days	
Definition of Disability Own Occupation Period	to age 65	
Partial Disability	Included	
Residual Disability	Included	
Duration of Benefits	SSNRA	
Mental & Nervous	24 months	
Survivor Benefit	3 months	
Social Security Integration	Full Family	
Preexisting Conditions	3/12	
Actively at Work	Provision Applies	
Employer Contribution	100%	
Participation Requirement	100%	
Rate Guarantee	2 Years	
Monthly Cost	Current Rates	Renewal Rates
Insurable Monthly Payroll	\$82,061	\$82,061
Rate per \$100	\$0.38	\$0.38
Total Monthly Cost	\$311.83	\$311.83
Total Annual Cost*	\$3,741.98	\$3,741.98
Percent Change from Current		0.0%

* Final rates are based on actual enrollment on the effective date.



Metropolitan Area Planning Agency Voluntary Vision Analysis

Renewal Date: July 1, 2019

Carrier		EyeMed	
		PPO	Non-PPO
Vision Network		Insight	
Copays			
Exam		\$10	
Materials		\$25	
Service - Maximum Covered Expense			Reimbursed up to:
Annual Exam		\$10 copay	\$40
Frames		\$130 retail allowance; 20% discount over allowance may apply	\$91
Single Lenses		\$25 copay	\$30
Bifocal Lenses		\$25 copay	\$50
Trifocal Lenses		\$25 copay	\$70
Lenticular Lenses		\$25 copay	\$70
Lens Add Ons**		Varies by type	n/a
Contact Lenses - Medically Necessary		\$0 copay - paid in full	\$210
Contact Lenses - Elective		\$130 allowance; 15% discount over allowance may apply	\$130
Contact Lenses - Evaluation Fit & Follow Up		Standard: \$40 copay Premium: 10% discount	n/a
Frequency Allowance			
Exam		12 months	
Lenses		12 months	
Frames		24 months	
Employer Contribution		Voluntary	
Participation Requirement		10 enrolled employees	
Rate Guarantee		Rates guaranteed through 07/01/2021	
Monthly Cost	# EES	Current Rates	
Single	8	\$7.01	
Employee & Spouse	2	\$13.33	
Family	2	\$20.62	
Total Monthly Cost		\$123.98	
Total Annual Cost*		\$1,487.76	

*Final rates are based on actual enrollment on the effective date.

**Note: Lens Add Ons include items such as: UV Coating, Progressive Lenses, High Index, Polarized Lenses, Scratch protection, Anti-Reflective Coating, etc...



* See Notes on Page 2

- * If travel is outside the MAPA five-county region Travel Authorizations are to be approved in advance.
- * Attach meeting/conference information to this form prior to submission.
- * Receipts and the Travel Reconciliation Form are to be submitted upon your return along with a copy of the approved Travel Authorization form. If you need reimbursed you will also need to fill out and include the Expense Reimbursement Form.
- * Detailed meal receipts itemizing all food and drink must be obtained from vendor. A credit card receipt alone is not sufficient documentation.
- * Seat upgrade fees are not an allowable expense and will be at your own expense.
- * Meals provided at conferences need to be deducted from per diem table.
- * Alcohol is not allowable and will be at your own expense.
- * Tip Maximum is 20% of before tax subtotal.
- * Lodging & Registration that exceed the discounted rate for block conference may be at your own expense if request was made after the deadline.
- * Breakfast is allowable if you are required to leave before 6:30 AM or on overnight travel (stayed away previous night).
- * Lunch is allowable on overnight travel, if you are required to leave before 11:00 AM or return after 2:00 PM.
- * Dinner is allowable on overnight travel, if you are required to leave before 5:00 PM or return after 7:00 PM.
- * Meals are not reimbursable if the employee eats within 20 miles of Omaha, unless during training or a business meeting is taking place during the meal.
- * Personal Mileage is eligible for reimbursement if MAPA vehicles are not available. If a vehicle is not available for each trip, staff members are responsible to ensure that agency vehicles are used for the longest trips.



Greg Youell <gyouell@mapacog.org>

2019 Economic Development Conference for the EDA Denver Region

2 messages

NADO Research Foundation <ltompson@nado.org>

Thu, May 16, 2019 at 3:40 PM

Reply-To: ltompson@nado.org

To: gyouell@mapacog.org



ECONOMIC BRILLIANCE AND RESILIENCE: **2019 ECONOMIC DEVELOPMENT CONFERENCE FOR EDA** **DENVER REGION**

AUGUST 26 - 29, 2019
Denver, Colorado

Participate in a Timely and Relevant Learning Opportunity

Join your regional development peers (Economic Development Districts, University Centers, RLFs, Tribal Planning Grantees, Regional Councils, Trade Adjustment Assistance Centers, and other regional development stakeholders) from EDA's 10-state region of Colorado, Iowa, Kansas, Missouri, Montana, North Dakota, Nebraska, South Dakota, Utah, and Wyoming for best practice exchanges, peer networking, and professional development training.

Network with Your Economic Development Peers

With nearly 300 rural and regional economic development practitioners from across the 10 states expected to attend, the conference format includes many opportunities for peer networking. The conference planning team recognizes the immeasurable value of peer-to-peer exchanges. We have built in ample time for attends to share lessons learned, offer

solutions to challenges and problems, talk about innovative approaches to economic development, and talk through current issues they are facing in their communities, regions, states, and across the EDA Denver region.

Gain a Better Understanding of EDA's Programs

In addition to sessions delivered by EDA staff that will offer insights about the agency's portfolio of programs, other sessions are being designed so that attendees can learn about the ways these programs are being delivered on the ground. Attendees will be able to learn how other EDA-funded programs are working on various aspects of economic development and gain a better understanding of how future collaborations might promote their efforts.

Broad and Diverse Range of Topics

Conference sessions will cover a broad range of topics: CEDS process planning and implementation, and alignment with other plans; data sources and uses; training for new executive directors; economic recovery and resilience; indirect cost rate negotiations; Grants Online; EDD relevance, including measuring and sharing impact; broadband; Opportunity Zones; workforce and economic development; addressing underemployment and low employment; EDA program overviews; emerging industries; renewable energy; manufacturing; RIS; entrepreneurship and much more!

Start Planning

The conference will include pre-conference workshops that will start around noon on Monday, August 26 and will conclude around 1 pm on Thursday, August 29. A preliminary agenda can be found on the Agenda and Presentations page; it will be updated regularly but might be useful for your travel planning purposes.

Conference Logistical Information

The conference will be held at the Grand Hyatt Hotel, 1750 Welton Street, in Denver. Make your reservations by calling the hotel (303.295.1234) or, better yet, by [clicking here](#)

Conference registration will open soon. Rates will be \$300 (before July 27, 2019) and \$350 (after July 27, 2019).

For more information about the conference, [click here](#), and check your in-box regularly for updates!

With support from the Economic Development Administration's

**Denver Regional Office, the NADO Research Foundation is
coordinating the conference.**



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NADO, 400 North Capitol Street, NW, Suite 388, Washington, DC 20001

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Greg Youell <gyouell@mapacog.org>
To: Donald Gross <dgross@mapacog.org>

Fri, May 17, 2019 at 11:17 AM

[Quoted text hidden]

Sent from Gmail Mobile



* See Notes on Page 2

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When & Where

August 26 to August 29, 2019
Grand Hyatt Hotel
Denver, CO

>

2019 Economic Development Conference for the EDA Denver Region

[NADO.org](#) > [Upcoming NADO Events](#) > 2019 Economic Development Conference for the EDA Denver Region

Overview

Registration

Registration

Agenda & Presentations

Registration rates:

- ▶ \$300 – Early bird rate (deadline is July 26, 2019)
- ▶ \$350 – Regular rate

Travel & Venue

National Association of Development Organizations (NADO) and the NADO Research Foundation

400 North Capitol Street, NW, Suite 388, Washington, DC 20001

Phone: 202.624.7806 | Fax: 202.624.8813 | Email: info@nado.org

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When & Where

August 26 to August 29, 2019
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Overview

Registration

Agenda & Presentations

Travel & Venue

2019 Economic Development Conference for the EDA Denver Region

[NADO.org](#) > [Upcoming NADO Events](#) > 2019 Economic Development Conference for the EDA Denver Region

Agenda & Presentations

Conference presentations will be posted here shortly after the event.

A more detailed conference agenda will be available here soon; meantime, for your travel planning purposes, here is the preliminary schedule:

Monday, August 26, 2019

12:30 pm - 4:30 pm

Pre-conference workshop for New EDD Executive Directors

Tuesday, August 27, 2019

8:00 am - 5:00 pm

Conference Registration

8:45 - 10:15 am

Opening Plenary Session

10:15 - 10:30 am

Networking Break

10:30 - 11:45 am

Concurrent Sessions

12:00 - 1:30 pm ✓

Plenary Luncheon

1:45 - 3:00 pm

Concurrent Sessions

3:00 - 3:15 pm

Networking break

3:15 - 4:30 pm

Concurrent Sessions

5:00 - 6:30 pm

Reception

Wednesday, August 28, 2019

7:00am - 5:00 pm

Conference Registration

8:45 - 10:00 am

Concurrent sessions

10:00 - 10:15 am

Networking Break

10:15 - 11:45 am

Concurrent Sessions

11:45 am - 1:30 pm

Lunch on Your Own

1:45 - 3:00 pm

Concurrent Sessions

3:00 - 3:15 pm

Networking Break

3:15 - 4:45 pm

Concurrent Sessions

4:45 - 6:30 pm

Reception

Thursday, August 29, 2019

7:30 - 8:45 ✓

Breakfast

9:00 - 10:30 am

Concurrent Sessions

10:30 - 11:00 am

Networking Break and Hotel Check Out

11:00 - 11:30 am

Closing Plenary

PLEASE NOTE: Schedule is subject to change. This is as of 4.18.19.

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Metropolitan Area Planning Agency

Line Item Budget Amendment

		FY 18 Year End	FY 19 Original Budget	Adjustment	FY 19 Amended Budget	Projection
Revenues						
Federal and State Revenue						
10-4100	Federal Revenue	\$3,142,384.14	\$3,224,057.00	(\$460,000.00)	\$2,764,057.00	\$2,764,057.00
10-4200	State Revenue	\$111,612.14	\$136,000.00	\$15,000.00	\$151,000.00	\$151,000.00
Total Federal and State Revenue		\$3,253,996.28	\$3,360,057.00	(\$445,000.00)	\$2,915,057.00	\$2,915,057.00
Local Government Revenue						
10-4300	Local Revenue	\$1,183,770.89	\$392,378.00	\$7,622.00	\$400,000.00	\$400,000.00
10-4305	TIP Fee	\$0.00	\$194,600.00	\$80,400.00	\$275,000.00	\$271,776.80
10-4350	Heartland 2050 Local Revenue	\$56,441.91	\$5,000.00		\$5,000.00	\$5,000.00
Total Local Government Revenue		\$1,240,212.80	\$591,978.00	\$88,022.00	\$680,000.00	\$676,776.80
Charges for Services						
10-4400	Contracts	\$118,313.95	\$421,704.00	(\$296,454.00)	\$125,250.00	\$125,250.00
10-4405	Aerial Photo Income	\$0.00		\$384,964.00	\$384,964.00	\$296,454.00
Total Charges for Services		\$118,313.95	\$421,704.00	\$88,510.00	\$510,214.00	\$421,704.00
Forums Revenue						
10-4500	Forums/Annual Dinner	\$21,321.00	\$0.00	\$0.00	\$0.00	\$0.00
10-4501	Council of Officials Quarterly Mee	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$720.00
10-4502	Council of Officials Annual Meetir	\$0.00	\$5,000.00	\$1,000.00	\$6,000.00	\$5,815.00
10-4505	Heartland 2050 Summit	\$0.00	\$6,000.00	\$500.00	\$6,500.00	\$6,500.00
10-4506	Heartland 2050 Speaker Series	\$0.00	\$4,000.00	(\$1,500.00)	\$2,500.00	\$2,500.00
Total Forums Revenue		\$21,321.00	\$16,000.00	\$0.00	\$16,000.00	\$15,535.00
In-kind Revenue						
10-4510	In-Kind Revenue	\$576,422.93	\$463,205.00	(\$170,222.00)	\$292,983.00	\$292,983.00
Total In-kind Revenue		\$576,422.93	\$463,205.00	(\$170,222.00)	\$292,983.00	\$292,983.00
Investment Income						
10-4520	Investment Earnings	\$2,365.69	\$0.00	\$30,500.00	\$30,500.00	\$30,546.24
Total Investment Income		\$2,365.69	\$0.00	\$30,500.00	\$30,500.00	\$30,546.24
Miscellaneous Revenue						
10-4310	Match Contributions	\$40,500.00	\$67,500.00	\$5,000.00	\$72,500.00	\$72,500.00
10-4507	Site Visit Registration	\$0.00	\$49,000.00	(\$5,000.00)	\$44,000.00	\$40,526.40
10-4530	Misc. Cash Sales	\$1,468.00	\$0.00	\$250.00	\$250.00	\$120.00
10-4540	Miscellaneous	\$197,632.11	\$80,000.00	\$50,000.00	\$130,000.00	\$128,160.21
Total Miscellaneous Revenue		\$239,600.11	\$196,500.00	\$50,250.00	\$246,750.00	\$241,306.61
Total		\$5,452,232.76	\$5,049,444.00	(\$357,940.00)	\$4,691,504.00	\$4,593,908.65
Total Reveunes		\$5,452,232.76	\$5,049,444.00	(\$357,940.00)	\$4,691,504.00	\$4,593,908.65

Expenses

MAPA Activities

MAPA Personnel Expenses

Salaries

10-5000	Salaries	\$1,067,966.70	\$1,233,200.00	\$139,250.00	\$1,372,450.00	\$1,086,447.04
10-5010	Outside Office Help	\$5,662.40	\$0.00		\$0.00	\$0.00
10-5125	Accrued Salaries & Compensated	\$167,286.50	\$204,045.00		\$204,045.00	\$183,716.28
Total Salaries		\$1,240,915.60	\$1,437,245.00	\$139,250.00	\$1,576,495.00	\$1,270,163.32

Payroll Taxes

10-5100	FICA	\$89,917.40	\$94,340.00	\$26,660.00	\$121,000.00	\$98,113.58
10-5105	Unemployment Taxes	\$891.55	\$875.00		\$875.00	\$803.34
Total Payroll Taxes		\$90,808.95	\$95,215.00	\$26,660.00	\$121,875.00	\$98,916.92

Employee Benefits

10-5110	Health Insurance	\$209,911.53	\$222,300.00	\$2,500.00	\$224,800.00	\$218,304.28
10-5115	Life & Disability Insurance	\$5,774.16	\$6,000.00	\$1,000.00	\$7,000.00	\$6,029.10
10-5120	Retirement Contributions	\$60,622.58	\$67,825.00	\$19,175.00	\$87,000.00	\$62,043.22
Total Employee Benefits		\$276,308.27	\$296,125.00	\$22,675.00	\$318,800.00	\$286,376.61

Total MAPA Personnel Expenses

\$1,608,032.82	\$1,828,585.00	\$188,585.00	\$2,017,170.00	\$1,655,456.84
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MAPA Non-personnel

10-5200	Advertising	\$3,172.38	\$13,000.00		\$13,000.00	\$3,256.89
10-5210	Membership - Reference Material	\$20,947.84	\$20,000.00	\$2,000.00	\$22,000.00	\$19,952.01

Data Processing

10-5310	Data Processing	\$31,608.91	\$23,000.00	\$20,000.00	\$43,000.00	\$38,718.11
10-5311	GIS Software	\$0.00	\$6,000.00	\$3,600.00	\$9,600.00	\$9,600.00
10-5312	Public Relations - Website Softwa	\$0.00	\$6,000.00		\$6,000.00	\$1,284.34
Total Data Processing		\$31,608.91	\$35,000.00	\$23,600.00	\$58,600.00	\$49,602.45

Forums Expense

10-5600	Forums	\$61,855.38	\$0.00	\$2,000.00	\$2,000.00	\$1,732.88
10-5601	Council of Officials Quarterly Mee	\$0.00	\$5,000.00	\$563.00	\$5,563.00	\$3,930.48
10-5602	Council of Officials Annual Meetir	\$0.00	\$17,000.00		\$17,000.00	\$10,095.36
10-5605	Heartland 2050 Summit	\$0.00	\$30,000.00		\$30,000.00	\$26,399.08
10-5606	Heartland 2050 Speaker Series	\$0.00	\$15,000.00		\$15,000.00	\$6,128.04
Total		\$61,855.38	\$67,000.00	\$2,563.00	\$69,563.00	\$48,285.84

10-5650	Miscellaneous Expenses	\$2,953.90	\$2,000.00	\$1,500.00	\$3,500.00	\$2,706.28
10-5730	Bank Charges	\$359.55	\$1,000.00		\$1,000.00	\$495.26
10-5800	Office Rent	\$69,600.00	\$77,250.00	(\$7,650.00)	\$69,600.00	\$69,600.00

Office Expense

10-5220	Printing	\$23,084.87	\$24,300.00		\$24,300.00	\$19,355.19
10-5300	Business Insurance Expense	\$11,278.46	\$17,600.00		\$17,600.00	\$11,365.22
10-5500	Equipment Maintenance	\$6,461.48	\$8,500.00		\$8,500.00	\$2,175.49
10-5700	Postage	\$2,077.10	\$3,500.00		\$3,500.00	\$2,386.54
10-5710	Supplies	\$11,502.13	\$17,000.00	\$5,125.00	\$22,125.00	\$19,256.02
10-5810	Telephone	\$2,451.20	\$3,000.00		\$3,000.00	\$978.07
Total Office Expense		\$56,855.24	\$73,900.00	\$5,125.00	\$79,025.00	\$55,516.53

Professional Fees

10-5320	Professional Services	\$23,098.88	\$29,000.00		\$29,000.00	\$22,677.47
Total Professionals Fees		\$23,098.88	\$29,000.00		\$29,000.00	\$22,677.47

		FY 18 Year End	FY 19 Original Budget	Adjustment	FY 19 Amended Budget	Projection
Travel and Conferences						
10-5900	Travel & Conferences	\$74,210.24	\$35,000.00	\$10,000.00	\$45,000.00	\$43,677.78
10-5901	Staff Certifications	\$0.00	\$2,000.00		\$2,000.00	\$900.00
10-5902	Tuition Reimbursement	\$0.00	\$0.00	\$1,500.00	\$1,500.00	\$1,311.60
10-5907	H2050 Stie Visit Travel	\$0.00	\$87,500.00		\$87,500.00	\$61,162.62
Total Travel and Conferences		\$74,210.24	\$124,500.00	\$11,500.00	\$136,000.00	\$107,052.00
Transfers						
10-8000	Transfers	(\$174,913.57)	(\$51,700.00)		(\$51,700.00)	
15-8000	Transfers	\$182,537.97	\$0.00		\$0.00	
Total Transfers		\$7,624.40	(\$51,700.00)		(\$51,700.00)	
10-5950	Capital Outlays	\$82,339.73	\$80,000.00		\$80,000.00	\$6,420.83
Total MAPA Non-personnel		\$434,626.45	\$470,950.00	\$38,638.00	\$509,588.00	\$385,565.56
Total MAPA Activities		\$2,042,659.27	\$2,299,535.00	\$227,223.00	\$2,526,758.00	\$2,041,022.40
Contracts and Pass-through						
10-5400	Contracts	\$966,708.89	\$350,000.00	\$127,500.00	\$477,500.00	\$477,500.00
10-5410	Aerial Photo Expense	\$0.00	\$296,454.00	\$153,756.00	\$450,210.00	\$450,210.00
10-5420	Pass Through Contracts - Plannin	\$377,186.03	\$865,500.00	(\$422,635.00)	\$442,865.00	\$442,865.00
10-5430	Pass Through Contracts - STP	\$1,199,028.46	\$1,113,813.00	(\$612,625.00)	\$501,188.00	\$501,188.00
10-5440	In-Kind Expense	\$576,422.93	\$124,142.00	\$168,841.00	\$292,983.00	\$292,983.00
Subtotal Contracts and Pass-Through		\$3,119,346.31	\$2,749,909.00	(\$585,163.00)	\$2,164,746.00	\$2,164,746.00
Total Expenses		\$5,162,005.58	\$5,049,444.00	(\$357,940.00)	\$4,691,504.00	\$4,205,768.40
NET SURPLUS/(DEFICIT)		\$290,227.18	\$0.00	\$0.00	\$0.00	\$388,140.25

MAPA FY - 2019 Program Budget Table

Work Activity	FHWA PL			FTA 5305d			RPA-18	CMAQ	FHWA - STBG		FTA	Aerial Photography	Total		Original Budget	Variance	Hours
	NE FY19	IA FY19	IA FY18	NE FY19	NE FY18	IA FY19	IA SPR & 5311	NE	NE-STBG	IA-STBG	5310		Transportation Funding				
MAPA Activities																	
Direct Personnel														1,040,530	950,450	90,080	
Direct Non-personnel														148,170	135,350	12,820	
Indirect														392,659	358,665	33,994	
Contracts - Passthrough														2,164,746	2,562,409	(397,664)	
Total														3,746,105	4,006,874	(260,770)	
200 UPWP and Federal Assurances	23,450	1,350	-	3,990	-	760	2,810	-	-	-	-	-	-	32,360	13,520	18,840	498
210 Board and Committee Support	128,369	10,270	-	28,280	-	4,480	14,130	-	-	-	-	-	-	185,529	192,050	(6,521)	2,854
220 Regional Transportation Planning	83,450	5,390	-	37,310	-	4,290	22,226	-	-	-	40,050	-	-	192,716	170,000	22,716	2,965
230 TIP and Local Projects	90,110	7,490	-	20,070	-	3,510	18,650	-	-	-	2,250	-	-	142,080	136,830	5,250	2,186
240 Communication and Public Involvement	141,760	10,800	-	33,960	-	4,060	2,050	-	-	-	-	-	-	192,630	180,400	12,230	2,964
250 Regional Data, Mapping & Forecasting	199,955	18,918	-	44,100	-	8,151	1,450	-	-	-	-	-	-	272,574	286,055	(13,481)	4,193
260 Environment and Energy	15,630	2,500	-	2,050	-	700	-	70,000	-	-	-	-	-	90,880	79,880	11,000	1,398
270 Heartland 2050 - Transpiration Eligible	142,360	11,150	-	122,480	-	5,140	6,390	-	-	-	5,750	-	-	293,270	212,680	80,590	4,512
280 Training and Education	58,190	5,680	-	8,280	-	2,870	11,150	-	-	-	-	-	-	86,170	81,220	4,950	1,326
290 Management	49,750	6,440	-	10,990	-	2,670	6,300	-	-	-	1,950	-	-	78,100	77,021	1,079	1,202
300 Membership Services	12,200	630	-	1,920	-	300	-	-	-	-	-	-	-	15,050	14,800	250	232
Subtotal MAPA Activities - Federal Share	863,876	80,618	-	259,315	-	36,931	67,202	56,000	-	-	50,000	-	-	1,413,942	1,332,307	81,635	24,329
Subtotal MAPA Activities - State Share								11,000						11,000	11,000	-	
Subtotal MAPA Activities - Local Share	81,348	-	-	54,115	-	-	17,954	3,000						156,417	101,149	55,268	
Subtotal MAPA Activities	945,224	80,618	-	313,430	-	36,931	85,156	70,000	-	-	50,000	-	-	1,581,359	1,444,456	136,903	
Contracts and Subrecipients																	
22001 LRTP Support	-	-	-	-	-	-	-	-	125,000	-	-	-	-	125,000	125,000	-	
23000 Eppley Corridor Connector Study	-	-	-	-	-	-	-	-	-	-	-	-	-	-	187,500	(187,500)	
23006 Bellevue Bridge Study	-	-	-	-	-	-	-	-	112,500	-	-	-	-	112,500	112,500	-	
24001 Survey	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,000	(15,000)	
25001 Aerial Photography	99,800	14,797	-	-	-	9,233	16,801	-	-	-	-	309,579	-	450,210	296,454	153,756	
25003 On-Call Modeling	-	-	-	-	-	-	-	-	35,000	-	-	-	-	35,000	35,000	-	
26001 Little Steps Big Impact Education Campaign	-	-	-	-	-	-	-	200,000	-	-	-	-	-	200,000	200,000	-	
26001 Little Steps Big Active Commuting Outreach	-	-	-	-	-	-	-	155,000	-	-	-	-	-	155,000	155,000	-	
27001 Heartland 2050 Mini Grants - FY19	-	-	-	63,581	-	-	-	-	-	-	-	-	-	63,581	225,000	(161,419)	
27001 Heartland 2050 Mini Grants - Carryover	-	-	-	-	-	-	-	-	154,688	-	-	-	-	154,688	254,688	(100,001)	
27003 Transit ROI Assessment	-	-	-	-	100,000	-	-	-	-	-	-	-	-	100,000	100,000	-	
27006 Heartland 2050 Railvolution Site Visit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	87,500	(87,500)	
28000 National Association of Regional Conference - Hosted by MAPA	5,000	-	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000	-	
31001 5310 Subrecipients	-	-	-	-	-	-	-	-	-	-	346,625	-	-	346,625	346,625	-	
31001 Planning Local Subrecipients	288,571	42,857	-	85,714	-	-	-	-	-	-	-	-	-	417,142	417,142	-	
Subtotal Contracts & Subrecipients - Federal Share	207,000	30,000	-	110,865	80,000	-		284,000	341,750	-	191,500			1,245,115	1,636,750	(391,635)	
Subtotal Contracts & Subrecipients - State Share								44,000						44,000	44,000	-	
Subtotal Contracts & Subrecipients- Local Share	186,371	27,654	-	38,430	20,000	9,233	16,801	27,000	85,438	-	155,125	309,579	-	875,631	881,659	(6,029)	
Subtotal Contracts & Subrecipients	393,371	57,654	-	149,295	100,000	9,233	16,801	355,000	427,188	-	346,625	309,579	-	2,164,746	2,562,409	(397,664)	
Total Federal Share	1,070,876	110,618	-	370,180	80,000	36,931	67,202	340,000	341,750	-	241,500			2,659,057	2,969,057	(310,000)	
Total State Share								55,000						55,000	55,000	-	
Total Local Share	267,719	27,654	-	92,545	20,000	9,233	34,755	30,000	85,438	-	155,125	309,579	-	1,032,048	982,808	49,240	
Total Activities	1,338,595	138,272	-	462,725	100,000	46,164	101,957	425,000	427,188	-	396,625	309,579	-	3,746,105	4,006,865	(260,761)	
Match Funding																	
Local/Subrecipient Cash	81,348	-	-	36,615	20,000	-	17,954	30,000	85,438	-	-	-	-	271,355			
State Funding	-	-	-	-	-	-	-	55,000	-	-	-	-	-	55,000			
Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Heartland 2050 Foundation Cash	-	-	-	17,500	-	-	-	-	-	-	-	-	-	17,500			
Aerial Photography Match	99,800	14,797	-	-	-	9,233	16,801	-	-	-	-	309,579	-	450,210			
In-kind Match	86,571	12,857	-	38,430	-	-	-	-	-	-	155,125	-	-	292,983			
Total Match	267,719	27,654	-	92,545	20,000	9,233	34,755	85,000	85,438	-	155,125	309,579	-	1,087,048	1,037,808	49,240	
Match %	20.00%	20.00%	0.00%	20.00%	20.00%	20.00%	34.09%	20.00%	20.00%		39.11%	100.00%		29.02%			

MAPA CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

Contract Parties: MAPA and Pottawattamie County Iowa

Project Number and Title: 19POTT02 – Pottawattamie County CITIES Administration
Cities of: Macedonia and Treynor

Effective Date: April 15, 2019

Completion Date: May 1, 2020

CONTRACT PARTIES

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

Pottawattamie County
227 South 6th
Council Bluffs, IA 51051

ACCOUNTING DATA

Contract - For an amount not to exceed \$5,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

Date of Legal Review:

Date of MAPA Finance Committee Approval:

Date of County Approval:

AGREEMENT

THIS CONTRACT, effective this fifteenth day of April, 2019 by and between Pottawattamie County, 227 South 6th, Council Bluffs, Iowa 51501 (herein called the "County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH THAT:

WHEREAS, the County desires to engage the Planning Agency to render certain technical and professional services hereafter described by Pottawattamie County in carrying out the Scope of Service of a Community Improvement to Increase Economic Stability (CITIES) Program.

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

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

2. Area Covered. The Planning Agency shall perform all of the necessary services provided under this Contract in connection with and respecting the following area, herein called the "planning area": Pottawattamie County, Iowa including projects for the cities of Macedonia and Treynor.

3. Scope of Services. The Planning Agency 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 program is to assist the County with grant administration activities to carry out a Community Improvement to Increase Economic Stability (CITIES) Program.

B. Work Activity. The Planning Agency will complete the following activities for Pottawattamie County in the administration of the CITIES program. Responsibilities of the program administrator will be as follows and Attachment A:

1. Publish and distribute meeting notices and minutes for the CITIES Organizational Committee.
2. Publish and distribute notices and applications to participants prior to and during funding cycles.
3. Provide official correspondence to communities regarding status of applications.
4. Prepare any applications for funding to re-capitalize the program.
5. Assist funding recipients with project reporting and drawdown requests as needed.
6. Maintain records of applications received, projects funded, and all necessary project reports for funded projects.
7. Provide technical assistance to CITIES Organizational Committee as needed.
8. Provide information to the Auditor's Office for necessary disbursement of funds.
9. Other duties as assigned by CITIES Organizational Committee or Auditor's Office.

C. Anticipated Results. The Planning Agency will provide the County with a report describing work activities undertaken and completed to accomplish all of the above.

D. Coordination and Progress Report. The Planning Agency will provide the County with monthly progress and financial reports in addition to a final report at the completion of its work.

- E. Final Report. The Planning Agency shall prepare a written narrative documenting work activities and accomplishments under the terms of this Contract.
- F. Delivery Schedule. A final report shall be delivered by the Planning Agency within thirty (30) days after the completion of all work covered under this Contract.

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

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

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

5. Time of Performance. The services of the Planning Agency are to commence April 15, 2019 and end May 1, 2020.

6. Compensation. The County agrees to compensate the Planning Agency according to the following schedule:

- A. Senior - hourly rate \$91 per hour multiplied by number of hours;
- B. Principal - hourly rate of \$80 per hour multiplied by number of hours;
- C. Professional - hourly rate of \$56 per hour multiplied by number of hours;
- D. Support staff - hourly rate of \$38 per hour multiplied by number of hours;
- E. Mileage – IRS standard mileage rate for businesses.
- F. Printing expenses, long distance telephone toll charges, supplies, postage, and miscellaneous expenses - actual cost.

The total charge to the County for salaries and expenses shall not exceed \$5,000 (five thousand dollars).

7. Method of Payment. The Planning Agency may request partial payment for services performed under this Contract on a quarterly schedule. Such requests shall be based on the percentage of work completed to date of such requests, as determined by the Planning Agency. Final payment of services under this contract shall be made by the County within sixty (60) days following satisfactory completion of the Planning Agency's obligations under this Contract.

8. Records and Audits. The Planning Agency 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 County 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 County, any representative of the Secretary of DHUD, the Inspector General, the Government Accounting Office, the State Auditor's Office, the Iowa Department of Economic Development, or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted, in writing, by the County.

9. Civil Rights Provisions.

- A. Discrimination in Employment - The Planning Agency shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Planning Agency shall take affirmative action to ensure that applicants are employed

and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Planning Agency agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.

- B. Considerations for Employment - The Planning Agency shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

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

- C. Civil Rights Compliance in Employment - The Planning Agency shall comply with all relevant provisions of the Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 USC Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, and the Vietnam Veterans Readjustment Act of 1974. The Planning Agency will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.
- D. Program Nondiscrimination - The Planning Agency shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et. seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Vocational Rehabilitation Act of 1973, (29 USC Section 794) shall also apply to any such program or activity.
- E. Fair Housing - The Planning Agency (if applicable) shall comply with Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Planning Agency shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- F. Training and Employment - The Planning Agency shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).
- G. Noncompliance with the Civil Rights Laws - In the event of The Planning Agency's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided.

10. Termination of Contract for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon provide the

Planning Agency an opportunity to cure. Should the Planning Agency not cure within a reasonable time, the County shall have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, the Planning Agency shall be compensated for work performed and expenses incurred to date in accordance with the schedule set forth in paragraph 6.

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

12. Prohibited Interest.

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- B. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

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

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

15. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the County shall have the right to annul this Contract without liability.

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

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

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

POTTAWATTAMIE COUNTY, IOWA

Attest _____

By _____ Date: _____
Chairman, Board of Supervisors

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest _____

By _____ Date: _____
Chairman, Board of Directors

Approved as to Legal Form

Date: _____

Signed _____
MAPA Legal Counsel

ATTACHMENT A

SCOPE OF SERVICES - 19POTT02

The Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) will provide assistance to Pottawattamie County with grant administration to carry out the 2019 Community Improvements To Increase Economic Stability (CITIES) Program including projects in the cities Macedonia and Treynor. MAPA will complete the following activities for the County:

Activities

1. Publish and distribute meeting notices and minutes for the CITIES Organizational Committee.
2. Publish and distribute notices and applications to participants prior to and during Iowa West Foundation (IWF) funding cycles.
3. Provide official correspondence to communities regarding status of applicants.
4. Prepare any applications for funding to re-capitalize the program.
5. Assist funding recipients with project reporting and drawdown requests as needed.
6. Maintain records of applications received, projects funded, and all necessary project reports for funded projects.
7. Provide technical assistance to CITIES Organizational Committee as needed.
8. Provide information to the Auditor's Office for disbursement of funds.
9. Provide updates to IWF and Board of Supervisors.
10. Other duties as assigned by CITIES Organizational Committee or Auditor's Office.

Deliverables

A financial report on each drawdown request.

Completion of the two (2) projects funded under the 2019 CITIES Program.

A final written summary and financial report describing work activities undertaken and completed.

Completion of the IWF Impact Report due on May 31, 2020, or as amended.

Compensation

The total charge for salaries and expenses shall not exceed \$5,000.

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 2050310001
2. Project Number: 310 Douglas County GIS Activities – FY 20
3. Effective Date: July 1, 2019
4. Completion Date: June 30, 2020

CONTRACT PARTIES

5. Contractor Name and Address:

Douglas County
GIS Coordinator
1819 Farnam Street
Omaha NE 68183

6. The Planning Agency:

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

ACCOUNTING DATA

7. Contract – not to exceed \$55,000 FHWA PL Funds, plus minimum \$ 23,571 in local matching funds.

Allotted - \$55,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$2,750 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2019 by and between Douglas County, Nebraska on behalf of the Douglas County Geographic Information Systems Department ("GIS"), 1819 Farnam Street, Omaha, NE 68183 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2020 Unified Work Program (hereinafter referred to as the "FY 2020 Program").

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

1. EMPLOYMENT OF THE COUNTY

The County through its GIS Coordinator agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2020 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Nebraska Department of Transportation ("NDOT") Agreement Project No. PLM-1(57) attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

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

3. SCOPE OF SERVICES

- A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2020 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

310 Douglas County GIS Activities

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

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

1. Activities completed in the quarter.
 2. Percentage completion.
 3. Number of hours completed by employee by activity for the quarter.
 4. Activities to be completed next quarter.
 5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2020 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
- D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 310 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

4. PERSONNEL

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

5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2020 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2019, and ending June 30, 2020.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOT under Agreement Project No. PLM-1(57), MAPA agrees to pay for the services rendered by the County under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event fifty-five thousand dollars (\$55,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of twenty-three thousand five hundred seventy-one dollars (\$23,571). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

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

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

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

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

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

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

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

7. ADMINISTRATIVE FEE

The County agrees to pay MAPA an administrative fee of two thousand seven hundred fifty dollars (\$2,750). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.
- C. The County shall establish and maintain separate accounts for expenditures under this Agreement.
- D. If necessary, the Federal award information needed for SEFA includes:

Federal Grantor: US Department of Transportation - Federal Highway Administration

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

Program Title: Highway Planning and Construction

CFDA Number: 20.205

Project Number: 2050310001

- E. The County shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FHWA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FHWA-MAPA audit is completed, resolved and closed.
- F. The County shall at all times afford a representative of MAPA, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the County under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the County shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The County may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of GIS certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from NDOT under Agreement Project No. PLM-1(57), MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.
- B. All invoices shall be taken from the books of account kept by the County and the County shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all the County personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the County, whose time is directly assignable to this FY 2020 Program, shall keep and sign a time record showing the work element and work activity of the FY 2020 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by NDOT, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and specifying the effective date of such termination. In that event, all finished

or unfinished documents, data, studies, surveys, drawings and reports prepared by the County shall be made available to MAPA, and the County shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.

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

11. CHANGES

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

12. ASSIGNABILITY

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

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. CONFLICT OF INTEREST LAWS

- A. The County shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the conflict of Interest provisions (including applicable

State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State of Nebraska and Federal funding. The County should review, understand and follow the instruction provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES 7 AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State of Nebraska's website: <http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

- B. The County must also complete, sign and submit to MAPA, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on the State of Nebraska's website, <http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>

15. IDENTIFICATION OF DOCUMENTS

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

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

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

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

16. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of NDOT and FHWA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FHWA. However, if 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 County relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish

independently, in which event the nonoccurrence of the other party shall be set forth, if requested.

- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

17. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101-48-1126, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "County".

18. DISABILITIES ACT

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

19. RESIDENCY VERIFICATION

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

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. The County shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. The County and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, the County shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

21. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the County, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations:

The County shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination:

The County with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the County of the County's obligations under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

The County shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the MPO, State of Nebraska or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State of Nebraska or FHWA as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance:

In the event of the County's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to the County under this Agreement until the County complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

The County shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The County shall take such action with respect to any subcontract or procurement as the MPO or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the County may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, the County may request the United States to enter into such litigation to protect the interests of the United States.

22. APPLICABLE LAW AND VENUE

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

23. 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.

24. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite from making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

26. 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.

27. UNAVAILABILITY OF FUNDING

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

28. 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.

29. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) – (If applicable)

The County or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to

which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

30. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

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

31. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) – (If applicable)

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

32. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT – (If applicable)

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.

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

The County and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

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

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

Attest: _____

by _____ DATE: _____
Chairman, Board of Directors

DOUGLAS COUNTY, NEBRASKA

Attest: _____

by _____ DATE: _____
Chair, Board of Commissioners

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

DATE _____, 20____

DATE _____, 20____

Signed _____
MAPA Legal Counsel

Signed _____
Deputy Douglas County Attorney



Douglas County GIS
Omaha-Douglas Civic Center
1819 Farnam Street, Suite 402
Omaha, Nebraska 68183-0601
(402) 444-3982

MAPA PL Budget FY-2020

Jurisdiction - Douglas County GIS

Project Name - GIS Data Development and Maintenance

Project Description and Eligibility - This project will focus on the ongoing development and maintenance of various GIS datasets to support regional transportation planning, analysis, and reporting efforts by MAPA, the City of Omaha, and Douglas County. DCGIS currently administers a large urban enterprise GIS data warehouse that includes many individual data layers specifically related to transportation networks. The work in this project will include data design, data construction, data collection, editing, quality control, database administration, publishing, and distribution. All GIS transportation datasets will be available for use by MAPA, the City of Omaha, and Douglas County staff for use in transportation-related activities, including sharing some information through publicly-available GIS maps and apps.

Deliverables - Various GIS datasets will be made available through the MAPA regional GIS data portal as web services or directly from the local Omaha/Douglas County portal and/or enterprise geodatabases.

Project Budget - \$48,589 in Federal Funds (summary below and details in attached budget worksheet)

Item	Total	Federal (70%)	Local (30%)
Salary & Wages	\$32,773	\$22,941	\$9,832
Fringe Benefits	\$20,028	\$14,020	\$6,008
Indirect Costs	\$16,611	\$11,628	\$4,983
Total	\$69,412	\$48,589	\$20,823



Douglas County GIS
Omaha-Douglas Civic Center
1819 Farnam Street, Suite 402
Omaha, Nebraska 68183-0601
(402) 444-3982

MAPA PL Budget FY-2020

Jurisdiction - Douglas County GIS

Project Name - Regional GIS Data Portal

Project Description and Eligibility - This project will focus on creating a MAPA region-wide GIS data portal. The primary goal of this project will be to leverage existing GIS applications, web services, and datasets available throughout the metro area and bring them together via a coordinated GIS data portal to support transportation planning and reporting work being conducted by MAPA and its partners.

Deliverables - A new, web-based MAPA Open GIS Data Portal will be published and made accessible to MAPA, its partners, and the public. This portal will include the ability to download GIS datasets and maps, and access various transportation-related GIS applications and dashboards.

Project Budget - \$2,137 in Federal Funds (summary below and details in attached budget worksheet)

Item	Total	Federal (70%)	Local (30%)
Salary & Wages	\$1,432	\$1,002	\$430
Fringe Benefits	\$890	\$623	\$267
Indirect Costs	\$731	\$512	\$219
Total	\$3,053	\$2,137	\$916



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MAPA PL Budget FY-2020

Jurisdiction - Douglas County GIS

Project Name – Natural Resources Inventory

Project Description and Eligibility - This project will focus on creating a MAPA region-wide GIS Natural Resources Inventory (NRI). Goals of this project will include compiling an inventory of GIS datasets, building various GIS web applications, creating maps and reports, and identifying and developing field tools that can be used to support regional natural resources planning and analysis efforts. The project work will include meeting with various agencies and people involved in regional planning efforts to understand their work processes and how the NRI can be setup to support these activities across the MAPA region.

Deliverables - A new, web-based MAPA NRI Portal will be published and made accessible to MAPA and the broader planning community. This portal will include the ability to download GIS datasets and maps, and access various natural resource GIS applications and field tools.

Project Budget - \$2,137 in Federal Funds (summary below and details in attached budget worksheet)

Item	Total	Federal (70%)	Local (30%)
Salary & Wages	\$1,432	\$1,002	\$430
Fringe Benefits	\$890	\$623	\$267
Indirect Costs	\$731	\$512	\$219
Total	\$3,053	\$2,137	\$916



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(402) 444-3982

May 21, 2019

MAPA PL Budget FY-2020

Jurisdiction - Douglas County GIS

Project Name – Omaha Vision Zero

Project Description and Eligibility - This project will focus on GIS data development, analysis, and visualization in support of the Omaha Mayor's Vision Zero Task force. Various outputs will be produced that will directly impact the regional transportation planning process.

Deliverables – A series of GIS outputs may be produced, including new GIS datasets, maps, online story maps, operations dashboards, web applications, reports, and spatial analysis results.

Project Budget - \$2,137 in Federal Funds (summary below and details in attached budget worksheet)

Item	Total	Federal (70%)	Local (30%)
Salary & Wages	\$1,432	\$1,002	\$430
Fringe Benefits	\$890	\$623	\$267
Indirect Costs	\$731	\$512	\$219
Total	\$3,053	\$2,137	\$916

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 2050310005
2. Project: 310 Metro Transit Planning – FY 20
3. Effective Date: July 1, 2019
4. Completion Date: June 30, 2020

CONTRACT PARTIES

5. Contractor Name and Address:

The Transit Authority, City of Omaha
(Doing Business As Metro)
2222 Cuming Street
Omaha, NE 68102

6. The Planning Agency:

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

ACCOUNTING DATA

7. Contract – not to exceed \$60,000 FTA PL Funds, plus minimum \$25,714 in local matching funds.

Allotted - \$60,000 FTA PL Funds, CFDA Number 20.505
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$3,000 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2019 by and between Transit Authority, City of Omaha, 2222 Cuming Street, Omaha, NE 68102 (hereinafter referred to as "Metro") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2020 Unified Work Program (hereinafter referred to as the "FY 2020 Program").

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

1. EMPLOYMENT OF METRO

Metro agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2020 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Nebraska Department of Transportation ("NDOT") Agreement C990(020) attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Omaha, Nebraska and surrounding area with transit service.

3. SCOPE OF SERVICES

- A. Metro shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2020 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

Metro Transit Planning Activities (31003)

Metro Transit will conduct various planning activities to support the regional transit system. Activities will include refining service changes implemented in June 2016 based on the Heartland Connections Regional Transit Vision recommendations, coordinating transit with Heartland 2050, managing the Transit Development Plan, and analyzing the recent on-board survey to implement changes.

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

1. Activities completed in the quarter.
2. Percentage completion.
3. Number of hours completed by employee by activity for the quarter.
4. Activities to be completed next quarter.

5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2020 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and Metro.
- D. Metro will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. Metro will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary and will submit written quarterly progress reports. These progress reports will provide, for work element 310 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

4. PERSONNEL

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

5. TIME OF PERFORMANCE

Metro agrees to perform the services of this Agreement as outlined in the FY 2020 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2019 and ending June 30, 2020.

6. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) PL funds from NDOT under Agreement C990(020), MAPA agrees to pay for the services rendered by Metro under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event sixty thousand dollars (\$60,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. Metro agrees to contribute in cash or in services a minimum requirement of twenty-five thousand seven hundred

fourteen dollars (\$25,714). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

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

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

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

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

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

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

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

7. ADMINISTRATIVE FEE

Metro agrees to pay MAPA an administrative fee of three thousand dollars (\$3,000). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. Metro shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.
- C. Metro shall establish and maintain separate accounts for expenditures under this Agreement.
- D. If necessary, the Federal award information needed for SEFA includes:

Federal Grantor: US Department of Transportation - Federal Transit Administration

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

Program Title: Metropolitan Transportation Planning

CFDA Number: 20.505

Project Number: 2050310005

- E. Metro shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FTA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FTA-MAPA audit is completed, resolved and closed.
- F. Metro shall at all times afford a representative of MAPA, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to Metro under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, Metro shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. Metro may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and Metro shares, shall indicate work program percentage completion, and shall contain a statement of Metro's estimate of the percentage of work completed and be signed by a responsible representative of Metro certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of Metro's invoices and following receipt of funds

from NDOT under Agreement Project No. C990-(020), MAPA shall make payment thereon to Metro. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.

- B. All invoices shall be taken from the books of account kept by Metro and Metro shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. Metro shall use actual labor rates for billing purposes.
- C. Metro shall have available a listing of all Metro personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of Metro, whose time is directly assignable to this FY 2020 Program, shall keep and sign a time record showing the work element and work activity of the FY 2020 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FTA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to Metro under this Agreement is not eligible for funding by the FTA, then Metro shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

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

11. CHANGES

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

and Metro, and subject to the approval of the NDOT, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

12. ASSIGNABILITY

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

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. CONFLICT OF INTEREST LAWS

A. Metro shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State of Nebraska and Federal funding. Metro should review, understand and follow the instruction provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES 7 AGENTS FOR LOCAL FEDERAL-AID TRANSPORATATION PROJECTS** located on the State of Nebraska's website:

<http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

B. Metro must also complete, sign and submit to MAPA, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORATION PROJECTS**. This form is located on the State of Nebraska's website,

<http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>

15. IDENTIFICATION OF DOCUMENTS

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

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

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

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

16. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of NDOT and FTA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FTA. However, if NDOT or FTA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of NDOT or the Federal Highway Administration."
- D. In the event of failure of agreement between NDOT and Metro relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based

on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

17. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101-48-1126, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "Metro".

18. DISABILITIES ACT

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

19. RESIDENCY VERIFICATION

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

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. Metro shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. Metro and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, Metro shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FTA assisted contracts.

21. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, Metro, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations:

Metro shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination:

Metro with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Metro shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by Metro for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by Metro of Metro's obligations under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

Metro shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO, State of Nebraska or FTA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Metro shall so certify to the State of Nebraska or FTA as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance:

In the event of Metro's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FTA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to Metro under this Agreement until Metro complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

Metro shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. Metro shall take such action with respect to any subcontract or procurement as the MPO or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, Metro may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, Metro may request the United States to enter into such litigation to protect the interests of the United States.

22. APPLICABLE LAW AND VENUE

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

23. 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.

24. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite from making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

26. 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.

27. 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.

28. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) – (If applicable)

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

29. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

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

30. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) – (If applicable)

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

31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT – (If applicable)

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.

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

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

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

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

Attest: _____

by _____ DATE: _____
Chair, Board of Directors

TRANSIT AUTHORITY, CITY OF OMAHA

Attest: _____

by _____ DATE: _____

Printed Name _____

Title _____

APPROVED AS TO LEGAL FORM

DATE _____, 20____

Signed _____
MAPA Legal Counsel



MAPA Unified Work Program

Description of Projects

FY-2020

TRANSIT/HUMAN SERVICE TRANSPORTATION (440)

440.02 Short-Range and Service Planning

In FY2020, staff will implement early phases of the recently completed Transit Development Plan, which identified short-range service adjustments that build toward future phases of broader transit expansion in the region.

440.03 Long Range Transit Planning

Metro will coordinate with implementation efforts of the Heartland 2050 plan to monitor the region's progress towards the vision goals. Additionally, Metro staff will coordinate with the Omaha Chamber of Commerce and other partners on a unified transportation plan for the region.

440.04 ORBT Implementation Planning

The Omaha Rapid Bus Transit (ORBT) system will be constructed during FY2020, and various planning tasks will occur in preparation for the launch of new service in the spring of 2020. Planning staff will refine the operations plan for Metro's first rapid transit line, and will program modifications to other bus routes that intersect and/or overlap with portions of the corridor.

440.06 Transit Oriented Development Coordination

Planning staff will coordinate with regional partners to establish transit-supportive development policies near transit priority corridors. The primary effort will be the City of Omaha's Transit Oriented Development zoning overlay for properties within ½ mile of ORBT stations on the Dodge Street corridor.

440.08 Transit Service Standards

Ridership, service interruption, on time performance, and other reporting will be conducted during FY2020. Report information will be used to monitor existing service and aid in identifying potential areas for future transit improvement. All required information from such reports will be submitted to the National Transit Database (NTD) on a monthly basis.

440.16 Program Certification

During FY2020, Metro will conduct weekly random sampling for reporting to the National Transit Database (NTD) on an annual basis. Additionally, data will be compiled to monitor vehicle assignment, on-time performance, and vehicle load in conformance with Metro's Title VI plan, to ensure equitable distribution and operation of service and equipment to low income and minority populations. Metro staff will also complete a benchmarking plan with the Federal Transit Administration during FY2020 to certify the use of Automatic Passenger Counters (APCs) throughout the bus fleet, which will replace the NTD random sampling process starting with the 2020 calendar year.

METRO MAPA CONTRACT 1950310005 2019 - 2020		
MAPA PROJECTS	Project YTD Total Hours	Project YTD Total Dollars
440.02 - Short-Range and Service Planning		
Salaries		\$23,928
Benefits		\$7,376
TOTAL FOR 440.02	842.00	\$31,304
440.03 - Long-Range Transit Planning		
Salaries		\$6,552
Benefits		\$2,020
TOTAL FOR 440.03	235.50	\$8,572
440.04 - ORBT Implementation Planing		
Salaries		\$21,652
Benefits		\$6,672
TOTAL FOR 440.04	742.00	\$28,324
440.006 - Transit Oriented Development Coordination		
Salaries		\$4,272
Benefits		\$1,320
TOTAL FOR 440.06	135.50	\$5,592
440.08 - Transit Service Standards		
Salaries		\$3,416
Benefits		\$1,054
TOTAL FOR 440.08	150.00	\$4,470
440.16 - Program Certification		
Salaries		\$5,696
Benefits		\$1,756
TOTAL FOR 440.16	250.00	\$7,452
Total Labor	2,355.00	\$85,714
Total		
Total Salaries		\$65,516
Total Benefits		\$18,878
MAPA PORTION - 70%		\$60,000
LOCAL MATCH - 30%		\$25,714
		\$85,714

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 2050310003
2. Project: 310 Omaha Planning – FY 20
3. Effective Date: July 1, 2019
4. Completion Date: June 30, 2020

CONTRACT PARTIES

5. Contractor Name and Address:

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

6. The Planning Agency:

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

ACCOUNTING DATA

7. Contract – not to exceed \$30,000 FHWA PL Funds, plus minimum \$12,857 in local matching funds.

Allotted - \$30,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$1,500 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2019 by and between City of Omaha, Nebraska on behalf of the City of Omaha Planning Department, 1819 Farnam Street, Omaha, NE 68183 (hereinafter referred to as "the City") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2020 Unified Work Program (hereinafter referred to as the "FY 2020 Program").

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

1. EMPLOYMENT OF THE CITY

The City agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2020 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Nebraska Department of Transportation ("NDOT") Agreement Project No. PLM-1(57) attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

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

3. SCOPE OF SERVICES

- A. The City shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2020 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

31003 Omaha Planning Activities

The City of Omaha Planning Department will develop and refine the transportation planning process. Work activities will include, but are not limited to, the Midtown / Downtown BRT and Urban Circulator project, North Downtown pedestrian bridge, facilitation and development of parking management systems, development review for transportation planning, and Complete Streets Omaha. Other activities include coordination with MAPA and regional planning activities, as well as travel to national and regional events / conferences for technical and policy training such as: FTA and FHWA sponsored workshops, Nebraska Chapter of the American Planning Association annual conference, American Planning Association National Conference, Rail-Volution Transit Conference, Congress for New Urbanism, Designing Cities Conference Sponsored by the National Association of City Transportation Officials and other similar conferences. Funding will support staff time, travel, supplies and consultant expenses for the aforementioned activities.

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

1. Activities completed in the quarter.
 2. Percentage completion.
 3. Number of hours completed by employee by activity for the quarter.
 4. Activities to be completed next quarter.
 5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2020 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the City.
- D. The City will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The City will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary and will submit written quarterly progress reports. These progress reports will provide, for work element 310 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

4. PERSONNEL

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

5. TIME OF PERFORMANCE

The City agrees to perform the services of this Agreement as outlined in the FY 2020 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2019 and ending June 30, 2020.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOT under Agreement Project No. PLM-1(57), MAPA agrees to pay for the services rendered by the City under

the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event thirty thousand dollars (\$30,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The City agrees to contribute in cash or in services a minimum requirement of twelve thousand eight hundred fifty-seven dollars (\$12,857). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

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

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

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

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

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

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

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

7. ADMINISTRATIVE FEE

The City agrees to pay MAPA an administrative fee of one thousand five hundred dollars (\$1,500). MAPA in exchange shall monitor compliance with grant requirements, review and

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

8. ACCOUNTING RECORDS

- A. The City shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.

C. The City shall establish and maintain separate accounts for expenditures under this Agreement.

D. If necessary, the Federal award information needed for SEFA includes:

Federal Grantor: US Department of Transportation - Federal Highway Administration

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

Program Title: Highway Planning and Construction

CFDA Number: 20.205

Project Number: 2050310003

- E. The City shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FHWA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FHWA-MAPA audit is completed, resolved and closed.
- F. The City shall at all times afford a representative of MAPA, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the City under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the City shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The City may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the City shares, shall indicate work program percentage completion, and shall contain a statement of the City's estimate of the percentage of work completed and be signed by a responsible representative of

the City certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the City's invoices, and following receipt of funds from NDOT under Agreement Project No. PLM-1(57), MAPA shall make payment thereon to the City. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.

- B. All invoices shall be taken from the books of account kept by the City and the City shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The City shall use actual labor rates for billing purposes.
- C. The City shall have available a listing of all the City personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the City, whose time is directly assignable to this FY 2020 Program, shall keep and sign a time record showing the work element and work activity of the FY 2020 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the City under this Agreement is not eligible for funding by the FHWA, then the City shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

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

11. CHANGES

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

12. ASSIGNABILITY

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

13. CLAIMS

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

14. CONFLICT OF INTEREST LAWS

A. The City shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State of Nebraska and Federal funding. The City should review, understand and follow the instruction provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES 7 AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State of Nebraska's website:

<http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

- B. The City must also complete, sign and submit to MAPA, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on the State of Nebraska's website, <http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>

15. IDENTIFICATION OF DOCUMENTS

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

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

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

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

16. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of NDOT and FHWA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FHWA. However, if 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 City relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.

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

17. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101-48-1126, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to “Contractor” in this section also means “City”.

18. DISABILITIES ACT

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

19. RESIDENCY VERIFICATION

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

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. The City shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. The City and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR

Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

21. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the City, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations:

The City shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination:

The City with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the City of the City's obligations under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

The City shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO, State of Nebraska or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the State of Nebraska or FHWA as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance:

In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to the City under this Agreement until the City complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

The City shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The City shall take such action with respect to any subcontract or procurement as the MPO or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the City may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, the City may request the United States to enter into such litigation to protect the interests of the United States.

22. APPLICABLE LAW AND VENUE

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

23. 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.

24. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite from making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

26. 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.

27. 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.

28. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) – (If applicable)

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

29. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

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

30. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) – (If applicable)

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

31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGEEMENT – (If applicable)

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.

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

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

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

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

Attest: _____

by _____ DATE: _____
Chair, Board of Directors

CITY OF OMAHA, NEBRASKA

Attest: _____

by _____ DATE: _____

Printed Name _____

Title _____

APPROVED AS TO LEGAL FORM

DATE _____, 20____

Signed _____
MAPA Legal Counsel

MAPA Unified Work Program

Omaha City Planning

Fiscal year: 2020

Project #1

Project Name:

Training and Travel

Project Description:

In house and on location training or conferences, which would further regional planning goals.

Examples would include, but not be limited to:

- FTA and FHWA sponsored workshops offered regionally and nationally,
- Nebraska Chapter of the American Planning Association annual conference,
- American Planning Association National Conference,
- Rail-Volution Transit Conference,
- Congress for New Urbanism,
- Designing Cities Conference Sponsored by the National Association of City Transportation Officials,
- Similar planning and transportation related groups.

Deliverables:

Training and travel opportunities for urban planning staff and department leadership. A summary will be provided to MAPA at the conclusion of the training.

MAPA Unified Work Program

Omaha City Planning

Fiscal year: 2020

Project #2

Project Name:

Bicycle and Pedestrian Counter Program

Project Description:

The City of Omaha is committed to promoting active modes of transportation to support public health, environmental sustainability, and the efficient use of city resources. To that end, we are working to expand our bicycle and pedestrian facilities to provide safe and comfortable places for people to ride bicycles and walk. Research has shown that the provision of high quality bicycle and pedestrian facilities directly leads to an increase in the number of people biking and walking.

In an effort to quantify and track the effectiveness of public investment in infrastructure supporting non-motorized transportation, the City of Omaha recently expanded our automated bicycle and pedestrian counting program. This allows us to better understand the travel patterns of people using the existing network of facilities and gather “before-and-after” data when new facilities are installed.

Deliverables:

Continued maintenance of our bicycle and pedestrian counting system. A summary of the maintenance will be provided to MAPA when completed.

MAPA Unified Work Program

Omaha City Planning

Fiscal year: 2020

Project #3

Project Name:

Regionally Significant Planning Projects

Project Description:

Develop and refine planning process; including project reviews, collect and maintain data to analyze transportation, housing and land use trends; to develop project plans and proposals; assist in the development of Transportation Improvement Program (TIP); assist in setting the Capital Improvement Plan (CIP); assist in programming, funding and delivery of transportation improvement projects; develop and maintain multimodal performance measures to track progress toward regional goals.

Specific projects include but are not limited to:

- Implementation of the Dodge Street BRT
- Implementation of the Streetcar Project
- North Downtown Pedestrian Bridge Final Design
- Corridor studies
- Facilitation and development of parking management systems (Parking benefit districts, meters district, etc)
- Development Review
- Transit Oriented Development (TOD) policy implementation
- Improvement to CIP product and processes
- Expanding the planning department's building and development summary
- Intern program to assist in the development of the above.
- Master Plan updates and implementation
- Existing land use development
- Continued involvement in the Smart Cities Lab
- Involvement with the Unified Transportation Plan

Deliverables:

Each individual task will yield a different deliverable: completed plans, design documents, project review documentation, etc. Final documents and data will be provided to MAPA when completed.

Non personnel expenses:

Services – Design and consulting work as may be needed by non-City employed professionals on projects either specifically within the MAPA work program, or more generally related to transportation/land use efforts in Omaha. Examples would include, but not be limited to: traffic studies, redesign of street segments to add transit or bike/ped improvements, TOD design or overlay, etc.

Office supplies related to project #3.

Budget:

Item	Total	Federal (70%)	Local (30%)
<hr/>			
<i>Non Personnel</i>			
Training,			
Travel,	\$4,500.00	\$3,150.00	\$1,350.00
Services			
<i>Staff time (hrs)</i>	350		
Salary & wages	\$33,500.00	\$23,450.00	\$10,050.00
Fringe benefits			
<i>Indirect cost rate (14.58%)*</i>	\$4,857	\$3,400.00	\$1,457.00
<hr/>			
Total	\$42,857.00	\$30,000.00	\$12,857.00

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 2050310004
2. Project: 310 Omaha Public Works – FY 20
3. Effective Date: July 1, 2019
4. Completion Date: June 30, 2020

CONTRACT PARTIES

5. Contractor Name and Address:

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

6. The Planning Agency:

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

ACCOUNTING DATA

7. Contract – not to exceed \$60,000 FHWA PL Funds, plus minimum \$25,714 in local matching funds.

Allotted - \$60,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$3,000 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2019 by and between City of Omaha, Nebraska on behalf of the City of Omaha Public Works Department, 1819 Farnam Street, Omaha, NE 68183 (hereinafter referred to as "the City") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2020 Unified Work Program (hereinafter referred to as the "FY 2020 Program").

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

1. EMPLOYMENT OF THE CITY

The City agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2020 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Nebraska Department of Transportation ("NDOT") Agreement Project No. PLM-1(57) attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

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

3. SCOPE OF SERVICES

A. The City shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2020 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

31003 Omaha Public Works Traffic Counting

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

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

1. Activities completed in the quarter.
2. Percentage completion.
3. Number of hours completed by employee by activity for the quarter.

- 4. Activities to be completed next quarter.
- 5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2020 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the City.
- D. The City will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The City will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary and will submit written quarterly progress reports. These progress reports will provide, for work element 310 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

4. PERSONNEL

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

5. TIME OF PERFORMANCE

The City agrees to perform the services of this Agreement as outlined in the FY 2020 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2019 and ending June 30, 2020.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOT under Agreement Project No. PLM-1(57), MAPA agrees to pay for the services rendered by the City under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event sixty thousand dollars (\$60,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The

City agrees to contribute in cash or in services a minimum requirement of twenty-five thousand seven hundred fourteen dollars (\$25,714). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

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

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

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

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

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

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

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

7. ADMINISTRATIVE FEE

The City agrees to pay MAPA an administrative fee of three thousand dollars (\$3,000). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. The City shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.
- C. The City shall establish and maintain separate accounts for expenditures under this Agreement.
- D. If necessary, the Federal award information needed for SEFA includes:

Federal Grantor: US Department of Transportation - Federal Highway Administration

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

Program Title: Highway Planning and Construction

CFDA Number: 20.205

Project Number: 2050310004

- E. The City shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FHWA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FHWA-MAPA audit is completed, resolved and closed.
- F. The City shall at all times afford a representative of MAPA, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the City under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the City shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The City may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the City shares, shall indicate work program percentage completion, and shall contain a statement of the City's estimate of the percentage of work completed and be signed by a responsible representative of the City certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOT that all requirements hereunder have been completed, which determination shall not be

unreasonably withheld. Promptly after receipt of the City's invoices, and following receipt of funds from NDOT under Agreement Project No. PLM-1(57), MAPA shall make payment thereon to the City. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.

- B. All invoices shall be taken from the books of account kept by the City and the City shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The City shall use actual labor rates for billing purposes.
- C. The City shall have available a listing of all the City personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the City, whose time is directly assignable to this FY 2020 Program, shall keep and sign a time record showing the work element and work activity of the FY 2020 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the City under this Agreement is not eligible for funding by the FHWA, then the City shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

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

11. CHANGES

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

and between MAPA and the City, and subject to the approval of the NDOT, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

12. ASSIGNABILITY

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

13. CLAIMS

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

14. CONFLICT OF INTEREST LAWS

A. The City shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State of Nebraska and Federal funding. The City should review, understand and follow the instruction provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES 7 AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State of Nebraska's website:

<http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

B. The City must also complete, sign and submit to MAPA, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on the State of Nebraska's website,

<http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>

15. IDENTIFICATION OF DOCUMENTS

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

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

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

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

16. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of NDOT and FHWA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FHWA. However, if 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 City relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based

on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

17. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101-48-1126, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "City".

18. DISABILITIES ACT

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

19. RESIDENCY VERIFICATION

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

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. The City shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. The City and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

21. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the City, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations:

The City shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination:

The City with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the City of the City's obligations under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

The City shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO, State of Nebraska or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the State of Nebraska or FHWA as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance:

In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to the City under this Agreement until the City complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

The City shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The City shall take such action with respect to any subcontract or procurement as the MPO or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the City may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, the City may request the United States to enter into such litigation to protect the interests of the United States.

22. APPLICABLE LAW AND VENUE

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

23. 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.

24. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite from making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

26. 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.

27. 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.

28. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) – (If applicable)

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

29. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

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

30. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) – (If applicable)

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

31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT – (If applicable)

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.

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

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

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

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

Attest: _____

by _____ DATE: _____
Chair, Board of Directors

CITY OF OMAHA, NEBRASKA

Attest: _____

by _____ DATE: _____

Printed Name _____

Title _____

APPROVED AS TO LEGAL FORM

DATE _____, 20____

Signed _____
MAPA Legal Counsel

Project Description for MAPA FY2020 PL Funding:

City of Omaha Traffic Counting Program Omaha, Nebraska

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

Scope/Requirements:

Traffic counts at approximately 1,150 locations within the City of Omaha's jurisdiction would be completed on a three-year cycle, including approximately 80 high-priority intersections counted every two years, 125 counts at project locations, and another 900 + counts every three years. The proposed budget for FY 2019 includes traffic counts at approximately 385 locations. The volume, speed and classification data all contribute to the regional traffic count database managed by the Metro Area Planning Agency. Data includes 15 minute intervals, peak periods, estimated average daily traffic counts, pedestrians, as well as bicycles and trucks when requested. Speed and classification data is collected at only select locations, as necessary. The count data is also available on the City of Omaha government website, and is shared with local agencies via hard copy and also electronically when required.

Public Works Engineers would also be involved in various meetings impacting regional planning issues including the Transportation Technical Advisory Committee, Long Range Transportation Planning, Multi-Model, Urban Planning, etc. which directly influence the prioritization and scheduling of traffic counts based on both City of Omaha and the Metro Area Planning Agency needs, both short-term and long-term.

Deliverables:

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

Budget:

Personnel

Traffic Counters and Analysis

TotalFull Time

Engineering Tech 1	\$ 14,233
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FT Overhead (36.22%)	\$ 5,155
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Part Time

Clerk Typist II	\$ 2,355
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Engineering Aide I	\$ 18,207
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Engineering Aide I	\$ 18,207
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Engineering Aide I	\$ 18,207
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PT Overhead (7.65%)	\$ 4,359
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Other Direct Expenses

Mileage	\$ 4,100
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Reproduction	\$ 891
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Total	\$ 85,714
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Federal Match (70%)	\$ 60,000
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Local Match (30%)	\$ 25,714
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Including "In-Kind" Soft Donations

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 2090310006
2. Project: Pottawattamie County GIS Activities – FY20
3. Effective Date: July 1, 2019
4. Completion Date: June 30, 2020

CONTRACT PARTIES

5. Contractor Name and Address:

Pottawattamie County
GIS Coordinator
223 S 6th Street
Council Bluffs, IA 51501

6. The Planning Agency:

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

ACCOUNTING DATA

7. Contract – not to exceed \$30,000 FHWA PL Funds, plus minimum \$ 12,857 in local matching funds.

Allotted - \$30,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$1,500 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2019 by and between Pottawattamie County, Iowa on behalf of the GIS Department, 223 S 6th Street, Council Bluffs, IA 51501 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2020 Unified Work Program (hereinafter referred to as the "FY 2020 Program").

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

1. EMPLOYMENT OF THE COUNTY

The County agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2020 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Iowa Department of Transportation ("IDOT") Agreement Project No. _____ attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Pottawattamie County, Iowa.

3. SCOPE OF SERVICES

- A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2020 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

Pottawattamie County GIS Activities (31003)

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

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

3. Number of hours completed by employee by activity for the quarter.
 4. Activities to be completed next quarter.
 5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2020 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
 - D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of IDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
 - E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 310 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

4. PERSONNEL

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

5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2020 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2019 and ending June 30, 2020.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from IDOT under Agreement Project No. _____, MAPA agrees to pay for the services rendered by the County under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred

and to include direct costs not to exceed in any event thirty thousand dollars (\$30,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of twelve thousand eight hundred fifty-seven dollars (\$12,857). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

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

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

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

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

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

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

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

7. ADMINISTRATIVE FEE

The County agrees to pay MAPA an administrative fee of one thousand five hundred fifty dollars (\$1,500). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.
- C. The County shall establish and maintain separate accounts for expenditures under this Agreement.
- D. If necessary, the Federal award information needed for SEFA includes:
 - Federal Grantor:** US Department of Transportation - Federal Highway Administration
 - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
 - Program Title:** Highway Planning and Construction
 - CFDA Number:** 20.205
 - Project Number:** 2090310006
- E. The County shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FHWA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FHWA-MAPA audit is completed, resolved and closed.
- F. The County shall at all times afford a representative of MAPA, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the County under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the County shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The County may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of the County certifying that all of the items herein are true and

correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and IDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from IDOT under Agreement Project No._____, MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.

- B. All invoices shall be taken from the books of account kept by the County and the County shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all the County personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the County, whose time is directly assignable to this FY 2020 Program, shall keep and sign a time record showing the work element and work activity of the FY 2020 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

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

11. CHANGES

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

12. ASSIGNABILITY

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

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. CONFLICT OF INTEREST LAWS

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- B. No employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value

from contractors or parties to subcontracts.

15. IDENTIFICATION OF DOCUMENTS

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

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

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

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

16. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of IDOT and FHWA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FHWA. However, if IDOT or FHWA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of IDOT or the Federal Highway Administration."
- D. In the event of failure of agreement between IDOT and the County relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.

- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

17. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101-48-1126, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "County".

18. DISABILITIES ACT

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

19. RESIDENCY VERIFICATION

Each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the States of Iowa and Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. The County shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. The County and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, the County shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

21. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the County, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations:

The County shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination:

The County with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the County of the County's obligations under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

The County shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO, State of Nebraska or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State of Nebraska or FHWA as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance:

In the event of the County's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to the County under this Agreement until the County complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

The County shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The County shall take such action with respect to any subcontract or procurement as the MPO or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the County may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, the County may request the United States to enter into such litigation to protect the interests of the United States.

22. APPLICABLE LAW AND VENUE

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

23. 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.

24. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite from making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

26. 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.

27. 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.

28. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) – (If applicable)

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

29. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

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

30. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) – (If applicable)

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

31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT – (If applicable)

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.

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

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

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

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

Attest: _____

by _____ DATE: _____
Chair, Board of Directors

POTTAWATTAMIE COUNTY, NEBRASKA

Attest: _____

by _____ DATE: _____

Printed Name _____

Title _____

APPROVED AS TO LEGAL FORM

DATE _____, 20_____

Signed _____
MAPA Legal Counsel

MAPA FY-2020 PL Scope of Work and Budget

Jurisdiction: Pottawattamie County

Project Name: Pottawattamie County GIS

Project Description: Pottawattamie County GIS Program

Natural Resources Inventory

Pottawattamie County GIS will continue to support the Natural Resources Inventory by preparing for and attending the meetings, fulfilling action items from those meetings, and providing the necessary data for data sharing.

Regional Data Portal

Pottawattamie County GIS will coordinate with MAPA and the area GIS agencies to bring MAPA's ArcGIS online account to fruition.

Data Maintenance

Pottawattamie County GIS actively maintains many transportation-related geographic datasets that are offered in paper form, served and viewable via web applications and are also available for download at www.iowagisdata.org. These datasets are maintained with a high degree of accuracy using legal documents which are recorded and kept on record by various county departments. The GIS Department employs highly skilled staff who use complex GIS software to keep this data up-to-date and relevant. The data is shared with local jurisdictions in the MAPA region as well as engineering companies doing work in our County. It is used in transportation planning, modeling, analysis, and construction.

The transportation-related geographic datasets include the following:

- Road Centerlines
- Right-of-Way
- Landrecords (lots, parcels, subdivisions, etc.)
- Section Corners
- Zoning
- Annexations
- Basemap (used for the websites)

Website Maintenance

The GIS staff also serves the data via several web applications, as mentioned above. These applications make the GIS data, maps, and queries available externally to the general public and internally for our Secondary Roads Department. These applications require maintenance and configuration. The list of sites includes:

- Public-facing GIS Website (gis.pottcounty-ia.gov)
- Internal Secondary Roads Website
- Internal Secondary Roads AVL Website

Deliverables:

Each of these projects uses a subset of data that Pottawattamie County GIS maintains. These datasets are and will continue to be available via the various services and applications used within the projects respectively (i.e. ArcGIS online, our publicly available GIS applications, NRI Portal, etc.). If, however, there are other datasets that MAPA needs for separate projects and/or services, we will always be open to sharing that data.

Budget:

Description	Employees	Hours	Hourly Rate	Total Expenses	Requested Amount	Local Match (30%)
Project A: Natural Resources Inventory	Employee 1	10	\$47.00	\$470.00	\$329.00	\$141.00
Project B: Regional Data Portal *	Employee 1	0	\$47.00	\$0.00	\$0.00	\$0.00
Project C: Data Maintenance	Employee 1	100	\$47.00	\$4,700.00	\$3,290.00	\$1,410.00
	Employee 2	390	\$35.44	\$13,822.00	\$ 9,675.00	\$4,147.00
Project D: Website Maintenance	Employee 1	20	\$47.00	\$940.00	\$658.00	\$282.00
	Employee 2	290	\$35.44	\$10,278.00	\$7,195.00	\$3,083.00
Fringe Benefits	Employee 1	130	\$17.32	\$2,250.00	\$1,575.00	\$675.00
	Employee 2	680	\$15.29	\$10,397.00	\$7,278.00	\$3,119.00
Total		810		\$42,857.00	\$30,000.00	\$12,857.00

* Note: Pottawattamie County staff will support Project B, but the work and hours to support this project is insignificant and thus not worth reporting.

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 2060310002
2. Project: Sarpy County Planning and GIS Activities – FY20
3. Effective Date: July 1, 2019
4. Completion Date: June 30, 2020

CONTRACT PARTIES

5. Contractor Name and Address:

Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

6. The Planning Agency:

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

ACCOUNTING DATA

7. Contract – not to exceed \$57,000 FHWA PL Funds, plus minimum \$ 24,429 in local matching funds.

Allotted - \$57,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$2,850 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2019 by and between Sarpy County, Nebraska, 1210 Golden Gate Drive, Papillion, NE 68046 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2020 Unified Work Program (hereinafter referred to as the "FY 2020 Program").

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

1. EMPLOYMENT OF THE COUNTY

The County agrees to undertake certain transportation planning activities identified in 23 USC Section 134; 23 CFR Part 420, subpart A, and Part 450, subpart C and incorporated into MAPA's FY 2020 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Nebraska Department of Transportation ("NDOT") Agreement Project No. PLM-1(57) attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

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

3. SCOPE OF SERVICES

- A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2020 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 310 identified below and Exhibit III.

310 Sarpy County Planning and GIS Activities

The Sarpy County Planning Department will conduct development review, and development regulations update in coordination with MAPA and the regional transportation planning process. Funding will support staff time for the aforementioned activities. Sarpy County will conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Sarpy County will accurately develop and maintain data sets and tools supporting transportation planning, modeling, analysis, and forecasting. Data sets will include, but not be limited to, streets, bridges, railways, trails, traffic counts, parcels, land use, environmental and physical features, and jurisdictional boundaries. Implementing the natural resources inventory and coordinating open data resources with other county GIS departments. Funding will support staff time for the aforementioned activities. Sarpy County will also support implementation of regional open data portal and Natural Resource Inventory projects.

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

1. Activities completed in the quarter.

2. Percentage completion.
 3. Number of hours completed by employee by activity for the quarter.
 4. Activities to be completed next quarter.
 5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2020 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
- D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 310 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

4. PERSONNEL

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

5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2020 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2019 and ending June 30, 2020.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOT under Agreement Project No. PLM-1(57), MAPA agrees to pay for the services rendered by the County

under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event fifty-seven thousand dollars (\$57,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of twenty-four thousand four hundred twenty-nine dollars (\$24,429). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

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

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

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

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

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

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

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

7. ADMINISTRATIVE FEE

The County agrees to pay MAPA an administrative fee of two thousand eight hundred fifty dollars (\$2,850). MAPA in exchange shall monitor compliance with grant requirements, review and

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

8. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the project in a manner consistent with applicable provisions of 2 CFR, Subtitle A, Chapter 2 Part 200 Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in 2 CFR 200.
- C. The County shall establish and maintain separate accounts for expenditures under this Agreement.
- D. If necessary, the Federal award information needed for SEFA includes:
 - Federal Grantor:** US Department of Transportation - Federal Highway Administration
 - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
 - Program Title:** Highway Planning and Construction
 - CFDA Number:** 20.205
 - Project Number:** 2060310002
- E. The County shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, FHWA or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final FHWA-MAPA audit is completed, resolved and closed.
- F. The County shall at all times afford a representative of MAPA, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the County under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the County shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The County may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a

statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of the County certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from NDOT under Agreement Project No. PLM-1(57), MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.

- B. All invoices shall be taken from the books of account kept by the County and the County shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all the County personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the County, whose time is directly assignable to this FY 2020 Program, shall keep and sign a time record showing the work element and work activity of the FY 2020 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

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

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

11. CHANGES

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

12. ASSIGNABILITY

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

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. CONFLICT OF INTEREST LAWS

- A. The County shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State of Nebraska and Federal funding. The County should review, understand and follow the instruction provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES 7 AGENTS FOR LOCAL FEDERAL-AID**

TRANSPORATATION PROJECTS located on the State of Nebraska's website:
<http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

- B. The County must also complete, sign and submit to MAPA, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORATION PROJECTS**. This form is located on the State of Nebraska's website,
<http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>

15. IDENTIFICATION OF DOCUMENTS

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

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

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

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

16. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of NDOT and FHWA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FHWA. However, if 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 County relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation

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

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

17. FAIR EMPLOYMENT PRACTICES

Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101-48-1126, and all regulation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in SECTION 22. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "County".

18. DISABILITIES ACT

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

19. RESIDENCY VERIFICATION

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

20. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. The County shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts finance in whole or in part with Federal Funds under this Agreement
- B. The County and MAPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and

subcontracts finance in whole or in part with Federal Funds provided under this Agreement. In this regard, the County shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

21. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the County, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations:

The County shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination:

The County with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The County shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulation.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the County of the County's obligations under this agreement and the Regulation relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

D. Information and Reports:

The County shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the MPO, State of Nebraska or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the State of Nebraska or FHWA as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance:

In the event of the County's noncompliance with the nondiscrimination provisions of this Agreement, the MPO will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- a. Withholding of payments to the County under this Agreement until the County complies, and/or
- b. Cancellation, termination or suspension of this Agreement, in whole or in part.

F. Incorporation of Provisions:

The County shall include the provision of section 22.A through 22.F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The County shall take such action with respect to any subcontract or procurement as the MPO or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the County may request the MPOR to enter into such litigation to protect the interests of the MPO, and in addition, the County may request the United States to enter into such litigation to protect the interests of the United States.

22. APPLICABLE LAW AND VENUE

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

23. 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.

24. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite from making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies.

26. 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.

27. 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.

28. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c) – (If applicable)

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

29. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7) – (If applicable)

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

30. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333) – (If applicable)

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

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

31. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGEEMENT – (If applicable)

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.

32. DEBAREMENT AND SUSPENSION (E.O.s 12549 and 12689)

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

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

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

Attest: _____

by _____ DATE: _____
Chair, Board of Directors

SARPY COUNTY, NEBRASKA

Attest: _____

by _____ DATE: _____
Chair, Board of Commissioners

APPROVED AS TO LEGAL FORM

DATE _____, 20____

Signed _____
MAPA Legal Counsel

Project Description:

Sarpy GIS Program

Sarpy County's GIS program provides ongoing geospatial data creation, maintenance, and management for the county and communities within the county. The goal is to accurately develop and maintain the datasets and tools that support transportation planning, modeling, analysis, and forecasting. Numerous spatial datasets are maintained directly by the GIS department, while others are generated through computer systems and web applications also maintained by the department.

Data Development & Maintenance Activity:

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

- Parcels, zoning, & future land use data
- Street centerlines, addresses, bridges, railways, trails
- Traffic counts & accident data
- Administrative & jurisdictional boundaries
- Environmental & physical features (water bodies, streams, drainage basins, topography, etc.)

Individual data layers will support various efforts, including crash and traffic analyses. The combination of inputs from the above datasets supports effective transportation modeling across multiple communities. To improve the usability of the information at a regional level, the program will continue to adopt industry standards where applicable and will share this information with other jurisdictions in the MAPA region. Labor for the creation of the data layer and associated database maintenance activities are included in this project.

Deliverables:

A comprehensive extract of the digital data will be delivered to MAPA on a quarterly interval in January, April, July, and October. Sarpy GIS can produce these deliverables at any point in time MAPA requests a supplemental update. Data will be made accessible via quarterly digital packages made available for download.

Natural Resources Inventory (NRI):

This project will focus on creating a MAPA region-wide GIS Natural Resources Inventory (NRI). Goals of this project will include compiling an inventory of GIS datasets, building various GIS web applications, creating maps and reports, and identifying and developing field tools that can be used to support regional natural resources planning and analysis efforts. The project work will include meeting with various agencies and people involved in regional planning efforts to understand their work processes and how the NRI can be setup to support these activities across the MAPA region.

Deliverables:

A new, web-based MAPA NRI Portal will be published and made accessible to MAPA and the broader

planning community. This portal will include the ability to download GIS datasets and maps, and access various natural resource GIS applications and field tools.

Regional GIS Data Portal:

This project will focus on creating a MAPA region-wide GIS data portal. The primary goal of this project will be to leverage existing GIS applications, web services, and datasets available throughout the metro area and bring them together via a coordinated GIS data portal to support transportation planning and reporting work being conducted by MAPA and its partners.

Deliverables:

A new, web-based MAPA Open GIS Data Portal will be published and made accessible to MAPA, its partners, and the public. This portal will include the ability to download GIS datasets and maps, and access various transportation-related GIS applications and dashboards.

Budget:

Item	Total	Federal	Local Match (30%)
<i>Staff Time</i>			
Data Development & Maintenance (961 hours)			
Salary & Wages	\$33,773	\$23,642	\$10,131
Fringe Benefits	\$7,899	\$5,529	\$2,370
Natural Resource Inventory (17.1 hours)			
Salary & Wages	\$975	\$682	\$293
Fringe Benefits	\$345	\$242	\$103
Regional Data Portal (14 hours)			
Salary & Wages	\$798	\$559	\$239
Fringe Benefits	\$282	\$197	\$85
Project Coordination (16 hours)			
Salary & Wages	\$912	\$638	\$274
Fringe Benefits	\$323	\$226	\$97
Total	\$45,307	\$31,715	\$13,592

Project Description:

Sarpy County Planning Department Transportation Planning

Overview: The Sarpy County Planning Department's work program for this grant year is broken into the following areas: Development Review, Regional Coordination of Transportation Planning Efforts, Planning of Future Local Public Transportation Standards and Systems, and the general Project Coordination/Administration necessary for the grant.

- **Development Review (Traffic & Transportation):** Sarpy County's Planning Department is responsible for the review of all development related proposals within the unincorporated areas of the County to assure compliance with all subdivision and zoning regulations. Staff also evaluates the effects of population growth, housing, land use and development trends on local and regional street systems. Staff coordinates the reviews all development plans and proposals for sound transportation planning principles and compliance with local and regional long range transportation policies and goals. This involves pre-application meetings with the developers/applicants, coordination of project reviews with other regional planning staff to gather their input, staff review of plans and specifications for compliance with codes, regulations and long range planning goals, writing of professional recommendation reports for the Planning Commission and County Board of Commissioners, presentation of those recommendation reports at the required public hearings, and follow up required prior to issuance of development permits.
- **Regional Coordination of Transportation Planning Efforts:** We work closely with the County Engineer and MAPA staff to integrate the County's priorities into the MAPA Long Range Transportation Plan for the region. In addition, we participate in numerous meetings, including MAPA's Transportation Technical Advisory Committee, the Heartland 2050 Infrastructure Committee, the Regional Planning Advisory Council, and regular regional coordination meetings regarding long range planning efforts for all modes of transportation to assure County input and cooperation is provided. In addition, we continue to coordinate with the cities within Sarpy County on roadway and trail development projects.
- **Planning of Future Local Public Transportation Standards and Systems:** The Sarpy County Planning Department is working closely with the County Public Works Department and planning/transportation engineering consultants to continuously update its zoning and subdivision regulations as growth requires. We are now focusing on these regulations to implement the County's transportation policies. The County's zoning and subdivision regulations have not had a comprehensive update since the early 2000's. Only amendments have been made in piecemeal fashion to deal with changes as necessary. Due to the tremendous growth Sarpy County has experienced since then, it is evident that these plans and regulations are in need of updating to continue to properly manage this growth. The new regulations will also have a specific focus on traffic and transportation, taking a comprehensive look at our transportation needs and issues in order to develop new short-, mid- and long-range goals and objectives to keep up with growth. These new regulations will be developed to provide additional guidance in areas such as street connectivity, access rules for arterial streets, bike and pedestrian trail requirements, minimum right-of-way requirements, etc.

Deliverables:

- Quarterly reports will be provided identifying the number and types of development projects reviewed for sound transportation planning principals and compliance with local and regional long range transportation policies and goals. The ultimate outcome will be well planned and coordinated development projects consistent with regional transportation goals.
- Quarterly reports will be provided identifying the number and types of meetings and other cooperative coordination efforts staff has participated in related to regional transportation planning efforts.
- Quarterly reports will be provided tracking the progress of the zoning and subdivision regulation updates related to transportation policies with a percent complete indicated each quarter. When completed, full copies of the zoning and subdivision regulations will be made available in hard copy and on the County's web site.

Sarpy County, Nebraska
2020 FY MAPA Grant Application
GIS Program- Project Breakdown

Item	Total	Federal	Local Match (30%)
<i>Staff Time</i>			
Development Review (351 hours)			
Salary & Wages	\$17,381	\$12,167	\$5,214
Fringe Benefits	\$4,921	\$3,445	\$1,476
	<u>\$22,302</u>	<u>\$15,612</u>	<u>\$6,690</u>
Regional Coordination of Transportation Planning Efforts (26 hours)			
Salary & Wages	\$1,430	\$1,001	\$429
Fringe Benefits	\$539	\$377	\$162
	<u>\$1,969</u>	<u>\$1,378</u>	<u>\$591</u>
Planning of Future Local Public Transportation Standards & Systems (169 hours)			
(Zoning & Subdivision Regulations)			
Salary & Wages	\$8,702	\$6,091	\$2,611
Fringe Benefits	\$2,779	\$1,945	\$834
	<u>\$11,481</u>	<u>\$8,036</u>	<u>\$3,445</u>
Project Coordination/Administration (4.89 hours)			
Salary & Wages	\$268	\$188	\$80
Fringe Benefits	\$102	\$71	\$31
	<u>\$370</u>	<u>\$259</u>	<u>\$111</u>
GRAND TOTAL	\$36,122	\$25,285	\$10,837

Memorandum

To: MAPA Board and Finance Committee

From: Greg Youell

Re: MAPA FY2020 Budget Items

Date: May 22, 2019

Attached herewith is the proposed FY2020 Budget and Work Programs. This memorandum highlights some items I would like to bring to your attention.

Revenues (Funds Budget)

Anticipated revenues for FY2020 total \$6,035,413, of which \$3,453,755 represent pass through or vendor agreements. This is up from \$5,129,444 in FY-19. The largest source of this increase is the 2020 **aerial photography flight (NIROC)**, which is a contract more than \$1 million. Although MAPA does not capture any funding from this directly, it is counted as local in-kind match toward our federal grants and is therefore a great value to the agency.

Federal transportation planning funds are projected to increase in FY-20 to \$1,283,944 from \$1,070,876 in FY-19 as Nebraska DOT is distributing the remaining funding available under the FAST Act going into the last year of the bill in anticipation of a potential rescission. The increase is being devoted primarily to pass-through contracts, including the Sarpy I-80 Interchange planning study.

Projected **state** revenues represent the latest budget info we have, which includes an increase in the appropriation to development districts by the State of Nebraska from \$470,000 to \$670,000, which would increase the amount for MAPA to \$111,650. The State of Iowa appropriation will likely increase from \$200,000 to \$275,000, which increases MAPA's amount to \$15,277.

Among **local and miscellaneous** funding sources, county dues were held at the same amount as FY-19, for a total of \$385,896. The TIP fees anticipated in FY-20 are \$184,330. \$119,000 from various studies will serve as match contributions. Community development contracts are anticipated to generate \$119,250 in revenue. \$42,500 in revenues will be generated for projects that will be worked on by our Heartland 2050 staff, as well as \$87,000 in foundation support for the project.

Expenses (Line Item Budget)

Total expenses in MAPA for FY-20 total \$6,017,110, which includes \$3,453,755 dedicated to contracts and pass-through contracts. The remaining \$2,563,355 is dedicated to expenses for MAPA's activities. Most of this increase is for **personnel expenses**, which is estimated at \$2,045,660. This increase includes funding for a potential recovery coordinator, salary adjustments and some contingency funds.

Among non-personnel expenses, most categories are constant or with slight adjustments from FY-19. The professional development budget includes a \$5,000 increase from FY-19.

Program Budget

The largest anticipated FY-20 budget categories for MAPA activities include:

- 220-Regional Transportation Planning, including the **Long Range Transportation Plan**, which is being developed in close coordination with the Unified Transportation Plan and the Smart Cities Lab, being led by the City of Omaha and coordinated by the Greater Omaha Chamber. The LRTP will be closely coordinated with the **Comprehensive Economic Development Strategy** (CEDS, 710-21) that MAPA authors and submits to EDA.
- 250-Regional Data, Mapping & Forecasting
- 240-Communication and Public Involvement

As noted above, MAPA anticipates assisting communities with **flood recovery** projects. We will also continue to work on ongoing Community and Economic Development work, such as:

- Housing developments at Blair's former Dana College Campus;
- CITIES and CDBG-funded community development projects;
- Owner-occupied housing rehabilitation projects;
- Mills County watershed resiliency planning.

Pending approval by the State of Nebraska and MAPA's membership, MAPA will expand services to include **Cass County** and its communities in FY-20

The **Heartland 2050** project will continue its work, led by the Regional Planning Advisory Committee that was established during FY-19. The project will lead a site visit will be made to Dallas, hold events such as speaker's series and Summit, support the Council Bluffs Mobility Task Force, and work on execution of the priorities identified in the Action Plan, which was updated during FY-19

Among MAPA's anticipated contracts, some of the largest include:

- **NIROC aerial photography project**, spring 2020 flight
- **LRTP support**, MAPA's on-call communications contract with the New BLK, which is working on a strategy to support MAPA's website, LRTP, and Heartland 2050.
- **Sarpy County I-80 Interchange Study**, MAPA, in collaboration with the county and municipalities, will contribute planning funds and administer the "PEL" study.
- **Bike-Ped Plan**, update based on interest we have heard from local communities to refresh the Regional Bicycle Pedestrian Plan.
- **Eppley Corridor Connector Study**, pending approval by the Nebraska Legislature of funding that will serve as matching funds toward federal EDA and DOT funds to conduct an economic development and transportation study for the Northeast Omaha / Airport area.

The **Little Steps Big Impact** project includes over \$300,000 for the air quality education campaign as well as active commuting outreach activities. MAPA will continue to support on-call modeling contract and work on traffic data services.

Heartland 2050 mini-grants from FY-18, FY-19 and FY-20 awards will be in progress for studies being led by Council Bluffs, Metro Transit and the City of Omaha.

MAPA's budget includes **pass-through contracts** to GIS, Planning and Public Works departments in Douglas County, Sarpy County, Pottawattamie County, and the City of Omaha in support of their transportation and GIS work, which facilitates coordination of the transportation planning process for the region.

**MAPA
FY20 Funds Budget**

Account Number		FY20			FY19			Increase/ (Decrease) FY19- FY20
		Less Pass Through/ Vendor			Less Pass Through/ Vendor			
		Gross Award	Agreements	Net Award	Gross Award	Agreements	Net Award	
	Federal Grants							
	Transportation							
	FHWA - Nebraska PL	\$ 1,283,944	\$ 414,800	\$ 869,144	\$ 1,070,876	\$ 213,600	\$ 857,276	\$ 11,868
	FHWA- CMAQ	300,000	244,000	32,000	340,000	284,000	56,000	(24,000)
	FHWA - IDOT, MPO PL	113,369	39,000	74,369	110,618	31,800	78,818	(4,449)
	FHWA - IDOT, MPO PL-C/O	80,000	80,000	-	80,000	80,000	-	-
	FHWA - STBG/TE	260,000	260,000	-	358,000	358,000	-	-
	FHWA - STBG/TE-C/O	80,000	80,000	-	213,750	213,750	-	-
	FHWA - IDOT, RPA SPR	26,468	-	26,468	44,510	-	44,510	(18,042)
	FTA - 5310 Funding	383,022	333,022	50,000	241,500	191,500	50,000	-
	FTA - Nebraska 5305d	385,967	150,000	235,967	370,180	184,100	186,080	49,887
	FTA - Nebraska 5305d - C/O	-	-	-	80,000	80,000	-	-
	FTA - IDOT MPO 5305d	36,892	-	36,892	36,931	-	36,931	(39)
	FTA - IDOT RPA 5311	22,685	-	22,685	22,692	-	22,692	(7)
	Subtotal Transportation Federal Grants	\$ 2,972,347	\$ 1,600,822	\$ 1,347,525	\$ 2,969,057	\$ 1,636,750	\$ 1,332,307	\$ 15,218
	Community Development							
	HUD Mills Co. Disaster Resilience	\$ 57,680	\$ -	\$ 57,680	\$ 20,000	\$ -	\$ 20,000	\$ 37,680
	FEMA Mills Co. Hazard Mitigation Plan	-	-	-	15,000	-	15,000	(15,000)
	Economic Development Administration	70,000	-	70,000	70,000	-	70,000	-
	Eppley Corridor Connector Study	75,000	75,000	-	150,000	150,000	-	-
	Subtotal Comm Dev Federal Grants	\$ 202,680	\$ 75,000	\$ 127,680	\$ 255,000	\$ 150,000	\$ 105,000	\$ 22,680
10-4100	Total Federal Grants	\$ 3,175,027	\$ 1,675,822	\$ 1,475,205	\$ 3,224,057	\$ 1,786,750	\$ 1,437,307	\$ 37,898
	State Funding							
	Transportation							
	Nebraska Environmental Trust	\$ 50,000	\$ 40,000	\$ 10,000	\$ 55,000	\$ 44,000	\$ 11,000	\$ (1,000)
	Community Development							
	Nebraska DED	\$ 111,650	\$ 6,750	\$ 104,900	\$ 71,000	\$ -	\$ 71,000	\$ 33,900
	Eppley Corridor Connector Study	100,000	100,000	-	-	-	-	-
	Valley Waterloo Housing Administration Income	17,500	-	17,500	15,000	-	15,000	2,500
	Iowa COG Assistance	15,277	-	15,277	10,000	-	10,000	5,277
	Subtotal Comm Dev State Funding	\$ 244,427	\$ 106,750	\$ 137,677	\$ 96,000	\$ -	\$ 96,000	\$ 41,677
10-4200	Total State Funding	\$ 294,427	\$ 146,750	\$ 147,677	\$ 151,000	\$ 44,000	\$ 107,000	\$ 40,677

Account Number		FY20			FY19			Increase/ (Decrease) FY19- FY20	
		Less Pass Through/ Vendor			Less Pass Through/ Vendor				
		Gross Award	Agreements	Net Award	Gross Award	Agreements	Net Award		
Local Funding									
Transportation									
	RPA County Dues	\$ -	\$ -	\$ -	\$ 6,481	\$ -	\$ 6,481	\$ (6,481)	
Heartland 2050									
	City of Omaha Grant	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ (5,000)	
General									
	County Membership	\$ 385,896	\$ -	\$ 385,896	\$ 385,897	\$ -	\$ 385,897	\$ (1)	
	Administrative Fees on PL Contracts	14,600	-	14,600	14,600	-	14,600	-	
	Subtotal General Local Funding	\$ 400,496	\$ -	\$ 400,496	\$ 400,497	\$ -	\$ 400,497	\$ (1)	
10-4300	Total Local Reveue	\$ 400,496	\$ -	\$ 400,496	\$ 411,978	\$ -	\$ 411,978	\$ (11,482)	
10-4305	TIP Fees	\$ 184,330	\$ 35,200	\$ 149,130	\$ 180,000	\$ 25,000	\$ 155,000	\$ (5,870)	
10-4310	Match Contributions								
	CMAQ	\$ 25,000	\$ 21,000	\$ 4,000	\$ 30,000	\$ 27,000	\$ 3,000	\$ 1,000	
	Sarpy PEL Study	25,000	25,000	-	-	-	-	-	
	Traffic Data Services	8,000	8,000	-	-	-	-	-	
	IA Mini Grant	40,000	40,000	-	-	-	-	-	
	NE FY20 Mini Grant	25,000	25,000	-	-	-	-	-	
	Eppley Corridor Connector Study	-	-	-	37,500	37,500	-	-	
10-4310	Total Match Contributions	\$ 123,000	\$ 119,000	\$ 4,000	\$ 67,500	\$ 64,500	\$ 3,000	\$ 1,000	
Contracts									
Transportation									
10-4405	Aerial Photography FY20 Flight	\$ 1,015,573	\$ 1,015,573	\$ -	\$ -	\$ -	\$ -	\$ -	
10-4405	Aerial Photography FY18 Flight	-	-	-	296,454	296,454	-	-	
	Greater Omaha Chamber - LRTP Technical Asst.	25,000	-	25,000	-	-	-	25,000	
	Subtotal Transportation Contracts	\$ 1,040,573	\$ 1,015,573	\$ 25,000	\$ 296,454	\$ 296,454	\$ -	\$ 25,000	
Community Development									
	Existing Community Development Contracts	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	
	Projected Community Development Contracts	40,000	-	40,000	20,000	-	20,000	20,000	
	CITIES Admin	5,250	-	5,250	5,250	-	5,250	-	
	Council Bluffs Housing Trust Fund Admin	21,500	-	21,500	15,000	-	15,000	6,500	
	CDBG Admin: Hancock Sewer	5,000	-	5,000	15,000	-	15,000	(10,000)	
	CDBG Admin: Pott Co. Downtown Revitalization	30,000	-	30,000	20,000	-	20,000	10,000	
	Blair Workforce Housing Administration Fees	7,500	-	7,500	25,000	-	25,000	(17,500)	
	Subtotal Comm Dev Contracts	\$ 119,250	\$ -	\$ 119,250	\$ 110,250	\$ -	\$ 110,250	\$ 9,000	

Account Number		FY20			FY19			Increase/ (Decrease) FY19- FY20
		Less Pass Through/ Vendor			Less Pass Through/ Vendor			
		Gross Award	Agreements	Net Award	Gross Award	Agreements	Net Award	
	Heartland 2050							
	2020 Census - Complete Counts Committees	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
	Block talks/H2050 Community Assistance	2,500	-	2,500	-	-	-	2,500
		\$ 42,500	\$ -	\$ 42,500	\$ -	\$ -	\$ -	\$ 42,500
10-4400	Total Contracts	\$ 1,202,323	\$ 1,015,573	\$ 186,750	\$ 406,704	\$ 296,454	\$ 110,250	\$ 76,500
	Forums							
	Heartland 2050							
10-4505	Heartland 2050 Summits	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -
10-4506	Heartland 2050 Speaker Series	4,000	-	4,000	4,000	-	4,000	-
10-4507	Site Visit Registrations	40,000	-	40,000	49,000	49,000	-	40,000
	Subtotal Heartland 2050 Forums	\$ 50,000	\$ -	\$ 50,000	\$ 59,000	\$ 49,000	\$ 10,000	\$ 40,000
	General							
10-4502	Council of Officials Annual Meeting	\$ 6,000	\$ -	\$ 6,000	\$ 5,000	\$ -	\$ 5,000	\$ 1,000
10-4501	Council of Officials Quarterly Meeting	1,400	-	1,400	1,000	-	1,000	400
	Subtotal General Forms	\$ 7,400	\$ -	\$ 7,400	\$ 6,000	\$ -	\$ 6,000	\$ 1,400
	Total Forums	\$ 57,400	\$ -	\$ 57,400	\$ 65,000	\$ 49,000	\$ 16,000	\$ 41,400
	In-kind Match							
	Transportation							
	NE PL	\$ 86,571	\$ 86,571	\$ -	\$ 86,571	\$ 86,571	\$ -	\$ -
	IA PL	12,857	12,857	-	12,857	12,857	-	-
	STBG	-	-	-	117,938	117,938	-	-
	5310 Grants	223,768	223,768	-	155,125	155,125	-	-
	NE FTA	48,214	48,214	-	25,714	25,714	-	-
	NE FTA - mini grant	-	-	-	25,000	25,000	-	-
	IA PL - mini grant	-	-	-	20,000	20,000	-	-
	Subtotal Transportation In-kind	\$ 371,410	\$ 371,410	\$ -	\$ 443,205	\$ 443,205	\$ -	\$ -
10-4510	Total In-kind	\$ 371,410	\$ 371,410	\$ -	\$ 443,205	\$ 443,205	\$ -	\$ -
10-4520	Investment Earning	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000

Account Number		FY20			FY19			Increase/ (Decrease) FY19- FY20
		Less Pass Through/ Vendor			Less Pass Through/ Vendor			
		Gross Award	Agreements	Net Award	Gross Award	Agreements	Net Award	
10-4540	Miscellaneous							
	Foundations - Heartland 2050	\$ 87,000	\$ -	\$ 87,000	\$ 80,000	\$ 21,000	\$ 59,000	\$ 28,000
	Total Reveune	\$ 5,910,413	\$ 3,363,755	\$ 2,522,658	\$ 5,029,444	\$ 2,729,909	\$ 2,299,535	\$ 223,123
	Reserve Funding							
	Transit ROI	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -
	Capital Funds Transfer	35,000	-	35,000	80,000	-	80,000	(45,000)
	Total Reserves	\$ 35,000	\$ -	\$ 35,000	\$ 100,000	\$ 20,000	\$ 80,000	\$ (45,000)
	Total Available Funding	\$ 5,945,413	\$ 3,363,755	\$ 2,557,658	\$ 5,129,444	\$ 2,749,909	\$ 2,379,535	\$ 178,123
	Summary by Department							
	Transportation	\$ 4,557,330	\$ 3,146,805	\$ 1,386,525	\$ 3,800,197	\$ 2,447,409	\$ 1,352,788	\$ 33,737
	Community Development	566,357	181,750	384,607	498,750	187,500	311,250	73,357
	Heartland 2050	179,500	-	179,500	164,000	90,000	74,000	105,500
	General	642,226	35,200	607,026	666,497	25,000	641,497	(34,471)
		\$ 5,945,413	\$ 3,363,755	\$ 2,557,658	\$ 5,129,444	\$ 2,749,909	\$ 2,379,535	\$ 178,123
							Change in Net Award	7%



Omaha - Council Bluffs
Metropolitan Area
Planning Agency

Connect. Plan. Thrive.



Metropolitan Area Planning Agency Line Item Budget

Revenues

Federal and State Revenue

10-4100	Federal Revenue	\$3,224,057	63.85%	\$3,175,027	53.72%	(\$49,030)	-1.52%
10-4200	State Revenue	136,000	2.69%	294,427	4.98%	158,427	116.49%
Total Federal and State Revenue		\$3,360,057	66.54%	\$3,469,454	58.70%	\$109,397	3.26%

Local Government Revenue

10-4300	Local Revenue	\$392,378	7.77%	\$400,496	6.78%	\$8,118	2.07%
10-4305	TIP Fee	194,600	3.85%	184,330	3.12%	(10,270)	-5.28%
10-4350	Heartland 2050 Local Revenue	5,000	0.10%	-	0.00%	(5,000)	-100.00%
Total Local Government Revenue		\$591,978	11.72%	\$584,826	9.89%	(\$7,152)	-1.21%

Charges for Services

10-4400	Contracts	\$125,250	2.48%	\$186,750	3.16%	\$61,500	49.10%
10-4405	Aerial Photo Income	296,454	5.87%	1,015,573	17.18%	719,119	242.57%
Total Charges for Services		\$421,704	8.35%	\$1,202,323	20.34%	\$780,619	185.11%

Forums Revenue

10-4501	Council of Officials Quarterly Meeting	\$1,000	0.02%	\$1,400	0.02%	\$400	40.00%
10-4502	Council of Officials Annual Meeting	5,000	0.10%	6,000	0.10%	1,000	20.00%
10-4505	Heartland 2050 Summit	6,000	0.12%	6,000	0.10%	-	0.00%
10-4506	Heartland 2050 Speaker Series	4,000	0.08%	4,000	0.07%	-	0.00%
Total Forums Revenue		\$16,000	0.32%	\$17,400	0.29%	\$1,400	8.75%

In-kind Revenue

10-4510	In-Kind Revenue	\$463,205	9.17%	\$371,410	6.28%	(\$91,795)	-19.82%
Total In-kind Revenue		\$463,205	9.17%	\$371,410	6.28%	(\$91,795)	-19.82%

Investment Income

10-4520	Investment Earnings	\$0	0.00%	\$15,000	0.25%	\$15,000	
Total Investment Income		\$0	0.00%	\$15,000	0.25%	\$15,000	

Miscellaneous Revenue

10-4310	Match Contributions	\$67,500	1.34%	\$123,000	2.08%	\$55,500	82.22%
10-4507	Site Visit Registration	49,000	0.97%	40,000	0.68%	(9,000)	-18.37%
10-4540	Miscellaneous	80,000	1.58%	87,000	1.47%	7,000	8.75%
Total Miscellaneous Revenue		\$196,500	3.89%	\$250,000	4.23%	\$53,500	27.23%

Total		\$5,049,444		\$5,910,413		\$860,969	17.05%
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Total Revenues		\$5,049,444		\$5,910,413		\$860,969	17.05%
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		FY 2019		FY 2020		Variance	% Variance
		Budget		Budget		to PY	to PY
Expenses							
MAPA Activities							
MAPA Personnel Expenses							
Salaries							
10-5000	Salaries	\$1,233,200	24.42%	\$1,309,750	22.10%	\$76,550	6.21%
10-5125	Accrued Salaries & Compensated Absenc	204,045	4.04%	248,850	4.20%	44,805	21.96%
Total Salaries		\$1,437,245	28.46%	\$1,558,600	26.30%	\$121,355	8.44%
Payroll Taxes							
10-5100	FICA	\$94,340	1.87%	\$119,230	2.01%	\$24,890	26.38%
10-5105	Unemployment Taxes	875	0.02%	1,560	0.03%	685	78.29%
Total Payroll Taxes		\$95,215	1.89%	\$120,790	2.04%	\$25,575	26.86%
Employee Benefits							
10-5110	Health Insurance	\$222,300	4.40%	\$274,550	4.63%	\$52,250	23.50%
10-5115	Life & Disability Insurance	6,000	0.12%	6,000	0.10%	-	0.00%
10-5120	Retirement Contributions	67,825	1.34%	85,720	1.45%	17,895	26.38%
Total Employee Benefits		\$296,125	5.86%	\$366,270	6.18%	\$70,145	23.69%
Total MAPA Personnel Expenses		\$1,828,585	36.21%	\$2,045,660	34.51%	\$217,075	11.87%
MAPA Non-personnel							
10-5200	Advertising	\$13,000	0.26%	\$10,000	0.17%	(\$3,000)	-23.08%
10-5210	Membership - Reference Materials	\$20,000	0.40%	\$21,000	0.35%	\$1,000	5.00%
Data Processing							
10-5310	Data Processing	\$23,000	0.46%	\$28,000	0.47%	\$5,000	21.74%
10-5311	GIS Software	6,000	0.12%	6,000	0.10%	-	0.00%
10-5312	Public Relations - Website Software/Fees	6,000	0.12%	6,000	0.10%	-	0.00%
Total Data Processing		\$35,000	0.69%	\$40,000	0.67%	\$5,000	14.29%
Forums Expense							
10-5600	Forums	\$0	0.00%	\$2,740	0.05%	\$2,740	
10-5601	Council of Officials Quarterly Meeting	5,000	0.10%	5,000	0.08%	-	0.00%
10-5602	Council of Officials Annual Meeting	17,000	0.34%	15,000	0.25%	(2,000)	-11.76%
10-5605	Heartland 2050 Summit	30,000	0.59%	30,000	0.51%	-	0.00%
10-5606	Heartland 2050 Speaker Series	15,000	0.30%	15,000	0.25%	-	0.00%
Total Forums Expense		\$67,000	1.33%	\$67,740	1.14%	\$740	1.10%
10-5650	Miscellaneous Expenses	\$2,000	0.04%	\$4,000	0.07%	\$2,000	100.00%
10-5730	Bank Charges	\$1,000	0.02%	\$1,000	0.02%	\$0	0.00%
10-5800	Office Rent	\$77,250	1.53%	\$71,688	1.21%	(\$5,562)	-7.20%
Office Expense							
10-5220	Printing	\$24,300	0.48%	\$24,300	0.41%	\$0	0.00%
10-5300	Business Insurance Expense	17,600	0.35%	17,600	0.30%	-	0.00%
10-5500	Equipment Maintenance	8,500	0.17%	5,000	0.08%	(3,500)	-41.18%
10-5700	Postage	3,500	0.07%	3,500	0.06%	-	0.00%
10-5710	Supplies	17,000	0.34%	12,000	0.20%	(5,000)	-29.41%
10-5720	Computer Equipment			8,000	0.13%	8,000	
10-5810	Telephone	3,000	0.06%	1,500	0.03%	(1,500)	-50.00%
Total Office Expense		\$73,900	1.46%	\$71,900	1.21%	(\$2,000)	-2.71%
Professional Fees							
10-5320	Professional Services	\$29,000	0.57%	\$30,000	0.51%	\$1,000	3.45%
Travel and Conferences							
10-5900	Travel & Conferences	\$35,000	0.69%	\$33,567	0.57%	(\$1,433)	-4.09%
10-5901	Staff Certifications	2,000	0.04%	4,400	0.07%	2,400	120.00%
10-5902	Tuition Reimbursement	-	0.00%	4,500	0.08%	4,500	
10-5907	H2050 Stie Visit Travel	87,500	1.73%	87,500	1.48%	-	0.00%
Total Travel and Conferences		\$124,500	2.47%	\$129,967	2.19%	\$5,467	4.39%
10-8000	Transfers	(\$51,700)	-1.02%	\$20,400	0.34%	\$72,100	-139.46%
10-5950	Capital Outlays	\$80,000	1.58%	\$50,000	0.84%	(\$30,000)	-37.50%
Total MAPA Non-personnel		\$470,950	9.33%	\$517,695	8.73%	\$46,745	9.93%
Total MAPA Activities		\$2,299,535	45.54%	\$2,563,355	43.25%	\$263,820	11.47%

		FY 2019 Budget		FY 2020 Budget		Variance to PY	% Varaince to PY
Contracts and Pass-through							
10-5400	Contracts	\$350,000	6.93%	\$901,750	15.21%	\$551,750	157.64%
10-5410	Aerial Photo Expense	\$296,454	5.87%	\$1,015,573	17.13%	\$719,119	242.57%
10-5420	Pass Through Contracts - Planning	\$865,500	17.14%	\$372,000	6.28%	(\$493,500)	-57.02%
10-5430	Pass Through Contracts - STP	\$1,113,813	22.06%	\$638,022	10.76%	(\$475,791)	-42.72%
10-5440	In-Kind Expense	\$124,142	2.46%	\$436,410	7.36%	\$312,268	251.54%
Subtotal Contracts and Pass-Through		\$2,749,909	54.46%	\$3,363,755	56.75%	\$613,846	22.32%
Total Expenses		\$5,049,444		\$5,927,110		\$877,666	17.38%
NET SURPLUS/(DEFICIT)		\$0		(\$16,697)			
NET (DEFICIT) Covered by							
	Capital Funds Transfer			\$35,000			
	TIP Fee Carryover			(\$18,303)			
Total Reserves				\$16,697			

MAPA FY - 2020 Program Budget Table

	Total Transportation Funding	Total Comm & Econ Development	Total Heartland 2050 - Non Federal Transportation	Capital Projects	MAPA Total Budget
Direct Personnel	\$ 1,032,610	\$ 379,080	\$ 180,880	\$ -	\$ 1,592,570
Direct Non-personnel	147,040	71,300	100,410	50,000	368,750
Indirect	389,663	143,797	68,575	-	602,035
Contracts - Passthrough	3,207,005	156,750	-	-	3,363,755
Total	\$ 4,776,318	\$ 750,927	\$ 349,865	\$ 50,000	\$ 5,927,110
MAPA Activities					
200 UPWP and Federal Assurances	\$ 24,643	\$ -	\$ -	\$ -	\$ 24,643
210 Board and Committee Support	159,530	-	-	-	159,530
220 Regional Transportation Planning	205,987	-	-	-	205,987
230 TIP and Local Projects	138,340	-	-	-	138,340
240 Communication and Public Involvement	190,110	-	-	-	190,110
250 Regional Data, Mapping & Forecasting	241,093	-	-	-	241,093
260 Environment and Energy	92,980	-	-	-	92,980
270 Heartland 2050 - Transportation Eligible	249,270	-	-	-	249,270
280 Training and Education	93,840	-	-	-	93,840
290 Management	73,900	-	-	50,000	123,900
300 Membership Services	12,120	-	-	-	12,120
27001 Heartland 2050 Mini Grant Program	-	-	9,500	-	9,500
27002 Heartland 2050 Committee & Working Groups	-	-	90,865	-	90,865
27003 Heartland 2050 Technical Analysis & Data Support	-	-	15,000	-	15,000
27004 Heartland 2050 Public Outreach	-	-	65,000	-	65,000
27005 Heartland 2050 Summits & Speaker Series	-	-	72,000	-	72,000
27006 Heartland 2050 Site Visits	87,500	-	-	-	87,500
27007 Heartland 2050 Administration	-	-	90,000	-	90,000
27008 Heartland 2050 Smart Cities	-	-	7,500	-	7,500
71020 Comm & Econ Development Management	-	53,000	-	-	53,000
71021 Jurisdictional Visits	-	25,000	-	-	25,000
71022 Local Planning Assistance	-	77,240	-	-	77,240
71023 Management Assistance	-	5,940	-	-	5,940
71024 Grant Writing Assistance	-	71,300	-	-	71,300
71025 Grant Management	-	153,120	-	-	153,120
71026 Technical and Policy Education Activities	-	25,000	-	-	25,000
72001 Maintenance of CEDS	-	19,880	-	-	19,880
72021 Economic Development Assistance	-	59,420	-	-	59,420
72022 Housing Activities	-	83,180	-	-	83,180
72023 Revolving Loan Fund	-	1,500	-	-	1,500
					-
Subtotal MAPA Activities - Federal Share	\$ 1,371,525	\$ 127,680	\$ -	\$ -	\$ 1,499,205
Subtotal MAPA Activities - State Share	\$ 10,000	\$ 137,677	\$ -	\$ -	\$ 147,677
Subtotal MAPA Activities - Local Share	\$ 187,788	\$ 328,820	\$ 349,865	\$ 50,000	\$ 916,473
Subtotal MAPA Activities	\$ 1,569,313	\$ 594,177	\$ 349,865	\$ 50,000	\$ 2,563,355
Contracts and Subrecipients					
22001 LRTP Support	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
22002 Bike Ped Plan	75,000	-	-	-	75,000
23000 Eppley Corridor Connector Study	125,000	-	-	-	125,000
23001 Sarpy PEL Study	125,000	-	-	-	125,000
25003 On-Call Modeling	35,000	-	-	-	35,000
25004 Traffic Data Services	40,000	-	-	-	40,000
26001 Little Steps Big Impact Education Campaign	200,000	-	-	-	200,000
26001 Little Steps Big Active Commuting Outreach	105,000	-	-	-	105,000
31001 5310 Subrecipients	556,790	-	-	-	556,790
31002 Heartland 2050 Mini Grants - FY20	125,000	-	-	-	125,000
31002 Heartland 2050 Mini Grants - FY19	212,500	-	-	-	212,500
31002 Heartland 2050 Mini Grants - FY18	100,000	-	-	-	100,000
31003 Planning Local Subrecipients	417,142	-	-	-	417,142
31004 Aerial Photography	1,015,573	-	-	-	1,015,573
71020 Pass through to SENDD - Cass County Allocation	-	6,750	-	-	6,750
72021 Eppley Corridor Connector Study	-	150,000	-	-	150,000
Subtotal Contracts & Subrecipients - Federal Share	\$ 1,600,822	\$ 75,000	\$ -	\$ -	\$ 1,675,822
Subtotal Contracts & Subrecipients - State Share	\$ 65,000	\$ 81,750	\$ -	\$ -	\$ 146,750
Subtotal Contracts & Subrecipients- Local Share	\$ 1,541,183	\$ -	\$ -	\$ -	\$ 1,541,183
Subtotal Contracts & Subrecipients	\$ 3,207,005	\$ 156,750	\$ -	\$ -	\$ 3,363,755

	Total Transportation Funding	Total Comm & Econ Development	Total Heartland 2050 - Non Federal Transportation	Capital Projects	MAPA Total Budget
Direct Personnel	\$ 1,032,610	\$ 379,080	\$ 180,880	\$ -	\$ 1,592,570
Direct Non-personnel	147,040	71,300	100,410	50,000	368,750
Indirect	389,663	143,797	68,575	-	602,035
Contracts - Passthrough	3,207,005	156,750	-	-	3,363,755
Total	\$ 4,776,318	\$ 750,927	\$ 349,865	\$ 50,000	\$ 5,927,110
Total Federal Share	\$ 2,972,347	\$ 202,680	\$ -	\$ -	\$ 3,175,027
Total State Share	\$ 75,000	\$ 219,427	\$ -	\$ -	\$ 294,427
Total Local Share	\$ 1,728,971	\$ 328,820	\$ 349,865	\$ 50,000	\$ 2,457,656
Total Activities	\$ 4,776,318	\$ 750,927	\$ 349,865	\$ 50,000	\$ 5,927,110
Match Funding					
State Funding	\$ 75,000	\$ 219,427	\$ -	\$ -	\$ 294,427
Local/Subrecipient Cash	12,288	209,570	163,638	15,000	400,496
TIP Fees	104,300	-	61,727	-	166,027
Match Contributions	123,000	-	-	-	123,000
Contracts	25,000	119,250	42,500	-	186,750
Forums	47,400	-	10,000	-	57,400
Heartland 2050 Foundation Cash	30,000	-	57,000	-	87,000
Aerial Photography Match	1,015,573	-	-	-	1,015,573
In-kind Match	371,410	-	-	-	371,410
Investment Earnings	-	-	15,000	-	15,000
Cash reserves	-	-	-	35,000	35,000
Total Match	\$ 1,803,971	\$ 548,247	\$ 349,865	\$ 50,000	\$ 2,752,083
Match %	37.77%	73%	100%		46%

FY-2020 COMMUNITY & ECONOMIC DEVELOPMENT WORK PROGRAM ACTIVITIES

The following pages detail the work activities that MAPA and contract subrecipients will undertake in FY 2020 (July 1, 2019 through June 30, 2020). These activities are divided into Community Development Assistance (710) and Economic Development Assistance (720).

Community Development Assistance (710)

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

Previous Work

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

Work Activities

21. Jurisdictional Visits - Meet officials and other community representatives of each community within MAPA region. Document the needs and objectives of communities. Provide technical assistance on methods to address needs and implementing activities consistent with local objectives. Coordinate local activities with other regionally significant projects.
22. Local Planning Assistance - Provide local jurisdictions assistance with strategic, comprehensive, disaster mitigation, housing and community development, and downtown revitalization plans, and local land use ordinances and policy.
23. Local Management Assistance - Provide local jurisdictions with community management assistance (code enforcement, urban renewal and revitalization, demolition, etc.)
24. Grant Writing Assistance - Prepare financial assistance applications for local jurisdictions and other members to address established needs and to implement local plans and strategies. Focus will be placed on place making through downtown redevelopment, public infrastructure, housing rehabilitation and development, quality of life and recreational improvements, and hazard mitigation.
25. Grant Management - Contract for the administration of financial assistance awards to ensure compliance with state and federal requirements. This includes completion of environmental reviews, monitoring, procurement and labor standards compliance, financial and project managements, and reporting.
26. Technical and Policy Education Activities - Participate in ongoing education and staff development activities such as workshops, conferences, and webinars devoted to planning and research-related policy and technical information. Event sponsors include local, state and national organizations such as the Greater Omaha Chamber, Nebraska Regional Officials Council (NROC), Iowa Councils of Government (ICOG), National Association of Regional Councils (NARC), National Association of Development Organizations (NADO), American Planning Association (APA), Nebraska Planning and Zoning Association (NPZA), and other organizations.
27. Related Agency Participation - Participate in local, state, and national associations that provide ongoing education, training, staff and leadership development, and peer-to-peer knowledge exchange. Event sponsors include local, state, and national organizations, including those listed under 710-26.
28. Certification and Memberships - Staff members apply, take required tests, and actively participate in

professional organizations such as the APA's American Institute of Certified Planners (AICP).

Ongoing Projects

Mills County Emergency Management Plan
Mills County Watershed Project Administration
Malvern 5-2-1-0 Program Administration
Pottawattamie County CITIES 2017 and 2018 Program Administration
Hancock Sanitary Sewer CDBG Administration
Caron/Macedonia CDBG DTR Administration
Phase II of Malvern 5-2-1-0 project
Environmental review for Blair Housing Authority
Malvern and Oakland strategic plans

Anticipated Projects

Carter Lake CDBG sanitary sewer application
Community strategic plans - (3)
Community comp plan - (1)
Flood recovery support: Public water, sanitary sewer, and storm water reconstruction and mitigation projects in Cass, Dodge, Mills, Pottawattamie and Sarpy Counties (EDA, CDBG, etc.)
HMGP hazard mitigation in Cass, Dodge, Mills, Pottawattamie and Sarpy Counties (HMGP)

Economic Development Assistance (720)

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

Previous Work

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

Work Activities

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

Ongoing Projects

CEDS/LRTP Update

Revolving loan fund administration

Valley and Waterloo housing rehabilitation

Council Bluffs Housing Trust Fund administration

Blair RWHF administration

Anticipated Projects

Blair NAHTF Demonstration and normal round application for Blair multi-family

Water infrastructure project, Oakland, IA

Pottawattamie County housing trust fund and rural workforce housing program

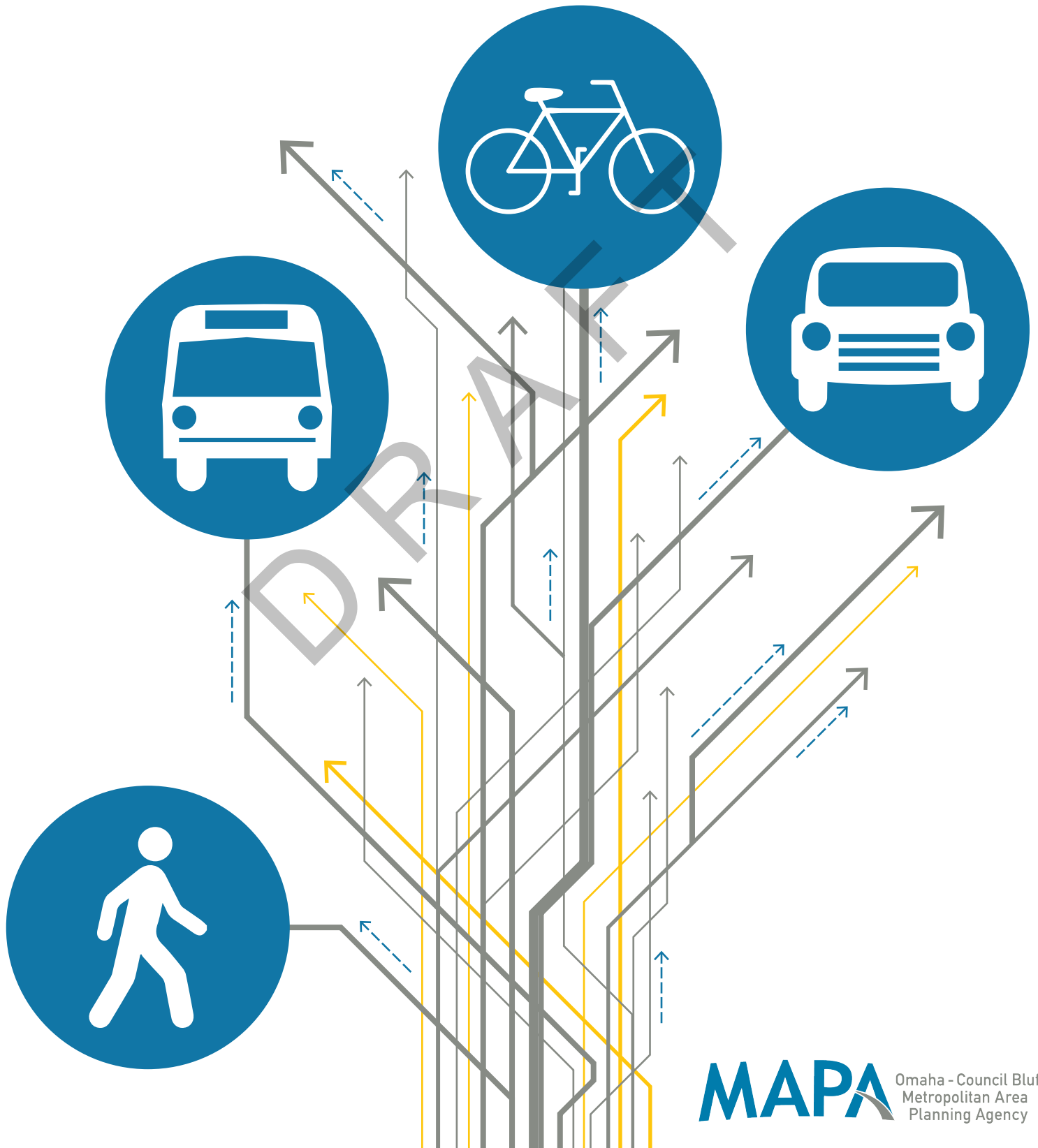
2019 EPA Brownfield assessment grant

2019 EPA Brownfield multi-purpose grant - Omaha Municipal Land Bank (OMLB)

2020 - 2025



TRANSPORTATION IMPROVEMENT PROGRAM



DRAFT

Section 1 - About the Transportation Improvement Program

1.1 Legislative Requirements

The current authorized federal transportation legislation is the Fixing America's Surface Transportation (FAST) Act. It charges MPOs with the creation and maintenance of a fiscally-constrained Transportation Improvement Program (TIP). Creating a fiscally constrained TIP requires MAPA to allocate funding to projects (based upon reasonable cost estimates) within the limits of reasonably available future revenues (based upon historical trends). MAPA coordinates with state and local governments and public transit operators to create a TIP that prioritizes and lists all federally-funded and regionally significant transportation projects programmed for at least the next four fiscal years as required by federal regulations. MAPA has chosen to program six years to better coordinate with local 1 & 6 Year Plans.

The projects listed in the TIP must be financially realistic and achievable; as such, the first four years of projects in this program are fiscally constrained. Projects are also programmed in years five and six for illustrative purposes, indicating that there are long-term plans to move forward with them, but they are not part of the four-year, fiscally-constrained program.

Illustrative projects are not guaranteed to be awarded the funding that they have been assigned and are not fiscally constrained. Illustrative projects are shown in the TIP to allow for earlier project phases (such as preliminary engineering and environmental compliance) to occur. See the Project Lifecycle section below for additional details.

Federal regulations require a TIP be updated every four years. NDOT and Iowa DOT administrative policy necessitates that MAPA update the TIP annually. After approval by the MAPA Board of Directors, the TIP is sent for approval by the governors of Nebraska and Iowa (typically represented by NDOT and Iowa DOT). The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) also review and approve the TIP and have final approval of State Transportation Improvement Plans (STIP) which include all local TIPs.

1.2 Definitions

Apportionment – Yearly funds allocated to each state by Congress to design and construct federal aid transportation projects.

Carryover – Federal funds which were not spent in a past fiscal year that can be used to pay for projects in future fiscal years.

Coordinated Transit Committee (CTC) – Committee to oversee the use of transit funds from FTA and approves and selects transit projects for disabled citizens, veterans, and seniors throughout the Omaha-Council Bluffs transportation management area.

Environmental Justice (EJ) – The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to federal law. An EJ area or region within the Omaha-Council Bluffs area is an area that has higher than the regional average of lower income or higher minority populations.

Fiscal Constraint - The ability of a government agency to maintain its current project spending over the course of several fiscal years within the funding available while still keeping a positive budget as well as delivering promised projects.

Fiscal Year – A period used for calculating annual costs and expenditures involving budgeted phases of projects; the beginning of a fiscal year usually differs from a calendar year.

Federal Aid Process – A program administered by the Federal Highway Administration which provides funding for the majority of a transportation project (usually 80% but the percentage can differ) that is constructed by a local public agency while following the rules and regulations involved in receiving federal funds.

Federal Transit Authority (FTA) – The agency within the US Department of Transportation that provides financial and technical assistance to local public transit systems.

Federal Highway Administration (FHWA) - A division of the US Department of Transportation that specializes in highway transportation and provides guidance and approval for all of the regions federal funds as well as the Federal Aid Process.

Intelligent Transportation Systems (ITS) – Systems that use computer, electronics, and communications technologies and management strategies – in an integrated manner – to provide traveler information that increases the safety and efficiency of the surface transportation system. ITS also provides useful, real-time information to system operators.

Iowa Department of Transportation (Iowa DOT) - The statewide agency that administers federal funding allocation and apportionment for FHWA for all federally funded projects in the State of Iowa.

Long Range Transportation Plan (LRTP) - A comprehensive plan projecting the transportation needs for the Omaha-Council Bluffs metro area over the next 25 years through projects, plans, projections, and proposed solutions to improve movement of goods and people throughout the area. Additionally, in order to be eligible for federal funding and projects must be listed in the LRTP as required by the Federal Highway Administration.

MAP-21 - Moving Ahead for Progress in the 21st Century Act (MAP-21) is the funding and authorization bill that governs federal surface transportation spending and is the source of all federal funds that the region receives.

Metropolitan Planning Organization (MPO) – A planning body required by the federal government which is responsible for the transportation planning and project selection in its region. It provides a forum for cooperative decision making for the metropolitan planning area. The governor designates an MPO in every urbanized area with a population of more than 50,000. MAPA has been designated this area's MPO by the governors of both Nebraska and Iowa.

National Environmental Protection Act (NEPA) – Law signed by Congress in 1969 that guides all federal government agencies to prepare documentation of the environmental effects of proposed federal aid projects.

Nebraska Department of Transportation (NDOT) – The statewide agency that administers federal funding allocation and apportionment for FHWA for all federally funded projects in the State of Nebraska.

Obligation – Money that has been approved by the Federal Highway Administration and either NDOT or Iowa DOT and set aside for a particular project. The money is usually reserved for several years as long as the project it was reserved for is still active.

Project Selection Committee (ProSeCom) - Manages the surface transportation funds from FHWA and approves and selects road, bridge, and maintenance projects throughout the Omaha-Council Bluffs transportation management area.

Surface Transportation Block Grant (STBG) Funding – The transportation funds apportioned by Congress and designated to MAPA through NDOT and Iowa DOT to construct road, bridge, and maintenance projects in the transportation management area.

Swap – Iowa DOT program to exchange Federal-aid for Primary Road Funds

Title VI – Part of the Civil Rights Act of 1964 that says "No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance"

Transit - A shared public passenger transport service which is available for use by the general public, as (distinct from modes such as taxis or carpooling) that follow prescribed routes or regular schedules. Public transport modes include buses, trolleys, bus rapid transit, trams, trains, airlines, and light rail systems.

Transportation Alternatives Program (TAP) Funding – The transportation alternative funds (formerly the Transportation Enhancement program) designated to MAPA through NDOT and Iowa DOT to construct projects in the transportation management area.

Transportation Alternatives Program Committee (TAP-C) - Manages the transportation alternative funds from FHWA and approves and selects trail, bicycle, pedestrian, and multi-modal projects throughout the Omaha-Council Bluffs transportation management area.

Transportation Improvement Program (TIP) - A 6-year financial program that describes the schedule for obligating federal funds to state and local projects. State, regional and local transportation agencies update the program each year to reflect priority projects in the metro area. The TIP has four years of fiscally constrained projects and two later years called illustrative years where the projects have not been ranked or scored.

Transportation Management Area (TMA) – The area within the greater Omaha-Council Bluffs Metropolitan Area where MAPA administers federally funded projects. The area is defined as Douglas and Sarpy Counties in Nebraska and the urbanized areas of western Pottawattamie County in Iowa.

Transportation Technical Advisory Committee (TTAC) – A committee of local experts and elected officials that guides continuing, comprehensive and coordinated transportation planning in the Omaha-Council Bluffs area. The committee also coordinates with its subcommittees such as the CTC and ProSeCom and participating state and federal agencies to implement the transportation improvement program by giving recommendations to the MAPA Board of Directors.

U.S. Department of Transportation (DOT) – The federal cabinet-level agency with responsibility for highways, mass transit, aviation, and ports. It is headed by the Secretary of Transportation. The DOT includes the FHWA and FTA among others.

1.3 Regional Transportation Funding

The FAST Act and previous transportation authorizations use the term suballocation to refer to portions of the federal funds apportioned to a State that must be used in specific areas within the State. MAPA receives an annual suballocation of funds for the following programs:

Surface Transportation Program Block Grants (STBG)

STBG funds a wide range of projects including construction, maintenance, and other projects on streets, highways, and bridges. STBG funding is extremely flexible and can be utilized for other projects including capital transit projects, enhancement projects, transportation demand management projects (e.g. carpool and vanpool), safety improvements, planning studies, natural habitat and wetlands mitigation efforts, and intelligent transportation systems (ITS) improvements, among others.

The MAPA Region receives funding from both the Nebraska and Iowa allocations of STBG. Note that the period of availability of these funds runs for the year of apportionment (the first year of the TIP) plus three subsequent fiscal years. Therefore, funding apportioned to the MAPA region in FY2020 is available to be spent from FY2020 to FY2023.

Beginning in FY2019, some projects in the Iowa portion of MAPA's TMA will become eligible for Iowa DOT's Swap program. Projects that would have received STBG funds can swap those funds for Iowa Primary Road funds. In the development of the FY2019 program, representatives from MAPA and Iowa DOT met to review upcoming projects and identify candidates for Swap. MAPA has agreed to participate in the Swap program and projects identified as eligible in coordination with Iowa DOT are marked as 'STBG-MAPA (Swap)' in the project tables in Section 5

Transportation Alternatives Program (TAP)

TAP projects are federally funded, community-based projects that expand travel choices and enhance the transportation experience by integrating modes and improving the cultural, historic, and environmental aspects of our transportation infrastructure. Much like the STBG-MAPA program, funding for these projects is suballocated to the MAPA region by the states. TAP projects must be one of several eligible activities and must relate to surface transportation, including the following:

Pedestrian and Bicycle Facilities (including ADA improvements)	Vegetation Management
Safe Routes for Non-Drivers	Archaeological Activities
Conversion of Abandoned Railway Corridors to Trails	Environmental Mitigation
Scenic Turn-Outs and Overlooks	Stormwater Mitigation
Outdoor Advertising Management	Wildlife Management
Historic Preservation & Rehabilitation of Historic Transportation Facilities	

FTA Section 5310 - Enhanced Mobility of Seniors and Individuals with Disabilities

Section 5310, Federal Transit Act (49 U.S.C. §5310), authorizes the Secretary of the USDOT to make grants for the provision of transportation services meeting the special needs of seniors and individuals with disabilities. Generally, funds from this program can be used for operating expense by coordinated transit providers and for capital expenditures such as new vehicles, automatic vehicle location (AVL) systems, and other equipment purchases.

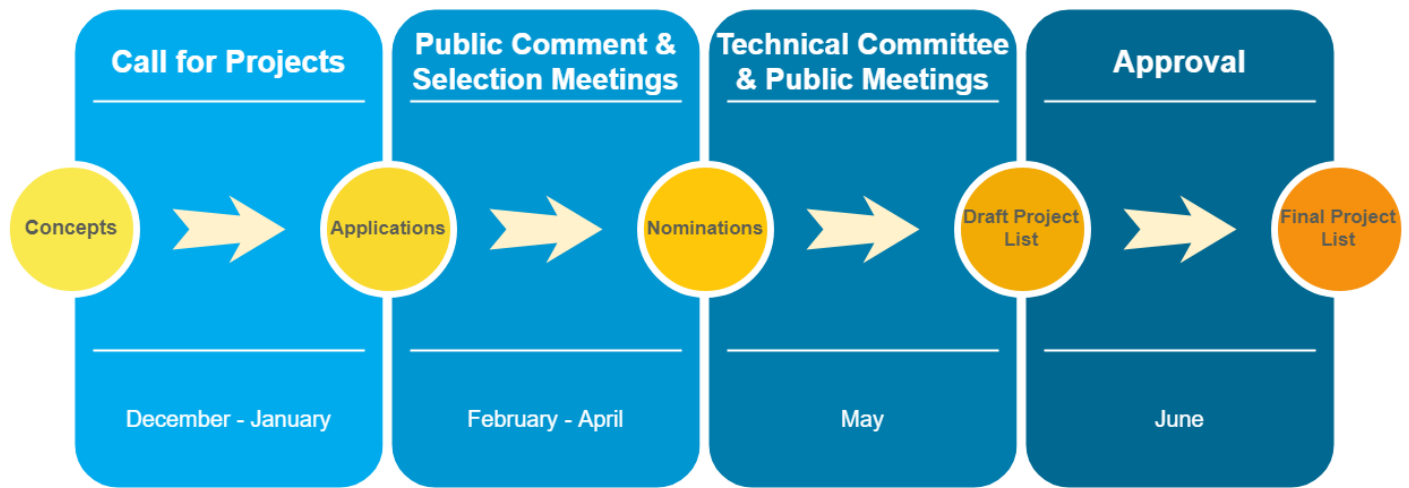
MAPA has been designated by the governors of Nebraska and Iowa to administer the Section 5310 program for the Omaha-Council Bluffs region. The Coordinated Transit Committee oversees the development of MAPA's Coordinated Transportation Plan (CTP) – the guiding document for the Section 5310 program's administration.

Under the FAST Act MAPA receives approximately \$530,000 of Section 5310 funding annually from FTA to fund these kinds of projects throughout the metropolitan region.

Section 2 - Project Selection

2.1 General Process and Selection Criteria

The transportation planning processes described above inform how MAPA selects projects for inclusion in the TIP. In general, projects are chosen on the basis of public input, Long Range Transportation Plan goals, the Congestion Management Process, and continuous efforts by MAPA jurisdictions to monitor and address needs such as safety, signalization, operations, and maintenance. Project selection methodology differs depending on the funding program and location. The graphic below displays the general timeline for selecting projects for inclusion in the TIP. Project selection processes differ based upon the jurisdiction leading the process, but all Federal-Aid projects in the MAPA MPO area must ultimately be approved by the Transportation Technical Advisory Committee and the MAPA Board of Directors.



Once all applications are received MAPA staff releases them for public comment via the MAPA website, Facebook, Twitter, a paid public notice, and a press release. Following the comment period the Project Selection Subcommittee (ProSeCom - STBG), Transportation Alternatives Program Committee (TAP-C - TAP), and the Coordinated Transit Committee (CTC - 5310) all evaluate projects for their respective funding streams. MAPA staff members compile the project rankings and present them to the appropriate selection committee for review during Project Selection meetings. During these meetings committees may also consider additional criteria that may be relevant to the project selection (existing network continuity, phasing feasibility, equity, etc.) and select a list of projects. Jurisdictions whose projects are rejected have the opportunity to appeal this decision at subsequent appeals hearings.

Following the selection meetings, MAPA staff work to program the selected projects into the TIP based upon the ranking, available funding, and realistic project phasing. Selected projects are included in the draft TIP which is presented to the public, MAPA's Transportation Technical Advisory Committee, and MAPA's Board of Directors.

FY2020 Project Selection Schedule

- December 17, 2018 - Call for Projects
- January 18, 2019 - Application Deadline
- March 13, 2019 - Applications Released for Public Comment
- February 22, 2019 - TAP-C Selection Meeting
- May 24, 2019 - Draft TIP Presented to TTAC
- May 30, 2019 - Draft TIP Presented to Board of Directors & Released for Public Comment
- June 19, 2019 - Draft TIP Public Meeting
- June 21, 2019 - Final TIP Presented to TTAC
- June 27, 2019 - Final TIP Presented to Board of Directors

2.2 Project Selection Criteria

STBG Selection Criteria

STBG project applications are evaluated with a mixture of qualitative and quantitative data based on which of three categories they align with:

General Roadway

Priority Corridors (High, Medium, Low)
 Future Year Level of Service
 Reliability Index
 Environmental Justice (EJ) Areas
 Redevelopment Areas
 Pavement Condition
 Percentage Local Match (points awarded over 30% match)

Ability to Advance Construct (AC) Project
 Crashes per Million Vehicles & Crash Severity Index
 Bridge Sufficiency
 Bridge Status (Structurally Deficient and/or Functionally Obsolete)
 Bridge Detour Length
 Transportation Emphasis Areas

Alternative Transportation

Public Health Benefits
 Percentage Local Match (points awarded over 30% match)
 Air Quality Benefits
 Walkability, Access, & Equity

Community Neighborhood Facilities & Land Use Connectivity
 Link-Node Ratio
 Bicycle & Pedestrian Safety

Systems Management

Delay Reduction (2040 Level of Service Improvement)
 Percentage Local Match

Benefits of Proposed Study
 Multi-Jurisdictional Impacts

Heartland 2050 Mini-Grant Selection Criteria

MAPA sets aside \$330,000 of regional STBG funds for projects that align with the Heartland 2050 vision. Applications are evaluated using criteria in the Heartland 2050 Action Plan based on Equity, Inclusivity, Efficiency, and Local Control/Regional Benefit.

TAP Selection Criteria

MAPA coordinated with local stakeholders on its Regional Bicycle-Pedestrian Plan to identify and prioritize corridors for bicycle and pedestrian infrastructure. During the fall of 2014, the TAP-C updated MAPA's TAP criteria using a prioritization model developed as a part of the Regional Bicycle-Pedestrian Plan. These criteria are based upon a diverse set of socioeconomic and transportation-related data that assist the TAP-C with funding decisions. The revised criteria are comprised of measures in the following categories:

Factor	Weight	Selection Criteria	Data Source	Buffer (if applicable)
Support	5	Local Match %	Project Application	—
		Multi-Jurisdictional/ Partnerships	Project Application and Documentation	—
		Physical Separation of Proposed Facility	Project Application and MAPA Review	—
Safety	7	Density of Pedestrian Crashes (Pedestrian Crashes (2011- 2013)/Route Length)	NDOT Highway Safety Improvement Database; INTRANS Crash Database	—
		Posted Speed Limit	Project Application and MAPA Review	—
		Future Traffic Volume (ADT)	MAPA Travel Demand Model	Volume within Project Corridor
		Population density within 1/2 mile	MAPA Land Use Activity Allocation Model (LUAAM)	1/2 Mile
Demand	6	Employment density within 1/2 mile	MAPA Land Use Activity Allocation Model (LUAAM)	1/2 Mile
		Proximity to Schools (Including Universities)	INFOGROUP data and MAPA Review	1/4 Mile
		Level of Transit Service	Metro Transit	1/4 Mile
Connectivity	9	Connectivity to Existing Facilities	MAPA Regional Bicycle- Pedestrian Master Plan	1/4 Mile
		Connectivity to MAPA Priority Corridors	MAPA Project Selection Committee (ProSeCom)	1/4 Mile
		Proximity to Environmental Justice Areas	MAPA Transportation Improvement Program (TIP)	Within EJ Area; partially within EJ area
Equity	6	Community Access to a Vehicle (% No Vehicle Households)	2012 American Community Survey	1/2 Mile

5310 Selection Criteria

Section 5310 projects are evaluated based on their contribution to the region. Determination of a program's regional significance is based on ridership, service availability, service type (medical, employment, education, general living, and/or recreational), and sustainability (the ability to carry on the program in the absence of 5310 funds). More details about the 5310 selection process can be found in MAPA's Section 5310 Program Management Plan located on our website at <http://mapacog.org/reports/5310-program-management-plan/>

2.3 TIP Fee

Beginning July 1, 2018, MAPA will collect a "TIP fee" for federal-aid projects in the Transportation Improvement Program (TIP) funded through the regional Surface Transportation Block Grant Program (STBG) and the regional Transportation Alternatives Program (TAP). These funding sources are identified in the TIP as STBG-MAPA and TAP-MAPA, respectively. The fee will be collected from members that are within the Transportation Management Area (TMA), also referred to as the Metropolitan Planning Organization (MPO). The amount of the TIP fee and the specific federal funding programs for which the fee is required shall be identified in the TIP annually and approved by the Board of Directors.

The TIP fee applies to all project phases programmed in the implementation year of the TIP. The implementation year refers to the first year of the TIP program, which begins on October 1 of each year. Total obligations for implementation year projects will be identified by end of year reports from the Nebraska and Iowa Departments of Transportation. Invoices for TIP fees will be issued no later than November 30th of the following fiscal year. Therefore, TIP fees related to obligations in FY2020 will be assessed by November 2020.

The TIP fee does not apply to projects utilizing other funding sources that are included in the TIP (State projects, transit projects, HSIP/TSIP, CMAQ, etc.). STBG-MAPA and TAP-MAPA projects with total project costs less than \$100,000 and all planning studies shall be exempt from the TIP fee.

The amount of the TIP fee shall be one percent (1%) of the federal funds on a project up to \$10,000,000. Projects with more than \$10,000,000 of federal funding will be assessed one percent (1%) of the first \$10,000,000 and one-half percent (0.5%) for the amount over \$10,000,000.

2.4 Other Federal Transportation Programs

The majority of Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) program funds in the TIP are not directly suballocated to MAPA. In general, NDOT, Iowa DOT, and Metro Transit make programming decisions for these funding programs and MAPA cooperates with the states and local jurisdictions to program the projects in the TIP appropriately.

Congestion Mitigation and Air Quality (CMAQ)

The CMAQ program was implemented to support surface transportation projects and other related efforts that contribute air quality improvements and provide congestion relief.

Highway Safety Improvement Program (HSIP)

HSIP is a core Federal-aid program designed to reduce traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal lands.

System Preservation Projects

These include state-directed projects for maintenance of highways and bridges in the region. These typically use state STBG funds outside of those apportioned to the Omaha-Council Bluffs region.

Federal Transit Administration Projects

Federal funding for transit projects under Sections 5339 - Bus and Bus Facilities and 5307 - Urbanized Area Formula - are directed to Metro Transit to support their operations.

Federal Aviation Administration Programs

In addition to surface transportation projects, the MAPA TIP also includes a list of projects programmed by the Federal Aviation Administration (FAA) of the USDOT. Under the FAST Act, federally funded airport improvement projects are must be contained in the regional Transportation Improvement Plan. For that purpose, MAPA coordinates annually with the Omaha Airport Authority to ensure that regionally significant projects are included within the Transportation Improvement Program.

2.5 Revisions to the TIP

Amendments

Amendments involve major project changes including the addition or deletion of a project, substantial cost changes, moving a project in or out of the four fiscally-constrained years, or a major change in design concept or scope change. MAPA considers the following to be major changes:

- Increasing a project's cost by 20% (30% for Iowa projects) or \$2 million, whichever is greater

- Adding a project to the four-year program
- Changing the source of federal-aid for a project
- Changing the scope or termini of a project

Amendments require public review and re-demonstration of fiscal constraint. Formal amendments should be submitted to MAPA staff at least two weeks prior to one of the eleven regularly scheduled meetings of the Transportation Technical Advisory Committee (TTAC). Staff will review the amendment for impact on fiscal constraint and other factors and present the proposed amendment to TTAC. The amendment is then considered by the MAPA Board of Directors and submitted to the state DOTs and FHWA/FTA for final approval and incorporation into the Statewide Transportation Improvement Programs (STIP).

TIP amendment requests which may drastically alter the fiscal constraint of MAPA's regional funding and/or constitute a "new project" based on major scope changes may be recommended to MAPA's project selection committees to be prioritized in the next application cycle. In general, reconsideration of a project in this way would only occur when requests would greatly exceed the base TIP amendment thresholds or when construction costs increase 100% or more.

Administrative Modifications

Administrative modifications involve minor changes to TIP projects. These include any changes that do not meet the criteria listed for an amendment. For instance, if a project is moved from the third year to the second year within the fiscally-constrained TIP it would not constitute a "major" change and thus, would not trigger an amendment. Other examples of revisions that would be eligible for an administrative modification include cost changes that are less than amounts described above, minor changes to project descriptions, or splitting an entry already in the TIP, where the intent is not to add a new project that is distinct from the original TIP entry, but to more smoothly implement the original TIP entry.

To process the Administrative Modification, MAPA submits a letter with the proposed project change to NDOT and FHWA/FTA, and for projects in Iowa, MAPA submits proposed project modifications through the Transportation Project Management System (TPMS). After approval, the changes will be made in the MAPA TIP document and the Statewide Transportation Improvement Programs (STIP).

Projects that are eligible as administrative modifications can still be changed as an amendment. MAPA staff reserve the right to process a proposed revision as an amendment even if a project qualifies as an administrative modification.

Emergency Amendments

Occasionally, situations may arise when an emergency amendment to the TIP is necessary. These are processed on an expedited basis due to circumstance which cannot wait for the next TTAC or MAPA Board meeting. For example, the American Recovery and Reinvestment Act of 2009 ("Stimulus") required several changes to cost estimates in the TIP to be made in an expedited manner in order to meet deadlines and remain eligible for federal funding. Such amendments are only allowed by MAPA in cooperation with the States of Nebraska and Iowa, FHWA/FTA, and the local jurisdictions involved with the project(s). Emergency amendments are not used as a means of circumventing review by TTAC or the public, but are only utilized in response to truly extraordinary circumstances in which expedited processing of an amendment of a non-controversial matter is necessary.

If all parties involved with a project agree that an emergency amendment is necessary, then the amendment and documentation will be prepared by MAPA staff. TTAC voting members will be notified of the proposed emergency amendment and a meeting will be scheduled. In accordance with the Open Meetings Laws of both Iowa and Nebraska, MAPA will provide 24 hours of advance notice of any emergency meeting in public places and on the MAPA website. Following the emergency TTAC meeting, the MAPA Board of Directors will consider any emergency amendments. Emergency amendments may be considered at a regularly scheduled Board or TTAC meeting, specially-convened meetings, or by voice vote via telephone or a videoconference. If teleconferencing or videoconferencing technology is to be used to conduct a voice vote, locations at which the public can hear and participate in the emergency meeting will be noted in the meeting notice. Teleconferencing or videoconferencing will only be used when a meeting of the full Board or TTAC is impractical, and at least one Board or TTAC member will be present at the location where the public is gathering to participate in the meeting. In all cases, the emergency circumstances necessitating the meeting and the use of teleconferencing or videoconferencing technology will be noted in the meeting agenda and minutes.

Section 3 - Fiscal Constraint

3.1 Background and Assumptions

MAPA’s Transportation Improvement Program (TIP) includes a financial plan that provides reasonable estimates for costs, revenues, and strategies for the projects and programs identified in the TIP. Here we assess the project costs by funding program and compares them to the anticipated revenues in each funding program. MAPA’s TIP must be fiscally-constrained, meaning that project costs must not exceed reasonably anticipated funding revenues.

The fiscal constraint analysis in this TIP is dependent upon figures provided by the USDOT, the Federal Highway Administration (FHWA), the Iowa Department of Transportation (Iowa DOT), and the Nebraska Department of Transportation (NDOT). For Federal-Aid projects in the MAPA region, local jurisdictions are identified and the specific matching funds required for the Federal-Aid program are allocated by project.

This TIP also identifies the “operations and maintenance” expenditures by jurisdiction as required by the FAST Act, the current authorizing legislation for the Federal-Aid Highways Program (FAHP). Operations and maintenance expenditures are the total of the day to day cost to keep the system functioning. Example operations and maintenance projects include resurfacing, restoration, and rehabilitation projects (3R projects) and other incidental capital and operations costs necessary to deliver an efficient and effective transportation system.

Year of Expenditure Calculations

To give the public a clear picture of what can be expected (in terms of project cost) as well as to properly allocate future resources, projects beyond the first year of this TIP are adjusted for inflation. When project costs have been inflated to a level that corresponds to the expected year of project delivery this means that the project has been programmed with year of expenditure (YOE) dollars. YOE programming is required by federal law and the MPO is responsible for programming costs in the YOE. MAPA anticipates a 3 percent annual rate of inflation over the period of this TIP. This estimate is based upon the Consumer Price Index, published by the US Bureau of Labor Statistics. This 3 percent rate is added to each project’s costs annually and can be seen in the fiscal constraint tables for each fiscal year for both FTA and FHWA’s funding programs. During the period of 2016-2019, the CPI grew nationally by 1.9 percent on average annually. MAPA is using discretion in estimating a higher rate of inflation to create a more conservative estimate of project costs.

Revenue Estimation

Revenue estimates for STBG-MAPA funding are also included in this document. MAPA relies upon estimates from Iowa DOT and NDOT for annual apportionments of federal funding. These estimates are based upon formulas in the FAST Act and are further subject to the obligation limitation. The obligation limitation is a percentage of the overall federal apportionment that can be spent in a given year. For the previous 5 years, the obligation limitation has been between 92% and 98% of the total apportionment level. This means that of the total funding apportioned to a state in a given year the state may only spend a between 92% and 98% of that total balance in its various programs. This obligation limitation is a safeguard that is utilized to ensure that funding exists for all states and programs in a given year.


Each year prior to development of the Iowa DOT’s Five-Year Program and the Statewide Transportation Improvement Program both state and federal revenue forecasts are completed to determine the amount of funding available for programming. These forecasts are a critical component in the development of the Five-Year Program and as such are reviewed with the Iowa Transportation Commission. The primary sources of state funding to the DOT are the Primary Road Fund and TIME-21 Fund. These state funds are used for the operation, maintenance and construction of the Primary Road System. The amount of funding available for operations and maintenance are determined by legislative appropriations. Additional funding is set aside for statewide activities including engineering costs. The remaining funding is available for right of way and construction activities associated with the highway program. Along with the state funds, the highway program utilizes a portion of the federal funds that are allocated to the state. A federal funding forecast is prepared each year based on the latest apportionment information available. This forecast includes the various federal programs and identifies which funds are allocated to the Iowa DOT for programming and which funds are directed to locals through the MPO/RPA planning process, Highway Bridge Program and various grant programs. Implementation of a federal aid swap will increase the amount of federal funds that are utilized by the Iowa DOT.

3.2 Fiscal Constraint and Federal Funding Tables

The tables below list the total federal funding amounts programmed in MAPA’s TIP for each federal funding program by year and demonstrates fiscal constraint across all of MAPA’s federal programs. The tables list the expected revenues (annual obligation) and expenditures (programmed funds) for the four fiscally constrained years of the MAPA TIP. Funding targets are provided annually by Iowa DOT and NDOT for programming purposes. Spending Authority includes the beginning balance.

Federal Funding Summary by Program

Table 3.1 - Nebraska Roadway & Trail Projects by Federal Program (in \$1,000s)

Program 	'20 Fed. Aid	'21 Fed. Aid	'22 Fed. Aid	'23 Fed. Aid	Non-Fed	Total	Spend Auth.	Bal.
CMAQ	\$48.00				\$0.00	\$48.00	\$48.00	\$0.00

Program	'20 Fed. Aid	'21 Fed. Aid	'22 Fed. Aid	'23 Fed. Aid	Non-Fed	Total	Spend Auth.	Bal.
FTA 5310	\$255.15	\$337.33	\$435.39		\$484.23	\$1,512.10	\$1,027.87	\$0.00
FTA 5311	\$48.00				\$12.00	\$60.00	\$48.00	\$0.00
FTA 5339	\$805.78	\$902.94	\$913.75	\$868.21	\$675.25	\$4,165.93	\$3,490.68	\$0.00
HSIP	\$5,980.22				\$2,141.66	\$8,121.88	\$5,980.22	\$0.00
NHPP	\$31,062.00	\$23,899.00	\$19,683.00	\$2,938.00	\$14,799.00	\$92,381.00	\$77,582.00	\$0.00
STBG-MAPA	\$38,135.00	\$16,366.00	\$6,833.53	\$24,315.02	\$15,765.00	\$101,414.55	\$87,212.00	\$1,562.45
STBG-State	\$1,684.00	\$3,227.00	\$1,217.00		\$1,903.00	\$8,031.00	\$6,128.00	\$0.00
TAP-MAPA	\$405.00	\$2,958.67	\$1,442.00	\$1,483.00	\$5,958.17	\$12,246.84	\$7,340.00	\$1,051.33
Total	\$78,423.15	\$47,690.94	\$30,524.67	\$29,604.23	\$41,738.31	\$227,981.30	\$188,856.77	\$2,613.78

Table 3.2 - Iowa Roadway & Trail Projects by Federal Program (in \$1,000s)

Program	'20 Fed. Aid	'21 Fed. Aid	'22 Fed. Aid	'23 Fed. Aid	Non-Fed	Total	Spend Auth.	Bal
FTA 5310	\$314.47	\$88.50	\$50.82		\$113.45	\$567.24	\$453.79	\$0.00
NHPP	\$39,955.00	\$126,824.00	\$130,220.00	\$3,437.00	\$33,379.00	\$333,815.00	\$300,436.00	\$0.00
PL	\$133.00	\$133.00	\$133.00	\$133.00	\$132.00	\$664.00	\$532.00	\$0.00
STBG-MAPA	\$808.00	\$1,522.00	\$3,929.00	\$3,450.00	\$3,062.50	\$12,771.50	\$19,474.00	\$9,765.00
STBG-MAPA (Swap)		\$3,260.00	\$4,285.00		\$2,224.25	\$9,769.25	\$7,545.00	\$0.00
TAP-MAPA	\$496.70		\$328.00		\$207.00	\$1,031.70	\$961.00	\$136.30
Total	\$41,707.17	\$131,827.50	\$138,945.82	\$7,020.00	\$39,118.20	\$358,618.69	\$329,401.79	\$9,901.30

Table 3.3 - Total Regional Roadway & Trail Projects by Federal Program (in \$1,000s)

Program	'20 Fed. Aid	'21 Fed. Aid	'22 Fed. Aid	'23 Fed. Aid	Non-Fed	Total	Spend Auth.	Bal.
CMAQ	\$48.00				\$0.00	\$48.00	\$48.00	\$0.00
FTA 5307	\$7,802.23	\$7,653.95	\$8,800.65	\$8,957.26	\$8,303.49	\$41,517.58	\$35,405.05	\$2,190.96
FTA 5310	\$569.62	\$425.83	\$486.21		\$597.68	\$2,079.34	\$2,120.00	\$638.34
FTA 5311	\$48.00				\$12.00	\$60.00	\$48.00	\$0.00
FTA 5339	\$805.78	\$902.94	\$913.75	\$868.21	\$675.25	\$4,165.93	\$3,649.62	\$158.94
HSIP	\$5,980.22				\$2,141.66	\$8,121.88	\$5,980.22	\$0.00
NHPP	\$71,017.00	\$150,723.00	\$149,903.00	\$6,375.00	\$48,178.00	\$426,196.00	\$378,018.00	\$0.00
PL	\$133.00	\$133.00	\$133.00	\$133.00	\$132.00	\$664.00	\$532.00	\$0.00
STBG-MAPA	\$38,943.00	\$17,888.00	\$10,762.53	\$27,765.02	\$18,827.50	\$114,186.05	\$106,686.00	\$11,327.45
STBG-MAPA (Swap)		\$3,260.00	\$4,285.00		\$2,224.25	\$9,769.25	\$7,545.00	\$0.00
STBG-State	\$1,684.00	\$3,227.00	\$1,217.00		\$1,903.00	\$8,031.00	\$6,128.00	\$0.00


Program 	'20 Fed. Aid	'21 Fed. Aid	'22 Fed. Aid	'23 Fed. Aid	Non-Fed	Total	Spend Auth.	Bal.
TAP-MAPA	\$901.70	\$2,958.67	\$1,770.00	\$1,483.00	\$6,165.17	\$13,278.54	\$8,301.00	\$1,187.63
Total	\$127,932.55	\$187,172.39	\$178,271.14	\$45,581.49	\$89,160.00	\$628,117.57	\$554,460.89	\$15,503.32

Table 3.4 - Iowa STBG Program Summary (in \$1,000s)

Fund Name	2020	2021	2022	2023	2024	2025
Beginning Balance	\$11,248.00	\$12,420.00	\$9,676.00	\$3,541.00	\$2,220.00	-\$2,728.00
Spending Authority	\$1,980.00	\$2,038.00	\$2,079.00	\$2,129.00	\$1,999.00	\$1,999.00
Project Cost	\$808.00	\$4,782.00	\$8,214.00	\$3,450.00	\$6,947.00	\$0.00
Final Balance	\$12,420.00	\$9,676.00	\$3,541.00	\$2,220.00	-\$2,728.00	-\$729.00

Table 3.5 - Nebraska STBG Program Summary (in \$1,000s)

Fund Name	2020	2021	2022	2023	2024	2025
Beginning Balance	\$22,412.00	\$477.00	\$311.00	\$9,677.47	\$1,562.45	\$59.00
Spending Authority	\$16,200.00	\$16,200.00	\$16,200.00	\$16,200.00	\$16,200.00	\$16,200.00
Project Cost	\$38,135.00	\$16,366.00	\$6,833.53	\$24,315.02	\$17,703.45	\$4,216.56
Final Balance	\$477.00	\$311.00	\$9,677.47	\$1,562.45	\$59.00	\$12,042.44

Table 3.6 - Iowa TAP Program Summary (in \$1,000s)

Fund Name	2020	2021	2022	2023	2024	2025
Beginning Balance	\$520.00	\$131.30	\$242.30	\$25.30	\$136.30	\$247.30
Spending Authority	\$108.00	\$111.00	\$111.00	\$111.00	\$111.00	\$111.00
Project Cost	\$496.70	\$0.00	\$328.00	\$0.00	\$0.00	\$0.00
Final Balance	\$131.30	\$242.30	\$25.30	\$136.30	\$247.30	\$358.30

Table 3.7 - Nebraska TAP Program Summary (in \$1,000s)

Fund Name	2020	2021	2022	2023	2024	2025
Beginning Balance	\$2,968.00	\$3,656.00	\$1,790.33	\$1,441.33	\$1,051.33	\$2,144.33
Spending Authority	\$1,093.00	\$1,093.00	\$1,093.00	\$1,093.00	\$1,093.00	\$1,093.00
Project Cost	\$405.00	\$2,958.67	\$1,442.00	\$1,483.00	\$0.00	\$0.00
Final Balance	\$3,656.00	\$1,790.33	\$1,441.33	\$1,051.33	\$2,144.33	\$3,237.33

3.3 Advance Construction

The Advance Construction (AC) conversion program gives the flexibility and opportunity to locally fund projects and later convert the funding for federal funds. Projects are ranked through the STBG selection process, but are elected to be funded locally. All projects are selected for AC

in coordination with the Nebraska and Iowa DOT offices of program management. This process is shown in Table 3.10 and is available for all members of MAPA.

Table 3.8 - Advance Construction Projects (funding in \$1,000s)

Advance Construction Project	Project Number	Phase	Local Funding
2018 Bellevue Resurfacing Project	NE-22736	UTIL-CON-CE (AC)	\$4,216.56
2020 Bellevue Resurfacing Project		PE-NEPA-FD (AC)	\$8.00
2020 Bellevue Resurfacing Project		UTIL-CON-CE (AC)	\$1,582.40
36th Street Phase I N-370 - Sheridan	NE-22276	UTIL-CON-CE (AC)	\$5,546.25
156th Street	NE-22233	PE-NEPA-FD (AC)	\$70.00
180th Street, N. HWS Cleveland Blvd. to West Maple Road	NE-22224	UTIL-CON-CE (AC)	\$29,144.00
2014 Omaha Resurfacing Package	NE-22605	UTIL-CON-CE (AC)	\$3,312.77
2016 Omaha Resurfacing Program	NE-22681	UTIL-CON-CE (AC)	\$4,080.00
2017 Omaha Resurfacing Program	NE-22718	UTIL-CON-CE (AC)	\$4,876.80
2018 Omaha Resurfacing Program	NE-22735	UTIL-CON-CE (AC)	\$5,142.54
Omaha Resurfacing Program	OMA-051515-001	UTIL-CON-CE (AC)	\$4,571.71
		Total	\$62,551.03

Table 3.9 - Advance Construction Conversion (funding in \$1,000s)

Lead Agency	2020	2022	2023	2024	2025
Bellevue	\$0.00	\$0.00	\$1,590.40	\$4,437.00	\$4,216.56
Douglas	\$36,088.00	\$0.00	\$0.00	\$0.00	\$0.00
Omaha	\$0.00	\$11,710.33	\$3,500.00	\$13,266.45	\$0.00
Sum	\$36,088.00	\$11,710.33	\$5,090.40	\$17,703.45	\$4,216.56

3.4 Operations & Maintenance

The figures below were developed in consultation with state and local governments. Federal-aid and non-federal-aid estimates were derived by dividing the total operations and maintenance costs based on the mileage on the federal-aid system, as is the practice by Iowa DOT. MAPA estimates an inflation rate of 3 percent per year for operations and maintenance costs. Estimated revenues assume a more conservative growth rate of 2 percent per year. Iowa DOT's full program is available online at: https://iowadot.gov/program_management/five-year-p...

Table 3.10 - Projected Operations & Maintenance (FY 2020)

	Non-Federal O&M	Federal O&M	Total O&M
Iowa DOT O&M	-	\$1,404,656	\$1,404,656
Iowa Cities O&M	\$6,341,238	\$2,147,724	\$8,488,962
Nebraska O&M	\$97,941,612	\$40,004,320	\$137,945,932
Total O&M	\$104,282,850	\$43,556,700	\$147,839,550

Table 3.11 - Projected Operations & Maintenance (FY 2021)

	Non-Federal O&M	Federal O&M
Iowa DOT O&M	-	\$1,387,639
Iowa Cities O&M	\$6,531,475	\$2,212,156

	Non-Federal O&M	Federal O&M
Nebraska O&M	\$100,879,861	\$ 41,204,450
Total O&M	\$ 107,411,336	\$ 44,804,245

Table 3.12 - Projected Operations & Maintenance (FY 2022)

	Non-Federal O&M	Federal O&M
Iowa DOT O&M	-	\$1,432,115
Iowa Cities O&M	\$ 6,727,419	\$ 2,278,521
Nebraska O&M	\$ 103,906,257	\$ 42,440,584
Total O&M	\$ 110,633,676	\$ 46,151,220

Table 3.13 - Projected Operations & Maintenance (FY 2023)

	Non-Federal O&M	Federal O&M
Iowa DOT O&M	-	\$1,477,364
Iowa Cities O&M	\$6,929,242	\$2,346,876
Nebraska O&M	\$ 107,023,445	\$ 43,713,802
Total O&M	\$ 113,952,687	\$ 47,538,042

Projected Total Non-Federal-Aid Revenues

Table 3.14 - Projected Iowa DOT Revenues (in millions of dollars)

Revenues	2020	2021	2022
Primary Road Fund	\$687.70	\$693.80	\$703.20
TIME-21	\$135.00	\$135.00	\$135.00
Miscellaneous	\$25.00	\$25.00	\$25.00
Federal Aid	\$389.20	\$365.70	\$365.70
Total	\$1,236.90	\$1,219.50	\$1,228.90

Table 3.15 - Projected Iowa DOT Statewide Allocations (in millions of dollars)

Statewide Allocations	2020	2021	2022	2023
Operations & Maintenance	\$363.20	\$358.80	\$370.30	\$382.00
Consultant Services	\$82.50	\$82.50	\$82.50	\$82.50
Contract Maintenance	\$31.40	\$31.40	\$31.40	\$31.40
Railroad Crossing Protection	\$5.00	\$5.00	\$5.00	\$5.00
Miscellaneous Programs	\$34.80	\$34.80	\$34.80	\$34.80
Total	\$516.90	\$512.50	\$524.00	\$535.70
Funds Available for ROW/Construction	\$720.00	\$707.00	\$704.90	\$693.20

3.5 Federal Transit Administration Programs

Federal-aid transit projects in the MAPA region are funded through the Federal Transit Administration (FTA) of the USDOT. Federal funding for transit projects under Sections 5339 - Bus and Bus Facilities and 5307 - Urbanized Area Formula - are directed to Metro Transit to support their operations, while MAPA receives funding from Section 5310 - Enhanced Mobility of Seniors and Individuals with Disabilities. Federally funded transit improvement projects must be contained in the regional Transportation Improvement Program and fiscally constrained programs are included in below.

Table 3.16 - 5310 Program of Projects (figures in \$1,000s)

Phase	2020	2021	2022
Administration	\$100.00	\$50.00	\$50.00
Capital Expenditures	\$97.85	\$88.50	\$14.52

Phase	2020	2021	2022
Light-duty Bus	\$94.82	\$0.00	\$36.30
Lowered Floor Minivan	\$128.80	\$31.33	\$0.00
Operational Expenditures	\$97.55	\$99.71	\$172.43
Small Transit Bus	\$50.60	\$156.29	\$212.96
Total	\$569.62	\$425.83	\$486.21

Table 3.17 - 5310 Program Summary (figures in \$1,000s)

	FY19	FY20	FY21	FY22
Apportionment	\$530.00	\$0.00	\$530.00	\$530.00
Project Cost	\$474.07	\$479.29	\$425.83	\$486.21
Balance	\$55.93	\$50.71	\$104.17	\$43.79

Table 3.18 - 5310 Capital-Operations Breakdown (figures in \$1,000s)

Fund Name	FY16	FY17	FY18	FY19	FY20	FY21	FY22
% Capital	56%	51%	68%	62%	63%	52%	50%
% Operations	44%	44%	22%	28%	28%	28%	42%
Total Programmed	100%	95%	90%	90%	91%	80%	92%

5307 Program of Projects (figures in \$1,000s)

Phase	2019	2020	2021	2022	2023
35' Bus Replacement - 11.12.02	\$0.00	\$0.00	\$2,580.00	\$0.00	\$3,652.98
60' Bus Addition - 11.13.06	\$639.78	\$2,580.00	\$0.00	\$2,720.00	\$0.00
<30' Bus Replacement - 11.12.04	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00
ADA Services - 11.7C.00	\$1,106.25	\$858.65	\$875.82	\$893.34	\$793.26
Bus Route Signing - 11.32.09	\$0.00	\$40.00	\$0.00	\$40.00	\$0.00
Capital Enhancement Projects - 11.44.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
Computer Hardware - 11.42.07	\$250.00	\$60.00	\$8.00	\$12.00	\$48.00
Computer Software - 11.42.08	\$35.00	\$60.00	\$8.00	\$12.00	\$80.00
Construction of Bus Station/Terminal (Station) - 11.33.02	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee Housing/Meals - 50.30.00	\$5.50	\$8.00	\$8.00	\$8.00	\$8.00
Employee Travel - 50.10.00	\$5.50	\$8.00	\$8.00	\$8.00	\$8.00
Employee Tuition/Fees - 50.20.00	\$1.00	\$3.20	\$3.20	\$3.20	\$4.00
Office Equipment - 11.42.20	\$25.00	\$8.00	\$8.00	\$12.00	\$12.00
Planning - Other Activities - 44.27.00	\$275.00	\$209.22	\$209.22	\$209.22	\$209.22

Phase	2019	2020	2021	2022	2023
Planning Emphasis - Management and Operations - 44.26.15	\$250.00	\$180.00	\$180.00	\$180.00	\$180.00
Planning Emphasis - Safety and Security - 44.26.16	\$160.00	\$120.00	\$120.00	\$120.00	\$120.00
Preventative Maintenance (BGE) - 11.7A.00	\$525.00	\$0.00	\$0.00	\$0.00	\$0.00
Preventative Maintenance (Bus) - 11.7A.00	\$3,820.00	\$3,056.00	\$3,059.63	\$3,138.31	\$3,273.21
Program Support and Administration - 44.21.00	\$150.00	\$109.60	\$109.60	\$109.60	\$109.60
Project Administration - 11.79.00	\$5.00	\$63.80	\$76.14	\$888.00	\$60.00
Security Project - 11.42.09	\$500.00	\$80.00	\$80.00	\$80.00	\$80.00
Shelters - 11.32.10	\$250.00	\$86.82	\$88.55	\$90.32	\$79.33
Shop Equipment - 11.42.06	\$50.00	\$8.00	\$8.00	\$12.00	\$20.00
Short Range Transportation Planning - 44.24.00	\$250.00	\$180.00	\$180.00	\$180.00	\$180.00
Stationary Fare Equipment - 11.32.06	\$0.00	\$40.00	\$0.00	\$40.00	\$0.00
Support Vehicles - 11.42.11	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00
Transit Related Employee Education and Training - 11.7D.00	\$37.00	\$42.94	\$43.79	\$44.66	\$39.66
UTIL-CON-CE	\$1,025.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$10,265.03	\$7,802.23	\$7,653.95	\$8,800.65	\$8,957.26

Table 3.20 - 5307 Program Summary (figures in \$1,000s)

	FY2020	FY2021	FY2022	FY2023
Beginning Balance	\$5,422.10	\$4,829.87	\$4,422.22	\$3,270.66
Project Cost	\$7,802.23	\$7,653.95	\$8,800.65	\$8,957.26
Final Balance	\$4,829.87	\$4,422.22	\$3,270.66	\$2,190.96
Spending Authority	\$7,210.00	\$7,246.30	\$7,649.09	\$7,877.56

Table 3.21 - 5339 Program of Projects (figures in \$1,000s)

Phase	2020	2021	2022	2023
35' Bus Replacement - 11.12.02	\$805.78	\$902.94	\$913.75	\$868.21
Total	\$805.78	\$902.94	\$913.75	\$868.21

Table 3.22 - 5339 Program Summary (figures in \$1,000s)

	FY2020	FY2021	FY2022	FY2023
Final Balance	\$158.94	\$0.00	\$0.00	\$0.00
Project Cost	\$805.78	\$902.94	\$913.75	\$868.21
Spending Authority	\$964.72	\$902.94	\$913.75	\$868.21

Section 4 - Environmental Justice

4.1 Environmental Justice Populations

In 1997, the United States Department of Transportation (US DOT) issued its Order to Address Environmental Justice in Minority Populations and Low-Income Populations. The order addresses the requirements of Executive Order 12898 and sets forth US DOT's policy to promote the principles of environmental justice in all programs, policies, and activities under its jurisdiction. Since the DOT Order was issued, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) have been working with their state and local transportation partners to make sure that the principles of environmental justice are integrated into every aspect of their mission.

The three fundamental environmental justice principles include:

1. Avoiding, minimizing, or mitigating disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority and low-income populations.
2. Ensuring the full and fair participation by all potentially affected communities in the transportation decision-making process.
3. Preventing the denial of, reduction of, or significant delay in the receipt of benefits by minority and low-income populations.

To identify environmentally sensitive populations, MAPA conducted an analysis of census data at the tract level (2010 US Census and 2012-2015 American Community Survey). The analysis reviewed MAPA TMA populations to evaluate whether areas of disproportionate minority and low-income populations exist. The percentage of the population within each census tracts identified as low-income or minority was compared to the TMA average, using a normal range of one standard deviation above and below the average; 68 percent of all measurements fall within one standard deviation of the average in a normally distributed dataset. The remaining 32 percent is above and below this regional average. The MAPA TMA Percent Minority and Percent Poverty data sets are positively skewed and not normally distributed. To account for this, the data square root value was used to transform the dataset into a normal distribution. Those census tracts with a score greater than one standard deviation above the average (square root value) have a concentrated minority or low income population.

The map below illustrates the locations of EJ areas within the TMA by displaying census tracts with a ratio of minority and/or low-income populations significantly higher than the TMA average. The concentrations of minority or low-income populations were defined by the above mentioned methodology. These census tracts were determined to be environmentally sensitive areas of concern for evaluation purposes.

** INSERT EJ AREA MAP **

4.2 Funding Equity and Project Burden/Benefit

Environmentally sensitive areas were examined in relation to this Transportation Improvement Program's (TIP) fiscally constrained and federally funded roadway & trail projects for potential externalities that may affect these areas adversely. The locations of roadway projects were analyzed for equitable distribution of funding relative to the needs of the region. MAPA compared the environmentally sensitive areas to the programmed projects and joined them into one map to show the location of each project relative to the areas with potential environmental justice concerns. The map overlay can be seen below.

** INSERT EJ PROJECT MAP **

MAPA TIP projects were mapped in a Geographic Information System (GIS) and spatially analyzed for proximity and location within the environmental justice areas. Based on the transportation projects spatial relationship to Environmental Justice areas, the project funding was distributed in a variety of ways. The various spatial relationships and funding distributions are outlined below:

Completely within EJ Area

Projects located completely within EJ areas had 100 percent of the project funding allocated to the EJ areas.

Completely outside EJ Area

Projects located completely outside EJ areas had zero percent of the project funding allocated to the EJ areas.

Partially within EJ Area

Projects partially located within EJ areas had the project funding distributed proportionally. For example, if a one mile long road project had half of its length within EJ areas, 50 percent of the project funding was allocated to the EJ areas.

Adjacency to EJ Area

Many times major roadways are the census tract boundaries that were used in defining EJ areas (see Appendix D: Demographic Profile of the MAPA TMA for complete methodology of determining EJ areas). If a transportation project was located on an EJ boundary it is considered adjacent. The project funding was distributed proportionally based on its adjacency. For example, if a one mile long road project had half its length adjacent to an EJ area, 50 percent of the project funding was allocated to the EJ areas.

Abutting an EJ Area

When a project begins or ends abutting an EJ area the project falls within this category. These projects had 10percentof the project funds allocated to the EJ areas.

Non-Spatial Projects

Many projects do not have a single spatial location or a location specific impact. For example, a traffic control center impacts the complete jurisdiction with technology and system management. Furthermore, a traffic signal project may occur at various locations throughout a jurisdiction and these locations cannot be explicitly determined. These types of projects have the funding distributed based on geographic area proportions of the lead agency jurisdiction boundaries and EJ areas within that jurisdiction. That is to say that if a non-spatial project from a lead agency that has ten square miles of total incorporated area and EJ areas of two square miles, 20 percent of the project funds will be allocated to the EJ areas based on this proportion.

4.3 Findings

To assess the level to which environmental justice populations will be impacted by the projects listed in this TIP, MAPA staff reviewed the total project listing, distribution of equity, and assumed benefits and burdens based upon the methodology in this section. Using the methodology described above MAPA makes the following observations.

Distribution of Equity

Through analysis of the projects listed in this TIP and the project overlay map it is apparent that in terms of geographical distribution, most location-specific projects fall outside of any Environmental Justice area. Considering the region's anticipated future growth, most of the region's capital roadway projects are located in the suburban and developing areas where new development will require new capacity. The Environmental Justice areas are located in fully developed urban areas and MAPA forecasts little need to increase roadway capacities in these regions. Many traffic counts in the Environmental Justice areas have been declining or remaining stable in recent years. However, several major projects are within or have a spatial relationship to EJ areas.

Table 4.1 - Environmental Justice Projects (funding in \$1,000s)

TIP ID	Project Name	Lead Agency	Description	EJ Percent	EJ Funding	Fund Fed Sum
2020-009	I-80 Bridge Repair	NDOT	Br repair, approach repair/replace		\$0.00	\$5,238.00
2020-008	L-28B Bridge Repair	NDOT	Bridge repair		\$0.00	\$928.00
2020-007	N-92: Over Platte River	NDOT	Bridge repair		\$0.00	\$866.00
2020-006	US-75(SB): Chandler Rd. to I-480	NDOT	Mill, resurface, and bridge repair		\$0.00	\$2,938.00
2020-005	N-370 Traffic Signal Phasing	NDOT	Traffic signal phasing		\$0.00	\$80.00
2020-004	US-6: Traffic Signal Fiber Interconnect	NDOT	Add fiber optic to connect traffic signals		\$0.00	\$558.00

TIP ID	Project Name	Lead Agency	Description	EJ Percent	EJ Funding	Fund Fed Sum
2020-003	US-6 at 192nd St.	NDOT	Interchange improvements - project must be added to LRTP		\$0.00	\$0.00
2018-005	US-75: NB Ramp to Storz Expressway	NDOT	Conc repair, joint/crack seal, conc pvmt replacement		\$0.00	\$0.00
2020-002	US-6 at Harrison St.	NDOT	Add right turn lane		\$0.00	\$185.00
2016-011	US-75(SB) 'J' St. Bridge	NDOT	Bridge repair & overlay		\$0.00	\$1,144.00
2020-001	Leavenworth Street - 7th Street to 13th Street Reconfiguration	Omaha	The project will reconfigure the existing 4-lane section of Leavenworth Street between 7th Street and 13th Street to a 2-lane section with bike lanes, additional on-street parking, sidewalk improvements, and curb extensions at intersections. The total project length is 0.41 miles. Anticipated construction activities may include utility work, paving, grading, and drainage for curb extensions (including ADA improvements), as well as traffic signal modification, an asphalt overlay of the road surface, signage, and striping. The general layout of the reconfigured street will be similar to the attached conceptual striping plan, although changes will occur through the design process, and it is anticipated that curb extensions will be constructed at most intersections as part of the project.		\$0.00	\$734.00
2018-063	New Cassel Retirement Center 5310 Vehicle Purchase	New Cassel Retirement Center	FY2022 - Purchase one small transit bus.		\$0.00	\$53.24
2018-062	Notre Dame Housing 5310 Vehicle Purchase	Notre Dame Housing	FY2019 - Purchase one small transit bus.		\$0.00	\$48.00
2018-061	Heartland Family Service 5310 Vehicle Purchase	Heartland Family Service	FY2022 - Purchase one small transit bus.		\$0.00	\$53.24
2018-057	Region 5 Services 5310 Vehicle Purchases	Region 5 Services	FY2021 - Purchase one small transit bus.		\$0.00	\$51.92
2018-055	Omaha Housing Authority 5310 Vehicle Purchases	Omaha Housing Authority	FY2021 - Purchase one small transit bus.		\$0.00	\$48.00

TIP ID	Project Name	Lead Agency	Description	EJ Percent	EJ Funding	Fund Fed Sum
2018-053	City of Papillion 5310 Vehicle Purchases	Papillion	FY2016 - Purchase one small transit bus. FY2020 - Purchase one small transit bus. FY2021 - Purchase one small transit bus.		\$0.00	\$149.16
2018-052	City of Council Bluffs 5310 Vehicle Purchases	Council Bluffs	FY2016 - Purchase three light-duty buses. FY2017 - Purchase two light-duty buses. FY2020 - Purchase one light-duty bus. FY2022 - Purchase one light-duty bus.		\$0.00	\$388.36
2018-051	Southwest Iowa Planning Council 5310 Vehicle Purchases	SWITA	FY2020 - Purchase one lowered-floor minivan.		\$0.00	\$34.50
2018-049	City of La Vista 5310 Vehicle Purchases	La Vista	FY2019 - Purchase one small transit bus. FY2022 - Purchase one small transit bus.		\$0.00	\$102.52
2018-046	Intercultural Senior Center 5310 Vehicle Purchase	Intercultural Senior Center	FY2019 - Purchase one small transit bus.		\$0.00	\$49.28
2018-043	City of Bellevue 5310 Vehicle Purchases	Bellevue	FY2017 - Purchase one small transit bus. FY2018 - Purchase one small transit bus. FY2022 - Purchase one small transit bus.		\$0.00	\$149.24
2018-042	Eastern Nebraska Human Service Agency 5310 Vehicle Purchases	Eastern Nebraska Human Services Agency	FY2016 - Purchase one lowered-floor minivan FY2018 - Purchase three lowered-floor minivans. FY2019 - Purchase two lowered-floor minivans.		\$0.00	\$243.90
2018-041	Florence Home for the Aged 5310 Vehicle Purchase	Florence Home for the Aged	FY2018 - Purchase one small transit bus FY2019 - Purchase one lowered-floor minivan FY2021 - Purchase one small transit bus and one lowered-floor minivan		\$0.00	\$197.67
2018-040	Crossroads of Western Iowa 5310 Vehicle Purchases	Crossroads of Western Iowa/SWITA	FY2018 - Purchase two lowered-floor minivans. FY2020 - Purchase three lowered-floor minivans.		\$0.00	\$173.31

Based on the analysis presented above, environmentally sensitive populations are not being adversely affected by federally funded roadway and trail projects in the MAPA region. No projects are anticipated to have significantly negative impacts on the Environmental Justice populations. The table below summarizes the distribution of funds and based on the proportion of the population being served in the Environmental Justice areas (21 percent), these populations are receiving approximately 61 percent of the total federal funds in this TIP. This is over double the Environmental Justice population proportion of federal roadway and trail funds distributed.

Section 5 - Project Tables

Table 5.1 - Status of FY2019 Federal-Aid Roadway & Trail Projects

TIP ID	Project Name	Target Letting Date	October	January	March	May
NDOT						
2020-009	I-80 Bridge Repair		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
2020-006	US-75(SB): Chandler Rd. to I-480		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
2020-005	N-370 Traffic Signal Phasing		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
2020-004	US-6: Traffic Signal Fiber Interconnect		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
2018-005	US-75: NB Ramp to Storz Expressway		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			

TIP ID	Project Name	Target Letting Date	October	January	March	May
2020-002	US-6 at Harrison St.		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
Omaha						
2020-001	Leavenworth Street - 7th Street to 13th Street Reconfiguration		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
Papillion						
2018-053	City of Papillion 5310 Vehicle Purchases		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
Council Bluffs						
2018-052	City of Council Bluffs 5310 Vehicle Purchases		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
SWITA						
2018-051	Southwest Iowa Planning Council 5310 Vehicle Purchases		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
Crossroads of Western Iowa/SWITA						

TIP ID	Project Name	Target Letting Date	October	January	March	May
2018-040	Crossroads of Western Iowa 5310 Vehicle Purchases		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
Omaha						
2018-038	2018 Omaha Resurfacing Program	01/01/1970	Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
2018-028	Eastern Nebraska Electric Vehicle CMAQ Grant		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	City is locally-funding a location evaluation and they will either self-perform the charging station installation or hire local installers at the City's expense. Grant funding intended for purchase of the charging stations only.	
Douglas						
2015-039	180th Street, N. HWS Cleveland Blvd. to West Maple Road	06/07/2019	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	Review Appraisals completed. County will forward to NDOT for their review.	Awaiting "Notice to Proceed" to buy Right of way. NDOT reviewing appraisals Received "Notice to Proceed" to buy Right of Way	CORPS Approved Mitigation Site Permit - 4/8/19
MAPA						
2018-034	MAPA MPO Planning Allocation		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.		
Bellevue						

TIP ID	Project Name	Target Letting Date	October	January	March	May
2018-030	2018 Bellevue Resurfacing Project	01/01/1970	Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.	Plans and Environmental documents submitted to NDOT for review. Anticipated letting date 6/14/2018.		
Gretna						
2018-025	Gretna to Wehrspann Trail	01/01/1970	Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
MAPA						
2018-022	Heartland 2050 Mini-Grant Program		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.		
Iowa DOT						
2015-086	275 Bridge Cleaning		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
2018-017	I-80: I-29/80/480		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
NDOT						

TIP ID	Project Name	Target Letting Date	October	January	March	May
2018-010	Dewey - 20th St, Omaha (I-480)		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
2018-004	Elkhorn River Approaches	08/20/2020	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
Council Bluffs						
2015-014	Iowa Riverfront Trail III	01/01/1970	Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
Omaha						
2017-032	2017 Omaha Resurfacing Program	01/01/1970	Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
NDOT						
2017-029	I-680: I-80 to Fort Street		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
Iowa DOT						

TIP ID	Project Name	Target Letting Date	October	January	March	May
2017-026	I-80: Missouri River in Council Bluffs - Eastbound & Westbound		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
2017-024	I-680: Missouri River in Council Bluffs - Eastbound & Westbound		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
2017-023	I-480: Missouri River in Council Bluffs		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
Council Bluffs						
2017-021	East Beltway: Greenview Road - East Segment		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	Project will move to FY2020-21	No update needed, project moving to FY2020-21	No update needed, project moving to FY2020-21
2017-019	East Beltway: Greenview Road - West Segment		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	Project will move to FY2020-22	No update needed, project moving to FY2020-22	No update needed, project moving to FY2020-22
PMRNRD						
2017-017	West Papio Trail - Millard Connection	01/01/1970	Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			

TIP ID	Project Name	Target Letting Date	October	January	March	May
Omaha						
2016-071	2016 Omaha Resurfacing Program	01/01/1970	Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
NDOT						
2017-005	I-80/480/US-75 Bridge Painting	08/20/2020	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	10 Bridges in I-480/80/75. Contractor means and methods being consulted by NDOT bridge to determine traffic accommodations. High Likelihood of night time work.	
2017-002	N-36 Resurfacing	08/26/2021	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	Detour at Zorinski Bridge to maintain 2-Way traffic.	
Omaha						
2016-070	30th Street Road Diet	12/12/2019	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update.	
NDOT						
2016-066	Nebraska Statewide Van Pool		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
Omaha						

TIP ID	Project Name	Target Letting Date	October	January	March	May
2015-019	2014 Omaha Resurfacing Package	01/01/1970	Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
2016-045	Omaha Resurfacing Program		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update.	
NDOT						
2016-023	24th Street Interstate Bridge	08/29/2019	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	Construction awarding must be tied/coordinated with Omaha project CN 22506, "24th St. Complete St. Project" for traffic phasing needs.	
2016-022	US-75 Bridge Approaches, Bellevue		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			
2016-019	US-275: 25th Street - 23rd Street		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
2016-009	I-480: 20th Street - Missouri River Bridges (WB)		Project has entered the implementation year of the TIP; funds to be obligated before the end of the federal fiscal year.			

TIP ID	Project Name	Target Letting Date	October	January	March	May
2016-008	I-480: 20th Street - Missouri River Bridges (EB)	08/20/2020	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	Eastbound Structure. Westbound 22611A.	
2016-006	(EB) I-80 Bridges In Omaha	08/29/2019	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
2015-152	I-680/US-6 Bridges, Omaha		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	
Council Bluffs						
2015-075	Interstate Utility Relocation		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	Project will move to FY2020.	No update needed, project moving to FY2020	
Omaha						
2015-065	24th Street Road Diet	10/03/2019	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update.	
2015-052	168th Street - West Center Road to Poppleton Street	12/12/2019	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update.	
Bellevue						

TIP ID	Project Name	Target Letting Date	October	January	March	May
2015-048	36th Street Phase I N-370 - Sheridan	02/06/2020	A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	90% plans for Dept of Defense (DOD) area submitted to NDOT 4/16/2018. Previous anticipated schedule remains unchanged with overall 90% plan submittal still scheduled for 7/25/2018.	90% Plans submitted 7/24/2018. NDOT issued Notice to Proceed on Right-of-Way appraisals on 1/28/2019. Appraiser has completed field inspections 3/20/2019. Appraisals expected to be completed for NDOT review by mid-May.	No update.
Bennington						
2015-046	156th Street		A phase of this project has entered the implementation year; funds to be obligated before the end of this FFY.	No update.	No update provided.	

5.1 TIP Project Map

MAPA TIP Projects

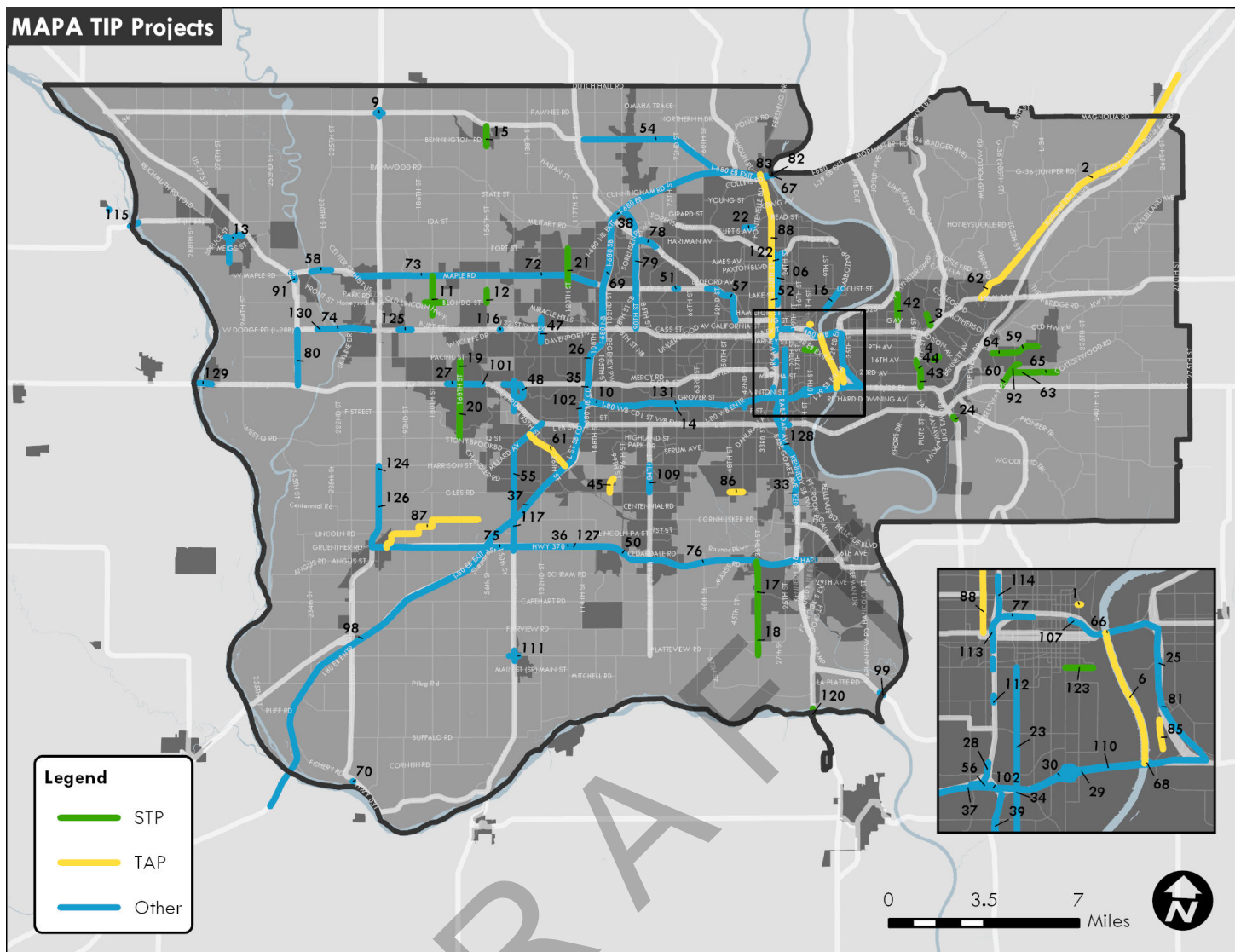


Table 5.2 - Mapped Project List

TIP ID	Project Name	Lead Agency	Map Number ↕
2015-001	North Downtown Riverfront Pedestrian Bridge	Omaha	1
2015-007	Pottawattamie County Multi-Use Trail - Phase 1	Pottawattamie	2
2015-011	Harrison Street Reconstruction	Council Bluffs	3
2015-012	W Graham Ave Reconstruction	Council Bluffs	4
2015-013	Omaha Signal Infrastructure - Phase A1	Omaha	5
2015-014	Iowa Riverfront Trail III	Council Bluffs	6
2015-019	2014 Omaha Resurfacing Package	Omaha	7
2015-022	42nd Street Bridge, C to D Street	Omaha	8
2015-027	Jct N-31/N-36 Intersection Improvements	NDOT	9
2015-036	EB I-80 at I-680	NDOT	10
2015-039	180th Street, N. HWS Cleveland Blvd. to West Maple Road	Douglas	11
2015-040	156th Street Phase Two	Omaha	12

TIP ID	Project Name	Lead Agency	Map Number 
2015-042	Western Douglas County Trail	PMRNRD	13
2015-043	72nd & D Street Viaduct	Omaha	14
2015-046	156th Street	Bennington	15
2015-047	Riverfront Trail - Phase 4	Omaha	16
2015-048	36th Street Phase I N-370 - Sheridan	Bellevue	17
2015-050	36th Street Phase II	Bellevue	18
2015-052	168th Street - West Center Road to Poppleton Street	Omaha	19
2015-054	168th Street - West Center Road to Q Street	Omaha	20
2015-055	120th Street	Omaha	21
2015-063	OPS McMillan Middle School SRTS Project	Omaha	22
2015-065	24th Street Road Diet	Omaha	23
2015-075	Interstate Utility Relocation	Council Bluffs	24
2015-086	275 Bridge Cleaning	Iowa DOT	25
2015-152	I-680/US-6 Bridges, Omaha	NDOT	26
2016-004	US-275: West Papillion Creek Bridge West	NDOT	27
2016-006	(EB) I-80 Bridges In Omaha	NDOT	28
2016-008	I-480: 20th Street - Missouri River Bridges (EB)	NDOT	29
2016-009	I-480: 20th Street - Missouri River Bridges (WB)	NDOT	30
2016-014	District 2 CCTV Cameras	NDOT	31
2016-019	US-275: 25th Street - 23rd Street	NDOT	32
2016-022	US-75 Bridge Approaches, Bellevue	NDOT	33
2016-023	24th Street Interstate Bridge	NDOT	34
2016-025	I-680: West Center Road Bridge	NDOT	35
2016-027	N-370: 168th St - US-75 NB	NDOT	36
2016-028	I-80 Fiber Optic	NDOT	37
2016-029	I-680 Fiber-Optic	NDOT	38
2016-031	US-75: Dynamic Message Signs, Omaha	NDOT	39
2016-032	District 2 DMS	NDOT	40
2016-033	District 2 CCTV Camera Towers	NDOT	41
2016-034	North 16th Street Reconstruction	Council Bluffs	42
2016-035	South Expressway Reconstuction - Phase 1	Council Bluffs	43
2016-036	South Expressway Reconstuction - Phase 2	Council Bluffs	44
2016-037	Applewood Creek Trail	La Vista	45
2016-045	Omaha Resurfacing Program	Omaha	46

TIP ID	Project Name	Lead Agency	Map Number 
2016-046	132nd Street Adaptive Traffic Signal Control	Omaha	47
2016-048	144th Street Adaptive Traffic Signal Control	Omaha	48
2016-066	Nebraska Statewide Van Pool	NDOT	49
2016-067	N-370 & 96th Street Intersection Project	Papillion	50
2016-068	72nd & Maple Intersection Improvement	Omaha	51
2016-070	30th Street Road Diet	Omaha	52
2016-071	2016 Omaha Resurfacing Program	Omaha	53
2017-002	N-36 Resurfacing	NDOT	54
2017-003	N-50 Concrete Repair	NDOT	55
2017-005	I-80/480/US-75 Bridge Painting	NDOT	56
2017-008	N-64 Concrete Repair	NDOT	57
2017-009	Elkhorn River East	NDOT	58
2017-013	East Beltway: Stevens Road - East Segment	Council Bluffs	59
2017-014	East Beltway: Eastern Hills Drive - Segment D - Roadway	Council Bluffs	60
2017-017	West Papio Trail - Millard Connection	PMRNRD	61
2017-018	City/County Connector Trail	Council Bluffs	62
2017-019	East Beltway: Greenview Road - West Segment	Council Bluffs	63
2017-020	East Beltway: Stevens Road - West Segment	Council Bluffs	64
2017-021	East Beltway: Greenview Road - East Segment	Council Bluffs	65
2017-023	I-480: Missouri River in Council Bluffs	Iowa DOT	66
2017-024	I-680: Missouri River in Council Bluffs - Eastbound & Westbound	Iowa DOT	67
2017-026	I-80: Missouri River in Council Bluffs - Eastbound & Westbound	Iowa DOT	68
2017-029	I-680: I-80 to Fort Street	NDOT	69
2017-031	Schramm SRA Natural Trail Signage	NGPC	70
2017-032	2017 Omaha Resurfacing Program	Omaha	71
2018-002	West Maple Rd, 156th - 108th, Omaha	NDOT	72
2018-003	N-64 (West Maple Road) from Ramblewood to 156th St in Omaha	NDOT	73
2018-004	Elkhorn River Approaches	NDOT	74
2018-006	N-370/150th St	NDOT	75
2018-007	N-370 at the intersections with 66th and 60th Streets near Papillion	NDOT	76
2018-010	Dewey - 20th St, Omaha (I-480)	NDOT	77
2018-012	Military Ave, Fort St - 90th St, Omaha	NDOT	78
2018-013	N-133 from just north of W. Dodge Rd to I-680 interchange in Omaha	NDOT	79
2018-016	L-28B - N-92	NDOT	80

TIP ID	Project Name	Lead Agency	Map Number 
2018-017	I-80: I-29/80/480	Iowa DOT	81
2018-020	I-680: MISSOURI RIVER IN COUNCIL BLUFFS (EB)	Iowa DOT	82
2018-021	I-680: MISSOURI RIVER IN COUNCIL BLUFFS (WB)	Iowa DOT	83
2018-022	Heartland 2050 Mini-Grant Program	MAPA	84
2018-023	River Road Trail	Council Bluffs	85
2018-024	Giles Road/42nd Street SRTS	Bellevue	86
2018-025	Gretna to Wehrspann Trail	Gretna	87
2018-026	North 30th Street Transit Amenities	Metro	88
2018-028	Eastern Nebraska Electric Vehicle CMAQ Grant	Omaha	89
2018-030	2018 Bellevue Resurfacing Project	Bellevue	90
2018-031	Waterloo Viaduct Resurface	NDOT	91
2018-032	East Beltway: Eastern Hills Drive - Segment D - Culverts	Council Bluffs	92
2018-034	MAPA MPO Planning Allocation	MAPA	93
2018-035	Omaha Signal Infrastructure Phase B1	Omaha	94
2018-036	Omaha Signal Infrastructure Phase B2	Omaha	95
2018-037	Omaha Signal Infrastructure Phase B3	Omaha	96
2018-038	2018 Omaha Resurfacing Program	Omaha	97
2019-001	I-80: N-66 to N-50	NDOT	98
2019-002	US 34: Missouri River N of Plattsmouth Nebraska	Iowa DOT	99
2019-003	US-6: Various Locations in Council Bluffs	Iowa DOT	100

Table 5.3 - TIP Project List

Fiscal Year	Phase	Fund Source	Total Cost	Federal	State	Local
Council Bluffs						
East Beltway: Greenview Road - West Segment						
IA-35679						
Reconstruction of existing roadway						
2021	ROW	STBG-MAPA	\$169.00	\$94.00	\$0.00	\$75.00
Bellevue						
2020 Bellevue Resurfacing Project						
2023	AC Conversion	STBG-MAPA	\$0.00	\$1,590.40	\$0.00	-\$1,590.40
Omaha						
2017 Omaha Resurfacing Program						
NE-22718						
Resurfacing of federal-aid eligible corridors within the City of Omaha						

Fiscal Year	Phase	Fund Source	Total Cost	Federal	State	Local
2022	AC Conversion	STBG-MAPA	\$4,876.80	\$4,876.80	\$0.00	\$0.00
168th Street - West Center Road to Poppleton Street						
NE-22210						
Widen 2 Lane to 4 Lane Urban Divided with Turn Lanes						
2022	AC Conversion	STBG-MAPA	\$0.00	\$360.00	\$0.00	-\$360.00
NDOT						
US-6 at 192nd St.						
NE-22721						
Interchange improvements - project must be added to LRTP						
2023	UTIL-CON-CE	State-Nebraska	\$20,971.00	\$0.00	\$20,971.00	\$0.00
I-480: 20th Street - Missouri River Bridges (EB)						
NE-22611						
Bridge repair and overlay, signing						
2020	UTIL-CON-CE	State-Nebraska	\$451.00	\$0.00	\$451.00	\$0.00
Iowa DOT						
I-80: I-29/80/480						
IA-38153						
Grade and pave, bridge new, grading						
2023	UTIL-CON-CE	NHPP	\$3,818.00	\$3,437.00	\$381.00	\$0.00
Council Bluffs						
North 16th Street Reconstruction						
IA-34125						
Reconstruction of roadway and utility work						
2023	UTIL-CON-CE	STBG-MAPA (Swap)	\$3,450.00	\$3,450.00	\$0.00	\$0.00
NDOT						
I-80 Bridge Repair						
22773						
Br repair, approach repair/replace						
2021	UTIL-CON-CE	NHPP	\$5,820.00	\$5,238.00	\$582.00	\$0.00
L-28B Bridge Repair						
22765						
Bridge repair						
2023	UTIL-CON-CE	NHPP	\$1,160.00	\$928.00	\$232.00	\$0.00
I-80 Bridge Repair						
22773						
Br repair, approach repair/replace						
2020	PE-NEPA-FD	State-Nebraska	\$1.00	\$0.00	\$1.00	\$0.00
L-28B Bridge Repair						
22765						

Fiscal Year	Phase	Fund Source	Total Cost	Federal	State	Local
Bridge repair						
2022	PE-NEPA-FD	State-Nebraska	\$1.00	\$0.00	\$1.00	\$0.00
N-92: Over Platte River						
22764						
2023	UTIL-CON-CE	NHPP	\$1,082.00	\$866.00	\$216.00	\$0.00
2022	PE-NEPA-FD	State-Nebraska	\$1.00	\$0.00	\$1.00	\$0.00
US-75(SB): Chandler Rd. to I-480						
22756						
Mill, resurface, and bridge repair						
2021	UTIL-CON-CE	NHPP	\$3,673.00	\$2,938.00	\$735.00	\$0.00
2020	PE-NEPA-FD	State-Nebraska	\$1.00	\$0.00	\$1.00	\$0.00
N-370 Traffic Signal Phasing						
NE-22754						
Traffic signal phasing						
2020	UTIL-CON-CE	NHPP	\$122.00	\$80.00	\$20.00	\$22.00
2019	PE-NEPA-FD	State-Nebraska	\$5.00	\$0.00	\$5.00	\$0.00
US-6: Traffic Signal Fiber Interconnect						
NE-22753						
Add fiber optic to connect traffic signals						
2020	UTIL-CON-CE	NHPP	\$998.00	\$558.00	\$140.00	\$300.00
2019	PE-NEPA-FD	State-Nebraska	\$2.00	\$0.00	\$2.00	\$0.00
Platte River Bridges West of Valley						
NE-22734						
Bridge repair & overlay						
2019	ROW	State-Nebraska	\$10.00	\$0.00	\$10.00	\$0.00
N-50/Platteview Road Intersection						
NE-22726						
Install traffic signal and intersection improvements						
2019	ROW	Local	\$30.00	\$0.00	\$15.00	\$15.00
US-6 at 192nd St.						
NE-22721						
Interchange improvements - project must be added to LRTP						
2022	PE-NEPA-FD	State-Nebraska	\$100.00	\$0.00	\$100.00	\$0.00
US-75: NB Ramp to Storz Expressway						
NE-22696						
Conc repair, joint/crack seal, conc pvmt replacement						
2020	UTIL-CON-CE	State-Nebraska	\$1,273.00	\$0.00	\$873.00	\$400.00

Fiscal Year	Phase	Fund Source	Total Cost	Federal	State	Local
2019	PE-NEPA-FD	State-Nebraska	\$283.00	\$0.00	\$283.00	\$0.00
Elkhorn River East						
NE-22656						
Concrete pavement						
2021	PE-NEPA-FD	State-Nebraska	\$86.00	\$0.00	\$86.00	\$0.00
US-6 at Harrison St.						
NE-22616						
Add right turn lane						
2020	PE-NEPA-FD	State-Nebraska	\$1.00	\$0.00	\$1.00	\$0.00
2021	UTIL-CON-CE	NHPP	\$231.00	\$185.00	\$46.00	\$0.00
US-75(SB) 'J' St. Bridge						
NE-22614						
Bridge repair & overlay						
2023	PE-NEPA-FD	NHPP	\$1,430.00	\$1,144.00	\$286.00	\$0.00
2022	PE-NEPA-FD	State-Nebraska	\$1.00	\$0.00	\$1.00	\$0.00
Omaha						
Leavenworth Street - 7th Street to 13th Street Reconfiguration						
<p>The project will reconfigure the existing 4-lane section of Leavenworth Street between 7th Street and 13th Street to a 2-lane section with bike lanes, additional on-street parking, sidewalk improvements, and curb extensions at intersections. The total project length is 0.41 miles. Anticipated construction activities may include utility work, paving, grading, and drainage for curb extensions (including ADA improvements), as well as traffic signal modification, an asphalt overlay of the road surface, signage, and striping. The general layout of the reconfigured street will be similar to the attached conceptual striping plan, although changes will occur through the design process, and it is anticipated that curb extensions will be constructed at most intersections as part of the project.</p>						
2023	UTIL-CON-CE	TAP-MAPA	\$723.75	\$579.00	\$0.00	\$144.75
2020	PE-NEPA-FD	TAP-MAPA	\$194.00	\$155.00	\$0.00	\$39.00
PMRNRD						
West Papio Trail - Millard Connection						
Connection of northern and southern portions of the West Papio Trail in the Millard neighborhood						
2021	ROW	TAP-MAPA	\$150.00	\$120.00	\$0.00	\$30.00
2020	PE-NEPA-FD	TAP-MAPA	\$125.00	\$100.00	\$0.00	\$25.00
Bellevue						
2018 Bellevue Resurfacing Project						
NE-22736						
Resurfacing projects in the City of Bellevue						
2025	AC Conversion	STBG-MAPA	\$0.00	\$4,216.56	\$0.00	-\$4,216.56
2018	UTIL-CON-CE (AC)	STBG-MAPA	\$4,216.56	\$0.00	\$0.00	\$4,216.56

Fiscal Year	Phase	Fund Source	Total Cost	Federal	State	Local
2018	UTIL-CON-CE	Local	\$1,054.14	\$0.00	\$0.00	\$1,054.14
New Cassel Retirement Center						
New Cassel Retirement Center 5310 Vehicle Purchase						
FY2022 - Purchase one small transit bus.						
2022	Small Transit Bus	FTA 5310	\$66.55	\$53.24	\$0.00	\$13.31
Notre Dame Housing						
Notre Dame Housing 5310 Vehicle Purchase						
FY2019 - Purchase one small transit bus.						
2019	Small Transit Bus	FTA 5310	\$60.00	\$48.00	\$0.00	\$12.00
Heartland Family Service						
Heartland Family Service 5310 Vehicle Purchase						
FY2022 - Purchase one small transit bus.						
2022	Small Transit Bus	FTA 5310	\$66.55	\$53.24	\$0.00	\$13.31
Region 5 Services						
Region 5 Services 5310 Vehicle Purchases						
FY2021 - Purchase one small transit bus.						
2021	Small Transit Bus	FTA 5310	\$64.90	\$51.92	\$0.00	\$12.98
Omaha Housing Authority						
Omaha Housing Authority 5310 Vehicle Purchases						
2018	Small Transit Bus	FTA 5310	\$60.00	\$48.00	\$0.00	\$12.00
Papillion						
City of Papillion 5310 Vehicle Purchases						
FY2016 - Purchase one small transit bus.FY2020 - Purchase one small transit bus.FY2021 - Purchase one small transit bus.						
2020	Small Transit Bus	FTA 5310	\$30.43	\$24.34	\$0.00	\$6.09
2020	Small Transit Bus	FTA 5310	\$32.83	\$26.26	\$0.00	\$6.57
Council Bluffs						
City of Council Bluffs 5310 Vehicle Purchases						
FY2016 - Purchase three light-duty buses.FY2017 - Purchase two light-duty buses.FY2020 - Purchase one light-duty bus.FY2022 - Purchase one light-duty bus.						
2020	Light-duty Bus	FTA 5310	\$118.52	\$94.82	\$0.00	\$23.70
SWITA						
Southwest Iowa Planning Council 5310 Vehicle Purchases						
FY2020 - Purchase one lowered-floor minivan.						
2020	Lowered Floor Minivan	FTA 5310	\$11.23	\$8.98	\$0.00	\$2.25
2020	Lowered Floor Minivan	FTA 5310	\$31.90	\$25.52	\$0.00	\$6.38
La Vista						

Fiscal Year	Phase	Fund Source	Total Cost	Federal	State	Local
City of La Vista 5310 Vehicle Purchases						
FY2019 - Purchase one small transit bus.FY2022 - Purchase one small transit bus.						
2019	Small Transit Bus	FTA 5310	\$61.60	\$49.28	\$0.00	\$12.32
Intercultural Senior Center						
Intercultural Senior Center 5310 Vehicle Purchase						
FY2019 - Purchase one small transit bus.						
2019	Small Transit Bus	FTA 5310	\$61.60	\$49.28	\$0.00	\$12.32
Eastern Nebraska Human Services Agency						
Eastern Nebraska Human Service Agency 5310 Vehicle Purchases						
FY2016 - Purchase one lowered-floor minivanFY2018 - Purchase three lowered-floor minivans.FY2019- Purchase two lowered-floor minivans.						
2018	Lowered Floor Minivan	FTA 5310	\$111.00	\$88.80	\$0.00	\$22.20
Florence Home for the Aged						
Florence Home for the Aged 5310 Vehicle Purchase						
FY2018 - Purchase one small transit busFY2019 - Purchase one lowered-floor minivanFY2021 - Purchase one small transit bus and one lowered-floor minivan						
2018	Small Transit Bus	FTA 5310	\$16.40	\$13.12	\$0.00	\$3.28
2018	Small Transit Bus	FTA 5310	\$45.30	\$36.24	\$0.00	\$9.06
Bellevue						
City of Bellevue 5310 Vehicle Purchases						
FY2017 - Purchase one small transit bus.FY2018 - Purchase one small transit bus.FY2022 - Purchase one small transit bus.						
2018	Small Transit Bus	FTA 5310	\$60.00	\$48.00	\$0.00	\$12.00
PMRNRD						
Western Douglas County Trail						
NE-22227						
Install new 10' wide bicycle and pedestrain trail, including railroad overpass						
2019	UTIL-CON-CE	DPU	\$2,224.91	\$1,779.93	\$0.00	\$444.98
Omaha						
North Downtown Riverfront Pedestrian Bridge						
NE-22571						
Pedestrian bridge to connect the western terminus of the Bob Kerry Pedestrian Bridge spanning Riverfront Drive and Union Pacific Railroad.						
2021	UTIL-CON-CE	TAP-MAPA	\$6,092.00	\$1,365.00	\$0.00	\$4,727.00
PMRNRD						
Western Douglas County Trail						
NE-22227						
Install new 10' wide bicycle and pedestrain trail, including railroad overpass						
2018	ROW	DPU	\$284.00	\$227.00	\$57.00	\$0.00

Fiscal Year	Phase	Fund Source	Total Cost	Federal	State	Local
Omaha						
156th Street Phase Two						
NE-22376						
4 Lane Urban Section						
2018	UTIL-CON-CE	STBG-MAPA	\$23,440.00	\$13,708.00	\$0.00	\$9,732.00
North Downtown Riverfront Pedestrian Bridge						
NE-22571						
Pedestrian bridge to connect the western terminus of the Bob Kerry Pedestrian Bridge spanning Riverfront Drive and Union Pacific Railroad.						
2018	PE-NEPA-FD	TAP-MAPA	\$1,130.00	\$904.00	\$0.00	\$226.00
Crossroads of Western Iowa/SWITA						
Crossroads of Western Iowa 5310 Vehicle Purchases						
FY2018 - Purchase two lowered-floor minivans.FY2020 - Purchase three lowered-floor minivans.						
2018	Lowered Floor Minivan	FTA 5310	\$80.82	\$64.66	\$0.00	\$16.16
2018	Lowered Floor Minivan	FTA 5310	\$18.25	\$14.35	\$0.00	\$3.90
Friendship Program						
Friendship Program 5310 Vehicle Purchases						
FY2018 - Purchase one lowered floor minivan.FY2019 - Purchase one small transit bus.						
2018	Lowered Floor Minivan	FTA 5310	\$37.00	\$29.60	\$0.00	\$7.40
Omaha						
Omaha Signal Infrastructure - Phase A1						
NE-22608A						
Deployment of traffic signal network and traffic management system.						
2019	ROW	STBG-MAPA	\$100.00	\$80.00	\$0.00	\$20.00
2018 Omaha Resurfacing Program						
NE-22735						
Resurfacing projects in the City of Omaha						
2024	AC Conversion	STBG-MAPA	\$0.00	\$5,142.54	\$0.00	-\$5,142.54
2018	UTIL-CON-CE (AC)	STBG-MAPA	\$5,142.54	\$0.00	\$0.00	\$5,142.54
Omaha Resurfacing Program						
OMA-051515-001						
Resurfacing of federal-aid eligible roadways in the City of Omaha						
2024	AC Conversion	STBG-MAPA	\$0.00	\$4,571.71	\$0.00	-\$4,571.71
2019	UTIL-CON-CE (AC)	STBG-MAPA	\$4,571.71	\$0.00	\$0.00	\$4,571.71
2018	UTIL-CON-CE (AC)	STBG-MAPA	\$0.00	\$0.00	\$0.00	\$0.00
2014 Omaha Resurfacing Package						
NE-22605						

Fiscal Year	Phase	Fund Source	Total Cost	Federal	State	Local
Package of resurfacing projects on eligible Federal-aid roadways.						
2018	AC Conversion	STBG-MAPA	\$0.00	\$1,400.00	\$0.00	-\$1,400.00
2022	AC Conversion	STBG-MAPA	\$0.00	\$1,596.73	\$0.00	-\$1,596.73
Omaha Signal Infrastructure Phase B3						
Upgrade 59 signals throughout Omaha						
2023	UTIL-CON-CE	STBG-MAPA	\$5,185.00	\$4,148.00	\$0.00	\$1,037.00
Omaha Signal Infrastructure Phase B2						
Upgrade 48 signals throughout Omaha						
2023	UTIL-CON-CE	STBG-MAPA	\$4,217.50	\$3,374.00	\$0.00	\$843.50
Omaha Signal Infrastructure Phase B1						
Upgrade 43 signals throughout Omaha						
2023	UTIL-CON-CE	STBG-MAPA	\$3,778.75	\$3,023.00	\$0.00	\$755.75
Omaha Signal Infrastructure Phase B3						
Upgrade 59 signals throughout Omaha						
2018	PE-NEPA-FD	Local	\$306.30	\$0.00	\$0.00	\$306.30
Omaha Signal Infrastructure Phase B2						
Upgrade 48 signals throughout Omaha						
2018	PE-NEPA-FD	Local	\$313.90	\$0.00	\$0.00	\$313.90
Omaha Signal Infrastructure Phase B1						
Upgrade 43 signals throughout Omaha						
2018	PE-NEPA-FD	Local	\$282.24	\$0.00	\$0.00	\$282.24
Douglas						
180th Street, N. HWS Cleveland Blvd. to West Maple Road						
NE-22224						
4 Lane Urban, New Bridge over Old Lincoln Highway, Union Pacific Railroad, and Papillion Creek						
2020	UTIL-CON-CE	STBG-MAPA	\$36,430.00	\$29,144.00	\$0.00	\$7,286.00
2019	ROW	STBG-MAPA	\$3,360.00	\$2,688.00	\$0.00	\$672.00
MAPA						
MAPA MPO Planning Allocation						
IA-29733						
MPO allocation of Federal Planning (PL) Funding						
2020	General Planning	PL	\$166.00	\$133.00	\$0.00	\$33.00
2023	General Planning	PL	\$166.00	\$133.00	\$0.00	\$33.00
2022	General Planning	PL	\$166.00	\$133.00	\$0.00	\$33.00
Council Bluffs						
East Beltway: Eastern Hills Drive - Segment D - Culverts						

Fiscal Year	Phase	Fund Source	Total Cost	Federal	State	Local
IA-36985						
Construction of Culverts						
2019	UTIL-CON-CE	STBG-MAPA	\$1,795.00	\$1,436.00	\$0.00	\$359.00
2018	ROW	DPS	\$655.00	\$524.00	\$0.00	\$131.00
2017	PE-NEPA-FD	DPS	\$176.00	\$141.00	\$0.00	\$35.00
NDOT						
Waterloo Viaduct Resurface						
NE-22577B						
Resurface with high friction surface course						
2019	UTIL-CON-CE	NHPP	\$2,216.00	\$1,773.00	\$443.00	\$0.00
2018	PE-NEPA-FD	State-Nebraska	\$10.00	\$0.00	\$10.00	\$0.00
N-64 (West Maple Road) from Ramblewood to 156th St in Omaha						
NE-22690						
Conc repair, mill, asph resurf, br repair/overlay						
2019	UTIL-CON-CE	EM	\$5,129.00	\$4,103.00	\$1,026.00	\$0.00
West Maple Rd, 156th - 108th, Omaha						
NE-22689						
Conc repair, mill, resurf, br repair, curb ramps						
2019	UTIL-CON-CE	EM	\$5,005.00	\$4,004.00	\$1,001.00	\$0.00
US-275: 25th Street - 23rd Street						
NE-22630						
Widen for left turn lanes, traffic signal upgrade, mill, resurface, concrete repair						
2020	UTIL-CON-CE	NHPP	\$666.00	\$666.00	\$0.00	\$0.00
Omaha						
Omaha Signal Infrastructure - Phase A1						
NE-22608A						
Deployment of traffic signal network and traffic management system.						
2019	UTIL-CON-CE	STBG-MAPA	\$3,792.88	\$3,034.28	\$0.00	\$758.60
Eastern Nebraska Electric Vehicle CMAQ Grant						
NE-22769						
Provide EV infrastructure to agencies in the region. Local match will be split between participating agencies approximately as follows: City of Omaha-53%, City of Bellevue-6%, City of Gretna-7%, Papio-Missouri NRD-2%, Metro Community College-5%, Creighton University-23%, Omaha Public Power District-4%						
2020	UTIL-CON-CE	CMAQ	\$278.00	\$222.40	\$0.00	\$55.60
2019	UTIL-CON-CE	CMAQ	\$576.00	\$460.80	\$0.00	\$115.20
2018	UTIL-CON-CE	CMAQ	\$146.00	\$116.80	\$0.00	\$29.20
Gretna						

Fiscal Year	Phase	Fund Source	Total Cost	Federal	State	Local
Gretna to Wehrspann Trail						
10ft wide concrete bike/pedestrian trail						
2020	UTIL-CON-CE	TAP-MAPA	\$187.50	\$150.00	\$0.00	\$37.50
MAPA						
Heartland 2050 Mini-Grant Program						
Heartland 2050 Mini-Grant Program						
2021	General Planning	STBG-MAPA	\$312.50	\$250.00	\$0.00	\$62.50
2020	General Planning	STBG-MAPA	\$525.00	\$420.00	\$0.00	\$105.00
2019	General Planning	STBG-MAPA	\$312.50	\$250.00	\$0.00	\$62.50
Metro						
North 30th Street Transit Amenities						
Multi-modal transit amenities						
2021	UTIL-CON-CE	TAP-MAPA	\$656.25	\$525.00	\$0.00	\$131.25
Gretna						
Gretna to Wehrspann Trail						
10ft wide concrete bike/pedestrian trail						
2023	UTIL-CON-CE	TAP-MAPA	\$782.50	\$626.00	\$0.00	\$156.50
Bellevue						
Giles Road/42nd Street SRTS						
Construct 6ft wide concrete sidewalks to close gaps in the existing network and help provide safe routes from residential areas to nearby schools.						
2023	UTIL-CON-CE	TAP-MAPA	\$347.50	\$278.00	\$0.00	\$69.50
Council Bluffs						
River Road Trail						
Bike/pedestrian trail along River Road in Council Bluffs						
2022	UTIL-CON-CE	TAP-MAPA	\$410.00	\$328.00	\$0.00	\$82.00

Grouped Project Categories

MAPA utilizes the flexibility provided under 23 CFR § 450.326(h) to group “by function, work type, and/or geographic area” in the TIP based on the scale, anticipated environmental impacts, and/or regional significance of anticipated activities. Projects on these lists are constrained within the TIP based on available funding in a program year, but are not listed as regionally significant investments in the LRTP due to their scale and scope. Project groupings, types, and their relationship to the transportation planning process are included below.

Table 5.4 - Air Quality Projects FY2020 - FY2023

These generally include, but are not limited to, CMAQ-funded activities in accordance with and subject to the provisions of NDOT’s Interim CMAQ Guidance and Iowa DOT’s Iowa Clean Air Attainment Program (ICAAP). Anticipated project types include: air quality outreach and marketing activities, equipment purchases, vehicle replacements, and capital improvements which are subject to Categorical Exclusions (CE) or Program Agreements (PAs).

Control #	Lead Agency	Project Name	Total Funding	Federal Funding
NE-22754	NDOT	N-370 Traffic Signal Phasing	\$127.00	\$80.00
NE-22753	NDOT	US-6: Traffic Signal Fiber Interconnect	\$1,000.00	\$558.00
NE-22616	NDOT	US-6 at Harrison St.	\$232.00	\$185.00
NE-22769	Omaha	Eastern Nebraska Electric Vehicle CMAQ Grant	\$806.00	\$984.00
		Total	\$2,165.00	\$1,807.00

Table 5.5 - Safety Projects FY2020 - FY2023

These generally include, but are not limited to, HSIP funded activities in accordance with the priorities of the State Highway Safety Plan (SHSP) cooperatively developed by both NDOT and Iowa DOT. These plans provide the framework for safety planning in each state and are the framework for the long-range goals identified in Chapter 14 of this plan. Anticipated project types include: capital improvements (such as intersection improvements) which are subject to CEs or PAs, traffic signal upgrades, guardrail, equipment purchases, rumble strips, and protective devices at railroad crossings.

Control #	Lead Agency	Project Name	Total Funding	Federal Funding
	Omaha	85th & Burt/Western Safety Improvements	\$1,308.62	\$1,162.45
NE-22726	NDOT	N-50/Platteview Road Intersection	\$1,191.00	\$409.00
NE-22741	NDOT	N-370 - Douglas County Line	\$983.00	\$797.00
NE-22721	NDOT	US-6 at 192nd St.	\$21,071.00	\$0.00
NE-22506	Omaha	24th Street Road Diet	\$3,419.09	\$5,856.46
NE-22630	NDOT	US-275: 25th Street - 23rd Street	\$2,190.00	\$1,519.00
NE-22438	Omaha	132nd Street Adaptive Traffic Signal Control	\$857.73	\$771.96
NE-22449	Omaha	144th Street Adaptive Traffic Signal Control	\$1,122.31	\$1,010.08
NE-22704	Papillion	N-370 & 96th Street Intersection Project	\$275.90	\$248.31
NE-22702	Omaha	72nd & Maple Intersection Improvement	\$4,195.86	\$7,120.52
NE-22706	Omaha	30th Street Road Diet	\$3,257.67	\$3,361.19
		Total	\$39,872.18	\$22,255.97

Table 5.6 - Planning Activities FY2020 - FY2023

These generally include, but are not limited to, STBG-funding planning activities including corridor studies, regional plans, and planning efforts.

Control #	Lead Agency	Project Name	Total Funding	Federal Funding
	Council Bluffs	Council Bluffs First Avenue Alternatives Analysis	\$100.00	\$80.00
	MAPA	MAPA Long Range Transportation Plan Support	\$125.00	\$100.00
	MAPA	MAPA On-Call Modeling	\$35.00	\$28.00
	MAPA	Heartland 2050 Mini-Grant Program	\$1,150.00	\$1,170.00
IA-29733	MAPA	MAPA MPO Planning Allocation	\$664.00	\$532.00
		Total	\$2,074.00	\$1,910.00

Table 5.7 - System Preservation Projects FY2020 - FY2023

These generally include, but are not limited to, NHPP and STBG-funded bridge projects through the quantitative asset management models managed by the Nebraska Department of Transportation (NDOT) and Iowa DOT and non-regionally significant system preservation activities including resurfacing, patching, crack-sealing, painting, and other minor system preservation activities subject to CEs or PAs.

Control #	Lead Agency	Project Name	Total Funding	Federal Funding
NE-13305	NDOT	I-80: N-66 to N-50	\$1,213.00	\$1,087.00
NE-22578A	NDOT	West Branch Papillion Creek Bridge	\$1,652.00	\$2,259.00
NE-22623	NDOT	I-80/480/680 Barrier	\$864.00	\$778.00
NE-22643	NDOT	Omaha FY-2020 Municipal Resurfacing	\$400.00	\$0.00
NE-22644	NDOT	Omaha FY-2021 Municipal Resurfacing	\$400.00	\$0.00
NE-22647	NDOT	North Freeway: Parker - Fort St.	\$8,794.00	\$7,034.00
NE-22656	NDOT	Elkhorn River East	\$2,706.00	\$2,096.00
NE-22703	NDOT	I-480, 12th St-Mo River Bridge Paint	\$3,407.00	\$3,065.00
NE-22705	NDOT	Omaha FY-2022 Municipal Resurfacing	\$400.00	\$0.00
NE-22712	NDOT	N-85: Giles Rd. - Harrison St.	\$1,058.00	\$0.00
NE-22724	NDOT	I-80: 13th St. to Iowa Line	\$166.00	\$148.00
NE-22732	NDOT	I-480 Creighton Area Bridges	\$2,209.00	\$1,880.00
NE-22733	NDOT	US-75 Creighton Area Bridges	\$4,349.00	\$3,350.00
NE-22734	NDOT	Platte River Bridges West of Valley	\$1,719.00	\$1,275.00
NE-22745	NDOT	Omaha FY-2023 Municipal Resurfacing	\$400.00	\$0.00
22773	NDOT	I-80 Bridge Repair	\$5,821.00	\$5,238.00
22765	NDOT	L-28B Bridge Repair	\$1,161.00	\$928.00
22764	NDOT	N-92: Over Platte River	\$1,083.00	\$866.00
22756	NDOT	US-75(SB): Chandler Rd. to I-480	\$3,674.00	\$2,938.00
NE-22696	NDOT	US-75: NB Ramp to Storz Expressway	\$1,556.00	\$0.00
NE-22614	NDOT	US-75(SB) 'J' St. Bridge	\$1,431.00	\$1,144.00
	Bellevue	2020 Bellevue Resurfacing Project	\$1,988.00	\$1,590.40
NE-22593	NDOT	I-680/US-6 Bridges, Omaha	\$2,609.00	\$1,942.00
NE-22578	NDOT	US-275: West Papillion Creek Bridge West	\$1,959.00	\$1,405.00
NE-22594	NDOT	(EB) I-80 Bridges In Omaha	\$5,127.00	\$4,441.00
NE-22611	NDOT	I-480: 20th Street - Missouri River Bridges (EB)	\$10,159.00	\$8,404.00
NE-22611A	NDOT	I-480: 20th Street - Missouri River Bridges (WB)	\$10,631.00	\$9,275.00
NE-22634	NDOT	US-75 Bridge Approaches, Bellevue	\$3,452.00	\$2,677.00
NE-22635	NDOT	24th Street Interstate Bridge	\$1,302.00	\$561.00
OMA-051515-001	Omaha	Omaha Resurfacing Program	\$4,571.71	\$4,571.71

Control #	Lead Agency	Project Name	Total Funding	Federal Funding
NE-22605	Omaha	2014 Omaha Resurfacing Package	\$4,140.96	\$3,731.73
NE-22598	NDOT	N-36 Resurfacing	\$4,376.00	\$3,227.00
NE-22602	NDOT	N-50 Concrete Repair	\$8,303.00	\$6,310.00
NE-22609	NDOT	I-80/480/US-75 Bridge Painting	\$5,921.00	\$5,324.00
NE-22681	Omaha	2016 Omaha Resurfacing Program	\$5,763.00	\$3,552.20
IA-38123	Iowa DOT	I-480: Missouri River in Council Bluffs	\$3,678.00	\$0.00
IA-38124	Iowa DOT	I-680: Missouri River in Council Bluffs - Eastbound & Westbound	\$192.00	\$0.00
IA-38118	Iowa DOT	I-80: Missouri River in Council Bluffs - Eastbound & Westbound	\$168.00	\$0.00
NE-22585	NDOT	I-680: I-80 to Fort Street	\$2,576.00	\$2,309.00
NE-22718	Omaha	2017 Omaha Resurfacing Program	\$6,106.00	\$9,761.60
NE-22692	NDOT	Elkhorn River Approaches	\$2,913.00	\$2,254.00
NE-22708	NDOT	Dewey - 20th St, Omaha (I-480)	\$435.00	\$356.00
IA-38153	Iowa DOT	I-80: I-29/80/480	\$529,850.00	\$476,869.00
IA-38013	Iowa DOT	275 Bridge Cleaning	\$228.00	\$0.00
NE-22736	Bellevue	2018 Bellevue Resurfacing Project	\$5,270.70	\$4,216.56
NE-22735	Omaha	2018 Omaha Resurfacing Program	\$5,142.54	\$5,142.54
		Total	\$671,324.91	\$592,006.74

	FHWA PL			FTA 5305d		RPA-18	CMAQ	FHWA - STBG		FTA	Aerial Photography	Total Transportation	Hours	PY Budget	Increase/ (Decrease) from PY
	NE FY20	IA FY20	IA FY18/19	NE FY20	IA FY20	IA SPR & 5311	NE	NE-STBG	IA-STBG	5310		Funding			
Direct Personnel												\$ 1,032,610		\$ 950,450	\$ 82,160
Direct Non-personnel												147,040		135,350	11,690
Indirect												389,663		358,656	31,007
Contracts - Passthrough												3,207,005		2,562,409	644,596
Total												\$ 4,776,318		\$ 4,006,865	\$ 769,453
Total Federal Share	\$ 1,283,944	\$ 113,369	\$ 80,000	\$ 385,967	\$ 36,892	\$ 49,153	\$ 300,000	\$ 260,000	\$ 80,000	\$ 383,022		\$ 2,972,347		\$ 2,969,057	\$ 3,290
Total State Share							\$ 50,000	\$ 25,000				\$ 75,000		\$ 55,000	\$ 20,000
Total Local Share	\$ 438,271	\$ 35,984	\$ 20,000	\$ 215,714	\$ 12,373	\$ 12,288	\$ 25,000	\$ 40,000	\$ 20,000	\$ 223,768	\$ 685,573	\$ 1,728,971		\$ 982,808	\$ 746,163
Total Activities	\$ 1,722,215	\$ 149,353	\$ 100,000	\$ 601,681	\$ 49,265	\$ 61,441	\$ 375,000	\$ 325,000	\$ 100,000	\$ 606,790	\$ 685,573	\$ 4,776,318		\$ 4,006,865	\$ 769,453
Match Funding															
State Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 75,000			
Local/Subrecipient Cash	-	-	-	-	-	12,288	-	-	-	-	-	12,288			
TIP Fees	62,185	6,465		17,500	3,150			15,000				104,300			
Match Contributions	33,000		20,000				25,000	25,000	20,000			123,000			
Contracts	25,000	-	-	-	-	-	-	-	-	-	-	25,000			
Forums	6,515	885		40,000								47,400			
Heartland 2050 Foundation Cash	-	-	-	30,000	-	-	-	-	-	-	-	30,000			
Aerial Photography Match	225,000	15,777	-	80,000	9,223	-	-	-	-	-	685,573	1,015,573			
In-kind Match	86,571	12,857	-	48,214	-	-	-	-	-	223,768	-	371,410			
Investment Earnings												-			
Cash reserves												-			
Total Match	\$ 438,271	\$ 35,984	\$ 20,000	\$ 215,714	\$ 12,373	\$ 12,288	\$ 75,000	\$ 65,000	\$ 20,000	\$ 223,768	\$ 685,573	\$ 1,803,971	\$ -	\$ 1,037,808	\$ 766,163
Match %	25.45%	24.09%	20.00%	35.85%	25.12%	20.00%	20.00%	20.00%	20.00%	36.88%	100.00%	37.77%			

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

FY 2020 Unified Planning Work Program

Final May 2019



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MAPA FY 2020 Unified Planning Work Program

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Appendix I - MAPA FY 2020 UPWP Budget Table

Appendix II – MAPA Council of Officials, Board of Directors, and Transportation Technical Advisory Committee Membership

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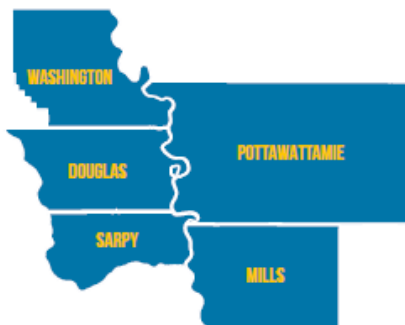
MAPA is an EOE/DBE employer.

Introduction

The Unified Planning Work Program (UPWP) documents the Metropolitan Area Planning Agency's (MAPA's) transportation related activities and projects for fiscal year (FY) 2020 which encompasses July 1, 2019 through June 30, 2020. MAPA serves as a voluntary association of local governments in the greater Omaha region chartered in 1967. MAPA performs planning and development work, especially to address problems that are regional in scope and cross jurisdictional boundaries. Figure 1 (next page) illustrates the MAPA TMA.

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

Appendix II



COUNCIL OF GOVERNMENTS

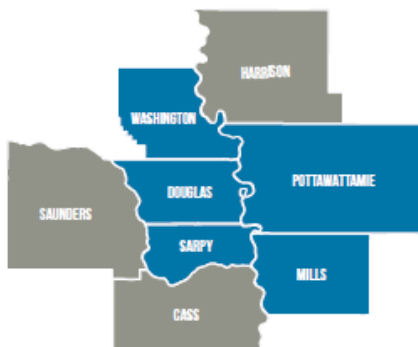
MAPA is governed by a 63-member Council of Officials, representing each of the 63 governmental units which comprise MAPA within the five counties it serves. They include: Douglas, Sarpy, and Washington Counties in Nebraska; Pottawattamie and Mills Counties in Iowa. The Council's roles include approving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

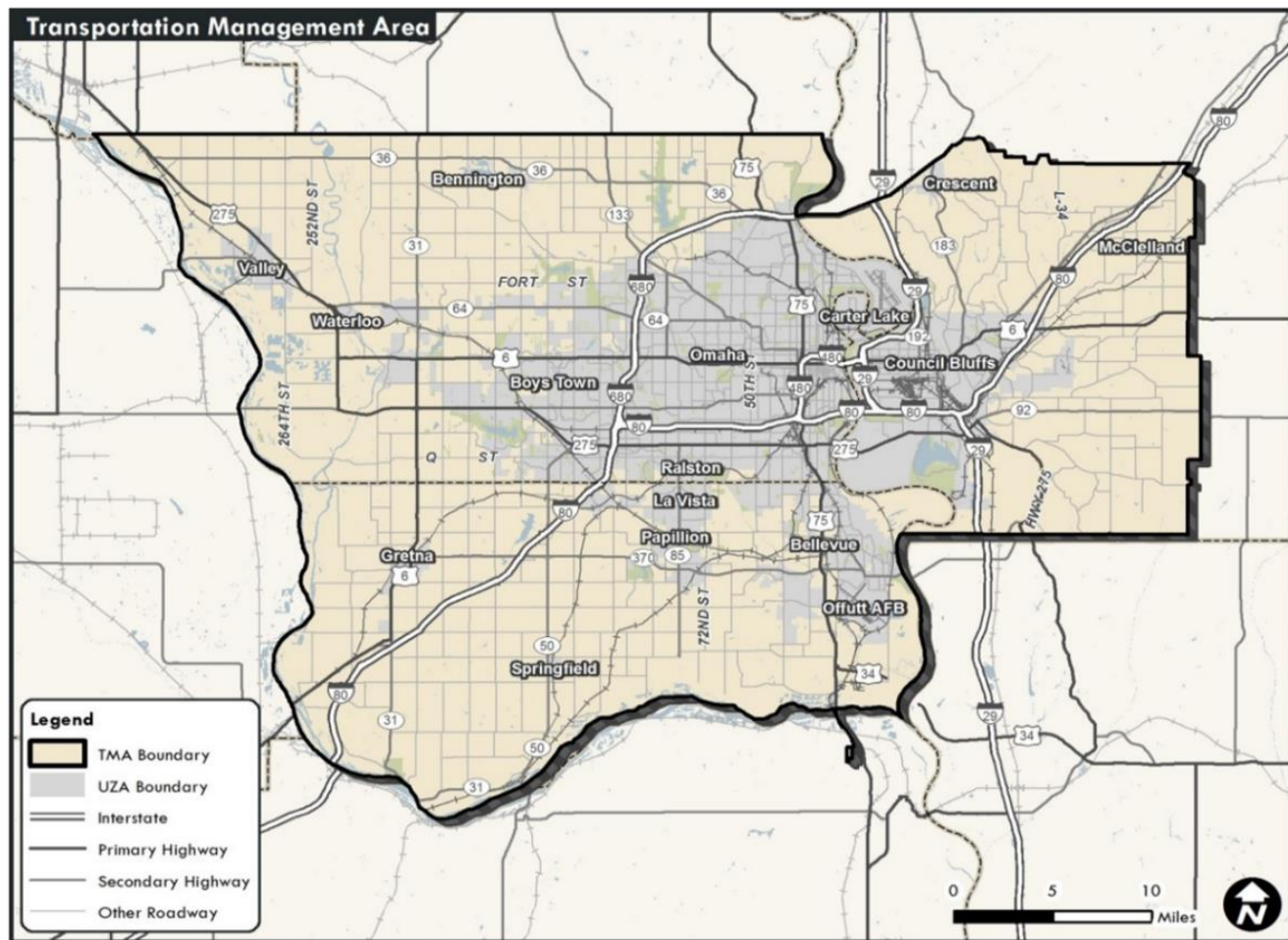
MPO = BLUE
RPA-18 = YELLOW



METROPOLITAN STATISTICAL AREA

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.

Figure 1 – MAPA Transportation Management Area



Current Transportation Planning Overview

Several large planning initiatives have been recently completed or are underway in the MAPA region. **Heartland 2050** was adopted by the MAPA Council of Officials as the long-term vision for the greater Omaha-Council Bluffs metropolitan area in January 2015. The Regional Vision was developed over 2013 and 2014 and entered implementation phase in 2015. The project produced a Vision Scenario for future growth and development that is now being utilized for MAPA's transportation planning process.

During FY-2019 MAPA continued work on its next Long Range Transportation Plan update, **LRTP 2050**. The LRTP is being closely coordinated with the **Metro Area Travel Improvement Study (MTIS)**, a joint Nebraska Department of Transportation (NDOT) / MAPA multi-year regional study of highway needs that will result in a list of prioritized projects for state investment and guide future regional transportation investments. MAPA is working closely with the Greater Omaha Chamber of Commerce in the development of this new long range vision for transportation, with a particular emphasis on enhancing the accessibility of jobs and education through our transportation system. This comprehensive study has developed a strong set of data for MTIS and other planning projects, and MAPA's travel demand model has been updated significantly as part of ongoing collaboration with US-DOT. MTIS will also serve to develop long-range performance targets that will support the requirements of MAP-21 and the FAST-ACT, the current transportation authorization bill. Throughout FY2019 MAPA closely

coordinated with State DOTs and FHWA on implementing federal performance management guidelines for PM1, PM2 and PM3. The **performance-based approach** is a new component of the federal transportation planning process and is another federal PEA that will be very important during FY2020.

The LRTP 2050 will also incorporate other recent plans that were conducted in the metro area. These include the **Heartland Connections Regional Transit Vision (RTV)** and **Regional Bicycle-Pedestrian Plan**. The RTV proposed a staged approach to improve transit service in the region. These concepts were applied as part of the Sarpy County Transit study in FY2018 in addition to Metro Transit's Transit Development Plan— a key initiative in both FY2018 and FY2019. These scenarios are being utilized for further analysis in the MTIS study. In FY2020, MAPA will be revisiting the short, medium, and long-range projects in its Regional Bike-Ped Plan to enhance the regional network of trails, bicycle boulevards, and other bicycle / pedestrian facilities with a particular emphasis on the safety of vulnerable users.

Metro Transit is continuing work on the Bus Rapid Transit (BRT) line that was awarded a US-DOT discretionary TIGER grant that will run along the Dodge Street corridor from downtown Omaha to Westroads Mall at approximately 102nd Street. This premium transit service would serve as the spine of the transit network in the region. The project will help some of the densest concentrations of employment and housing in Omaha and exemplify the Ladders of Opportunity PEA. Final Design was completed in FY2019 and will be construction will commence in 2020.

In FY2020 MAPA will continue to emphasize freight planning as part of the Regional Transportation Planning Process. The Nebraska Department of Transportation completed its State Freight Plan in 2017 and MAPA will continue partner with NDOT on the plan's implementation and continued outreach. In 2018 MAPA identified a specific need for additional truck count data and is coordinating with NDOT to increase the frequency with which truck counts are conducted and also target them in areas where gaps current exists in MAPA's data. MAPA's ongoing improvements to the travel demand model will allow additional technical analysis of freight transportation in the metro area. MAPA' coordination with the Greater Omaha Chamber of Commerce on its LRTP presents an unprecedented opportunity to stand up a freight advisory committee to better understand freight bottlenecks in the region and prioritize goods movement in the planning process.

Some of the **City of Omaha** major transportation projects include bridge needs, a massive signal infrastructure upgrade, and several capacity improvements in the western part of Omaha, including multiple projects near West Dodge Road (US-6) along 168th Street, 180th Street, 192nd Street. **Douglas County** is preparing to let a large project on 180th Street between West Dodge Road and West Maple Road in FY2019— culminating years of coordination and planning between federal state, and local partners.

During FY-2018, communities in **Sarpy County** created a new intergovernmental authority to manage the growth of the sanitary sewer system in the county and to rehabilitate sewers in existing communities as well. This infrastructure will be crucial in guiding future development in Sarpy County and will be a critical factor in future transportation decisions. MAPA awarded a H2050 mini-grant to Sarpy County to explore the future needs on the arterial and collector road system based on these proposed growth trends. The Highway 75 project will be under construction that will connect Bellevue and Plattsmouth with a grade-separated freeway. MAPA successfully coordinated resources between the Nebraska Department of Transportation, Sarpy County, Cass County, Bellevue, Plattsmouth, and the Papio-Missouri River NRD (PMNRD) to ensure that this new corridor did not preclude bicycle and pedestrian access. Girders for the trail connection on this segment were installed during FY2018 and MAPA continued to coordinate with make progress towards the construction of the connecting trail.

The **Council Bluffs Interstate (CBIS) Project**, a complete reconstruction of the interstate and railroad realignment, is scheduled to continue for at least the next eight years. Council Bluffs continues implementing its plan for **West Broadway corridor** that includes the reconstruction of West Broadway and creation of a multimodal transit corridor along 1st Avenue. A significant mixed-use project is currently under construction at Playland Park on the east end of the Bob Kerrey Pedestrian Bridge. Transportation in this area continues to be a key focus as community leaders and the philanthropic community are reimagining the riverfront and seeking to balance its redevelopment potential and access to open space. Additional progress has been made on the East Beltway project in Council Bluffs, with the second phase of project let in FY2019.

Work has continued on the development of a **Coordinated Call Center** and information sharing for the region. Metro Transit, the Veterans Administration (VA), and MAPA are working together to coordinate the development and implementation of the Coordinated Call Center including the purchase of hardware, software, and system engineering. Presently, Metro Transit's MOBY Paratransit service is coordinated along with the State of Nebraska's Medicare & Medicaid Transportation services. MAPA continues to work with other local and non-profit partners to build on this existing coordination between partners.

MAPA helped implement two **Congestion Mitigation Air Quality (CMAQ)** projects including the installation of 35 new bike share stations in the City of Omaha in FY2019. Progress continues to be made on the installation of up to 20 electric vehicle charging stations by the City of Omaha.

MAPA will administer and update the region's **FY 2019-2024 Transportation Improvement Program (TIP)**. The TIP includes state and local federal-aid projects and regionally significant projects programmed in the region for the next six years. In addition to roadway projects, the TIP covers anticipated expenditures for some alternative transportation projects such as the Transportation Alternatives Program (TAP), transit, and aviation. MAPA has continued to develop online TIP database and mapping platform that provides up-to-date programming information to project partners and helps track the status of projects in both Iowa and Nebraska.

MAPA's Coordinated Transit Committee (CTC) works on issues related to public transit, paratransit, and human services transportation. A FTA **Veterans Transportation and Community Living Initiative (VTCLI)** grant to develop a Coordinated Call Center for human services made progress through the first two summits during FY 2015. These resources helped create a core network of Automatic Vehicle Location (AVL) technology to provide real-time data to other agencies and serve as the foundation of coordinated services between human service organizations and transit agencies in the region— including through a new mobile app set to launch in late FY2019. This effort, in addition to the transit activities listed previously, addresses the Ladders of Opportunity PEA by improving gaps in the transportation system and mobility for residents. MAPA's robust public participation processes are other examples of steps toward the Ladders of Opportunity PEA.

Work Program Framework

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

MAPA has continued to update and maintain its Strategic Plan first developed with the MAPA Board in 2016. During the development of the UPWP, a priority setting process was used to evaluate existing programs and projects against these goals. Additional outreach was conducted to the Council of Officials, Board of Directors, and TTAC to understand our members' needs for the upcoming year. Results of the priority setting process are reflected by the projects and associated funding levels shown in the UPWP.

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

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

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

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

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

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

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

The UPWP budget includes additional matching funds beyond the 20% requirement from sub-recipients used to match FHWA PL funds for MAPA activities. These locally-funded planning activities contribute to the regional transportation planning process and are eligible to count toward the required local match for PL funding. In order to provide this match, sub-recipients of PL funds contribute a 30% match. The 10% of additional match beyond the 20% requirement provides match toward PL funds for MAPA activities. Sub-recipients for the FY2020 Work Program are summarized in the table below.

Awardee	Federal Source	Federal Share	Total Project Cost
Douglas County GIS	PL-Nebraska	\$55,000	\$78,571
Sarpy County GIS & Planning	PL-Nebraska	\$57,000	\$81,429
City of Omaha Planning	PL-Nebraska	\$30,000	\$42,857
City of Omaha Public Works	PL-Nebraska	\$60,000	\$85,714
Pottawattamie County -GIS	PL-Iowa	\$30,000	\$42,857
Metro Transit	FTA-5305d	\$60,000	\$85,714

Changes to the Approved Work Program

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

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

Revision Type	Approving Agency
Request for additional federal funding 2 CFR 200.308(b) and FTA Circular 5010.0C, I.6.e(1)]	FHWA / FTA
Transfer of funds between categories, projects, functions, or activities which exceed 10 percent of total work program budget \$150,000 2 CFR 200.308(e)	FHWA / FTA
Revision of scope or objectives of activities (i.e. adding or deleting activities or major change in scope of activity) 2 CFR 200.308 (c) (1)	FHWA / FTA
Transferring substantive programmatic work to third party (i.e. consultant) 2 CFR 200.308 (c) (6)	FHWA / FTA
Capital expenditures including equipment purchasing in excess of \$5,000 2CFR 200.439(a) (2) [OMB Circular A-87]	FHWA / FTA
Transfer of funds allotted for training allowances 2 CFR 200.308 (c) (5)	FHWA / FTA
Transfer of funds between categories, projects, functions, or activities which do not exceed 10 percent of total work program budget or when federal award share of total work program budget exceeds \$150,000 2 CFR 200.308 (e)	State
Revisions related to work that does not involve federal funding	MAPA

Revisions and Approvals Procedures

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

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

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

Performance management agreement between MAPA and State DOTs

On May 27, 2016, the final rule for statewide and metropolitan transportation planning was published, based on 2012's Moving Ahead for Progress in the 21st Century (MAP-21) Act and 2015's Fixing America's Transportation System (FAST) Act. As part of this final rule, [23 CFR 450.314 \(h\)](#) was amended to state:

(h)(1) The MPO(s), State(s), and the providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see §450.306(d)), and the collection of data for the State asset management plan for the NHS for each of the following circumstances:

- (i) When one MPO serves an urbanized area;*
- (ii) When more than one MPO serves an urbanized area; and*
- (iii) When an urbanized area that has been designated as a TMA overlaps into an adjacent MPA serving an urbanized area that is not a TMA.*

(2) These provisions shall be documented either:

- (i) As part of the metropolitan planning agreements required under paragraphs (a), (e), and (g) of this section; or*
- (ii) Documented in some other means outside of the metropolitan planning agreements as determined cooperatively by the MPO(s), State(s), and providers of public transportation.*

In 2017, the following three-pronged approach was cooperatively developed to address 23 CFR 450.314 (h) for MPOs in Iowa. This approach provides a regular opportunity to review and update coordination methods as performance management activities occur, which offers an adaptable framework as performance-based planning and programming evolves.

- Agreement between the Iowa DOT and MPOs on applicable provisions through documentation included in each MPO's TPWP.
- Agreement between the Iowa DOT and relevant public transit agencies on applicable provisions through documentation included in each public transit agency's consolidated funding application.
- Agreement between each MPO and relevant public transit agencies on applicable provisions through documentation included in the appropriate cooperative agreement(s) between the MPO and relevant public transit agencies.

Performance measures require coordination with the MPOs to set performance targets, collect performance measure data and report performance measure data to FHWA and/or FTA. These requirements are included in this MPO manual as detailed in this section and identify the responsibilities for carrying out performance-based planning and programming in the metropolitan planning area (23 CFR 450.314(h)). National goals and performance management measures are identified in 23 U.S.C §150 and Federal Transit performance measures for capital assets are identified in 49 CFR §625.43 and safety in 49 CFR Part 673.

This following section includes the provisions for cooperatively developing and sharing information related to transportation performance data, selecting performance targets, reporting performance targets, performance used in tracking progress toward attainment of critical outcomes for the region of the MPO, and collecting data for the State Transportation Asset Management Plan (TAMP) for the NHS. Inclusion of the following language in an MPO's TPWP, and that TPWP's subsequent approval by Iowa DOT, constitutes agreement on these items. The Iowa DOT and MAPA agree to the following provisions. The communication outlined in these provisions between the MPO and Iowa DOT will generally be through the statewide planning coordinator in the Office of Systems Planning.

1) Transportation performance data

- a. The NDOT and Iowa DOT will provide MPOs with the statewide performance data used in developing statewide targets, and, when applicable, will also provide MPOs with subsets of the statewide data, based on their planning area boundaries.
- b. If MPOs choose to develop their own target for any measure, they will provide the NDOT and Iowa DOT with any supplemental data they utilize in the target-setting process.

2) Selection of performance targets

- a. The NDOT and Iowa DOT will develop draft statewide performance targets for FHWA measures in coordination with MPOs. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. MPOs shall be given an opportunity to provide comments on statewide targets and methodology before final statewide targets are adopted.
- b. If an MPO chooses to adopt their own target for any measure, they will develop draft MPO performance targets in coordination with the NDOT and Iowa DOT. Coordination methods will be at the discretion of the MPO, but the NDOT and Iowa DOT shall be provided an opportunity to provide comments on draft MPO performance targets and methodology prior to final approval.

3) Reporting of performance targets

- a. NDOT and Iowa DOT performance targets will be reported to FHWA and FTA, as applicable. MPOs will be notified when NDOT and Iowa DOT has reported final statewide targets.
- b. MPO performance targets will be reported to the NDOT and Iowa DOT.
 - i. For each target, the MPO will provide the following information no later than 180 days after the date the NDOT and Iowa DOT or relevant provider of public transportation establishes performance targets, or the date specified by federal code.
 1. A determination of whether the MPO is 1) agreeing to plan and program projects so that they contribute toward the accomplishment of the NDOT and Iowa DOT or relevant provider of public transportation performance target, or 2) setting a quantifiable target for that performance measure for the MPO's planning area.
 2. If a quantifiable target is set for the MPO planning area, the MPO will provide any supplemental data used in determining any such target.
 3. Documentation of the MPO's target or support of the statewide or relevant public transportation provider target will be provided in the form of a resolution or meeting minutes.
- c. The NDOT and Iowa DOT will include information outlined in 23 CFR 450.216 (f) in any statewide transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.218 (q) in any statewide transportation improvement program amended or adopted after May 27, 2018.
- d. MPOs will include information outlined in 23 CFR 450.324 (g) (3-4) in any metropolitan transportation plan amended or adopted after May 27, 2018, and information outlined in 23 CFR 450.326 (d) in any transportation improvement program amended or adopted after May 27, 2018.
- e. Reporting of targets and performance by the NDOT and Iowa DOT and MPOs shall conform to 23 CFR 490, 49 CFR 625, and 49 CFR 673.

- 4) Reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO**
 - a. The NDOT and Iowa DOT will provide MPOs with the statewide performance data used in developing statewide targets, and, when applicable, will also provide MPOs with subsets of the statewide data, based on their planning area boundaries. Updates of this data will include prior performance data.
- 5) The collection of data for the State asset management plans for the NHS**
 - a. The NDOT and Iowa DOT will be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS.

FY-2020 WORK PROGRAM ACTIVITIES

The following pages detail the work activities that MAPA and contract sub-recipients will undertake in FY 2019.

Work Program & Federal Assurances (200)

Objective

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

Previous Work

- Maintained and updated UPWP
- Developed & Executed PL Agreements with NDOT
- Certification Review in July of 2018 and implementation of Action plan
- Executed and administered contracts with sub-recipients
- Quarterly reporting & Invoicing to NDOT & IDOT
- Update to Title VI, Limited English Proficiency and ADA policies
- Developed Annual DBE Goal

Work Activities

1. Planning Agreements

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

2. Unified Planning Work Program (UPWP)

Develop FY2021 UPWP and maintain the FY2020 UPWP. A draft UPWP is approved in March by the Council of Officials, Board of Directors, and TTAC, with submittal in April for state and federal review. Final approval by MAPA occurs in May, with submittal in June to state and federal agencies.

3. Certification Review Action Plan

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

4. Civil Rights & Disadvantaged Business Enterprise (DBE)

The approved Title VI Plan will be modified and updated as needed. Communicate civil rights activities to FHWA/FTA. Review DBE Program and develop annual goals. Participate in regional equity forums to ensure transportation is incorporated into broader planning and equity initiatives.

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

200 Budget

MAPA Activities

Federal Cost

\$22,459

Total Cost

\$24,643

Hours

380

Board & Committee Support (210)

Objective

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

Previous work

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

Work Activities

1. Council of Officials

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

2. Board of Directors

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

3. Finance Committee

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

4. Transportation Technical Advisory Committee (TTAC)

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

5. Regional Planning Advisory Committee (RPAC)

Provide a forum to coordinate future planning and growth in the Greater Omaha-Council Bluffs region. The Committee will provide direction for the regional vision (Heartland 2050) through oversight of the Implementation Committees work and strategic decision-making. The RPAC meets on a bi-monthly basis to approve action items and discuss issues within the region to forward recommendations to the Board of Directors.

210 End Products		Schedule
1.	Council of Officials	Quarterly
2.	Board of Directors	Monthly
3.	Finance Committee	Monthly
4.	Transportation Technical Advisory Committee (TTAC)	Monthly
5.	Regional Planning Advisory Committee (RPAC)	Bi-Monthly

210 Budget	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$145,206	\$159,530	2,454

Regional Transportation Planning (220)

Objective

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

Previous Work

- Continued development of 2050 LRTP materials for the unified transportation plan
- Developed revised regional narrative for LRTP and CEDS documents
- Completed Phase 3 of the Metro Travel Improvement Study for the region
- Served on action team for City of Omaha Transit Oriented Development (TOD) policy
- Participated in development of Complete Streets Design Manual for City of Omaha
- Participated in stakeholder committees for Omaha Rapid Bus Transit (ORBT) project
- Conducted outreach to freight and private sector representatives
- Assisted with local planning studies, including providing forecasts and data

MAPA Work Activities

1. LRTP Development and Administration

Develop 2050 LRTP to be adopted by October 2020. Implement, review, and amend the LRTP as necessary. Support regional goals in accordance with the federal transportation planning provisions. As a key element of the LRTP development efforts performance measures will be developed and assessed as part of the scenario planning for the 2050 LRTP. Coordination with Greater Omaha Chamber of Commerce (GOCC) Prosper 2.0 and Comprehensive Economic Development Strategy (CEDS) update. Utilize consultants for various portions of the LRTP including marketing and public involvement activities such as the development of brochures, websites, info-graphics, surveys, and citizen engagement events. Purchase interactive tools for engaging the public.

2. Transit Planning Activities

Provide data, technical analysis, and coordination in support of short-range and long-range mass transit planning. This will include collaboration with Metro Transit, MAPA committees, local governments, nonprofit agencies, and other stakeholders in the transit planning process. Continue the implementation of the Regional Transit Vision through the Transit Development Plan and Close the Gap strategy proposed in Heartland 2050. Included in this is continued planning support for the Omaha Bus Rapid Transit (ORBT) corridor, potential future BRT extensions, core system improvements, suburban and express route enhancements. Study continues on a proposed modern streetcar concept in downtown and midtown Omaha. Ongoing support of transit planning in Council Bluffs and coordination between SWITA and Metro Transit.

MAPA will also continue to work with transportation service providers, human service agencies, and stakeholders to encourage, coordinate, and implement plans, actions, and programs to enhance the transportation opportunities of the elderly, disabled, and economically disadvantaged. The Coordinated Transit Plan, adopted in FY2018, will continue to be implemented through the Coordinated Transit Committee and its work groups.

3. Bicycle & Pedestrian Planning Activities

Participate in bicycle / pedestrian planning activities for the region, including the implementation of the Omaha Complete Streets policy and development of the Complete Streets Design Guide. Support implementation of the Complete Streets policy included in the LRTP. Assist with implementation and updates to the Heartland Connections Regional Bicycle / Pedestrian Plan with local project partners. Support the Mayor of Omaha's Active Living Advisory Committee, including as a representative on the Vision Zero Task Force. Support local advocacy for bicycle and pedestrian investment.

4. Freight Planning & Coordination

Convene representatives from freight and goods movement industries as well as local, state and federal officials to ensure that freight is included in the regional planning process. Much of this work will be conducted as part of the Unified Regional Transportation Plan being coordinated by the Greater Omaha Chamber. Analyze potential solutions to issues developed through the stakeholder outreach. Support private sector participation in the transportation planning process by working with local Chambers of Commerce, Economic Development Corporations, freight representatives, and private transportation industries to review transportation plans / programs. Utilize the Freight Analysis Framework (FAF) and other publicly available data. Purchase data to conduct planning studies, analyses, and modeling of freight and goods movement in the region.

5. Congestion Management Process (CMP)

Implement recommendations to enhance the CMP contained in the Certification Review report. Monitor causes of recurring / nonrecurring congestion and identify congestion relief opportunities. Utilize data collected from MTIS, NDOT, Iowa DOT, and other sources to assess existing congestion conditions in the region. Update CMP and approve as a stand-alone document in coordination with 2018 Traffic Reports. Prepare and conduct sessions on congestion for the Transportation Summit, and potentially hold additional working group sessions.

6. Other Long-Range Studies

Provide technical assistance and related transportation system travel, financial, and socioeconomic data to the states and local jurisdictions as requested to assist in conducting long-range corridor, location, subarea, feasibility, and other project level studies. This element includes working on PEL and IJR activities for a new I-80 Interchange in the 180th-192nd Street area of Sarpy County, as well as other projects requiring coordination with cities, counties, states, utilities, and other stakeholders.

MAPA and NDOT will continue work on MTIS, a comprehensive study of the National Highway System and other modes of transportation in the region. Phase 3 reports will be incorporated into the LRTP 2050 with construction phasing being coordinated between state and local projects.

220 End Products for MAPA Work Activities		Schedule
1.	LRTP Development and Administration (2050 LRTP)	Ongoing
2.	Transit Planning Activities	Ongoing
3.	Bicycle & Pedestrian Planning Activities	Ongoing
4.	Freight Planning & Coordination	Ongoing
5.	Congestion Management Process (CMP)	Ongoing
6.	Other Long-Range Studies	Ongoing (MTIS (Q1))

220 Budget	Federal Cost	Total Cost	Hours
MAPA Activities	\$187,482	\$205,987	3,169

Contracts and Sub-recipients

Federal Share (Total Cost)

Transportation Support & Communications (22001)

\$60,000 (\$75,000 total)

MAPA will utilize our on-call communications firm to provide support for regional visioning and transportation planning efforts, including coordination with the Unified Transportation Plan, Smart Cities and Heartland 2050. These deliverables may include items such as brochures, website content, videos, local transportation needs and funding analysis, and strategic communications activities.

Regional Bicycle-Pedestrian Plan Update (22002)

\$60,000 (\$75,000 total)

MAPA will procure a consultant to assist with updates to the 2015 Heartland Connections Regional Bicycle-Pedestrian Plan. Updates will include review of implemented projects, updates to corridors, and identification of denser bicycle networks in regionally significant nodes throughout the region.

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

Objectives

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

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

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

To ensure the successful administration of the Metro Area Motorist Assist (MAMA) Program

Previous Work

- Processed TIP Amendments and Administrative Modifications
- Continued development of online TIP database and project management platform
- Completed development of FY2020 TIP
- Assisted with the implementation of the CMAQ-funded bike share expansion project
- Administered Project Selection Subcommittee (ProSe-Com) for Surface Transportation Program (STBG)
- Administered the Transportation Alternatives Program Committee (TAP-C) for Transportation Alternatives Program (TAP) projects
- Administered the Coordinated Transit Committee for transit projects related to Section 5310 and JARC funding
- Provided transportation technical assistance to member cities and counties

MAPA Work Activities

1. **Maintenance of FY2018 and FY2019 Transportation Improvement Programs (TIPs)**
Administer the FY2019TIP (through September 30th, 2019) and FY2020 TIP (beginning October 1st, 2019). Process Amendments and Administrative Modifications of the trip as necessary. Monitor and maintain fiscal constraint of the TIP and ensure consistency of the TIP with the LRTP.
2. **Project Selection Activities (STBG, TAP, & 5310)**
The Project Selection Committee (ProSeCom) will be convened to review and recommend federal-aid projects eligible for STBG funds based on project selection criteria linking the TIP to the LRTP's goals. The Transportation Alternatives Program Committee (TAP-C) will be convened to review and recommend federal-aid projects eligible for TAP funds based on project selection criteria linking the TIP to regional bicycle / pedestrian goals. The Coordinated Transit Committee (CTC) will be convened to review and recommend funding for Section 5310 based on project selection criteria linking the TIP, Coordinated Transit Plan and the Long Range Transportation Plan.

3. Transportation Funding Analysis
Identify funds available to the region from federal and state transportation legislation. Identify and assess innovative financing techniques to fund projects and programs. Provide data and information to officials on the status of transportation funding in the MPO. Analyze the costs / benefits of short-range and long-range needs in conjunction with local / state partners in collaboration with the LRTP. Coordination with State and Federal officials on transportation funding issues. Analyze and implement TIP Administrative Fee for federal-aid projects.
4. Development of FY2021 Transportation Improvement Program
Develop the TIP to provide a program of federal-aid transportation projects. The TIP includes at least four fiscally-constrained years of programming and a prioritized project list with a financial plan for project implementation. A progress report on the implementation of projects programmed for the most recent fiscal year will be also be included. The updated TIP is approved each year in June and is ready for implementation when the new federal fiscal year begins on October 1st. In addition, as performance measure final rulings per FAST Act are issued these will be included based on state and federal guidance.
5. Performance Measurement & Reporting
MAPA will coordinate with state and federal agencies to develop a set of performance measurements for the LRTP and TIP. Conduct studies and analyses of transportation data to develop and assess performance measures. Performance measures will be developed as part of the MTIS and LRTP plans. Data will be purchased (as necessary) to support the performance measurement analyses and implementation. New annual targets for Safety performance measures will be adopted before February 27, 2020.
6. Local Project Support & Coordination
MAPA staff members provide technical assistance for MAPA, local and state transportation projects as needed. In particular, MAPA's local project liaison will work to coordinate project delivery with MAPA planning and administration, and assist with project communication and streamlining. MAPA may serve as the Responsible Charge (RC) for Nebraska projects using federal funds. Attend Nebraska Environmental Assessment (EA) meetings to track the progress of local projects through the NEPA process. Assist jurisdictions with grant writing and administration for transportation activities on projects including the USDOT, Iowa DOT, and other grant opportunities. Continue participation in regional Transportation Systems Management (TSM) and Transportation Incident Management (TIM) meetings. Attend planning-related meetings and activities supporting the regional transportation planning process.

230 End Products for MAPA Work Activities		Schedule
1.	Maintenance of FY2019 & FY2020 TIPs	Ongoing
2.	Project Selection Activities	Winter 2019
3.	Transportation Funding Analysis	Ongoing
4.	Development of FY2021 TIP	Spring 2020
5.	Performance Measurement & Reporting	Ongoing
6.	Local Project Support & Coordination	Ongoing

<u>230 Budget</u>	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$125,923	\$138,340	2128

230 Contracts & Subrecipient Work Activities

Federal Share (Total Cost)

Sarpy Interchange PEL Study

\$100,000 federal (\$125,000 total)

Planning and Environmental Linkages (PEL) study to determine the location of a new 1-80 interchange in Sarpy County. Study builds off analysis that was conducted as part of the Metro Travel Improvement Study (MTIS) and will support an anticipated Interchange Justification Report (IJR). Funding represents regional support of project.

Eppley Connector Study (23000)

\$100,000 (\$125,000 total)

This planning study will evaluate alternatives for the future connection of a new Missouri River bridge connection between I-680 and the Storz expressway and associated economic development activities.

Communication & Public Involvement (240)

Objectives

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

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

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

Previous Work

- Drafted and completed update to the Public Participation Plan
- Prepared 2017 annual PPP report
- Performed ADA assessments of venues for public involvement
- Conducted outreach and engagement activities with underrepresented population
- Presented to and facilitated discussion at Citizen's Academy
- Published newsletters, annual reports, and regional directory

MAPA Work Activities

1. **Public Participation Plan (PPP) & Public Engagement Activities**
Implement the policies identified in the Public Participation Plan. This plan includes a proactive outreach program that provides complete information, timely public notice, full public access to key decisions, opportunities for visioning on the transportation system and land use patterns, and supports an early and continuing involvement of the public in developing the LRTP and TIP. An annual report documenting public participation activities conducted during the past year will be created. Conduct public involvement and engagement efforts related to the transportation planning process. Host public forums and panel discussions on topics related to and impacted by transportation planning. Conduct presentations and meetings with service clubs, neighborhoods, community leaders, elected officials, and others to foster strong relationships and engage the public in the planning process. Efforts will include outreach and engagement activities with low-income, minority, and other underrepresented segments of the population.
2. **Equity & Engagement Committee**
Administer and facilitate activities of the Equity and Engagement Committee. Provide input into and leadership of MAPA's public participation process. Develop regional tool-kits and scorecards to ensure representative participation in the planning process. Participate in IAP2 workshops hosted by regional partners.
3. **Publications & Newsletters**
Develop, produce, and disseminate the MAPA Annual Report. Prepare and disseminate the Community Assistance Report. Develop, produce, and disseminate at least six issues of the "What's Happening for Community Leaders" newsletter. Develop and maintain a website with a map-based listing of the elected and appointed public officials for the region. Develop and distribute information from local / regional data and research. The information will include MAPA reports and summaries related to demographics, employment, land use, housing, traffic, transit, and other programs.
4. **Online Activities (Websites & Social Media)**
Maintain the MAPA websites including MAPA, Heartland 2050, Little Steps - Big Impact, and Metro Rideshare. Update the MAPA website with projects, regional data, maps, and committee information. Update MAPA's social media to communicate pertinent information to the public. Integrate the MAPA public outreach efforts with various social media outlets.

5. Participation in Partner Forums

Participation in Federal, State and Local forums to support the transportation planning process. Examples include public events or hearings related to transportation projects, state commission meetings, and ongoing coordination meetings between state partners (NDOT and IDOT) and MPOs. Coordination with other local, transportation-related activities.

240 End Products		Schedule
1.	PPP & Public Engagement Activities	Ongoing
2.	Equity & Engagement Committee	Quarterly
3.	Publications & Newsletters	Ongoing
4.	Online Activities (Websites & Social Media)	Ongoing
5.	Participation in Partner Forums	Ongoing

240 Budget	Federal Cost	Total Cost	Hours
MAPA Activities	\$173,034	\$190,110	2,925

Regional Data, Mapping, & Modeling (250)

Objectives

To conduct socioeconomic and demographic forecasts in support of the transportation planning process
To develop and maintain regional Geographic Information Systems (GIS)
To develop and maintain modeling tools to support decision-making at the state, regional, and local level

Previous Work

- Developed GIS data in coordination with regional partners
- Coordinated with vendor for 2017 NIROC project
- Completed 2016 traffic & safety reports
- Refined socioeconomic data and scenarios for travel demand model
- Assisted with corrections to annual Census population estimates
- Developed regional permit database

MAPA Work Activities

1. GIS & Regional Transportation Data

Maintain and update an integrated geographic data base system and develop other computerized tools to assist in the analysis and manipulation of data. Create maps, graphs, and analyses as requested for jurisdictions and the general public. Coordinate GIS activities in the region to support the planning process. Work on a portal for traffic count data. Purchase new hardware and accompanying software to support GIS activities as needed. Collect, purchase, and monitor local travel data including detailed data regarding traffic counts (such as time of day, occupancy, and vehicle classification), speed, and delay as available from local jurisdictions and other secondary sources. Develop data for Traffic Growth Reports and continue development of online resources including the Traffic Data Portal. Review pavement, traffic counts, and other roadway characteristics for NDOT Highway Performance Monitoring System (HPMS) report.

2. Technical Reports & Forecasts

Utilize the US Census data and other data to provide assistance to jurisdictions, businesses, individuals, and organizations with projects involving Census data. Purchase necessary data and conduct regional or local studies for growth monitoring and analysis. Collaborate with data partners toward the development of a regional data hub. Maintain a land use file based on the monitoring of land use changes through secondary sources. Keep an employment file detailing employers in the region, number of employees, industrial classifications, and locations. Maintain files on construction permits, apartment complexes, subdivisions/SIDs, and housing sales to further define housing locations and characteristics. Support development of 2018 Traffic Growth, Interchange, and Intersection Reports. Monitor other local population characteristics such as auto ownership, vital statistics, and school enrollment.

3. Regional Growth Monitoring

Tracking of progress towards Heartland 2050 land use vision. Continued development of regional permit dataset to track ongoing development activities and monitor growth. Development of annual growth report documenting regional development patterns, land consumption, and permit activity. Develop reports and visualization tools to illustrate the impact of development patterns on infrastructure costs.

4. Travel Demand Modeling Activities

Maintain and refine the regional travel demand model to provide forecasts for studies and planning activities. Update the model based on TMIP model peer review and subsequent guidance. Implement ISMS framework in coordination with Iowa DOT. Conduct regional / subregional travel demand model runs. Analyze output to provide data for local / state planning. Special modeling activities may be conducted for key corridors such as Highway 370 and 144th Street. Participate in training activities for travel demand modeling. Purchase data, software, and licenses for travel demand modeling. Utilize the External Travel Survey data regarding external traffic patterns and characteristics, as well as the 2009 National Household Travel Survey (NHTS) data for the region.

5. Land Use Activity Allocation Model (LUAAM)

Revise forecasts for basic trip generating variables (such as population, households, income, automobile ownership, and employment) to be utilized in the Land Use Activity Allocation Model (LUAAM) and travel demand modeling activities. Forecasts are coordinated with local / state partners including the state data centers. Purchase socioeconomic data for forecasting and modeling activities. Refine the LUAAM to provide population and employment forecasts for the region. The Envision Tomorrow model from Heartland 2050 may be utilized to conduct subregional workshops and plans. Provide training for stakeholders on the use of Envision Tomorrow.

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

250 Budget	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$219,431	\$241,093	3,709

250 Contracts & Subrecipient Work Activities

Federal Share (Total Cost)

On-Call Modeling Assistance (25003)

\$35,000 (\$35,000 total)

Consultants will provide travel demand model forecasts as requested by MAPA. The model will be updated and refined following recommendations from the FHWA Resource Center and TMAC input. Validate and provide

documentation for modeling activities. Implement ISMS recommendations. Conduct modeling scenarios related to other studies, as necessary.

Traffic Data Services (25004)

\$32,000 (\$40,000 total)

Vendor or consultant will provide traffic data to supplement existing traffic data sources in areas such as origin-destination information for automobiles and/or other modes, traffic volumes, or travel time.

Environment & Energy (260)

Objective

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

Previous Work

- Conducted 2017 Little Steps - Big Impact ozone awareness and reduction campaign with travel demand management strategies and marketing alternatives fuel options
- Planned 2018 Little Steps - Big Impact ozone awareness and reduction campaign
- Coordinated with NDOT and Iowa DOT on development of a regional rideshare / carpool program with travel demand management strategies
- Assisted City of Omaha with implementation of CMAQ funded bikeshare expansion project
- Participated in Clean Cities, electric vehicle, ethanol, and other alternative fuel technology efforts

MAPA Work Activities

1. Little Steps, Big Impact Ozone Awareness Campaign
Evaluate and analyze monitored air pollution data for carbon monoxide, ozone, particulates, and lead to meet air quality requirements. Work with federal, state, and local agencies to monitor air quality. Coordinate with local agencies to develop educational materials, conduct training, and utilize hand-held air quality monitors to inform the public about the ground ozone issues in the region. Develop and implement the Little Steps - Big Impact ozone awareness and outreach program. Prepare and conduct sessions on air quality and multi-modal planning at meetings and workshops. Data may be purchased to support air quality planning and modeling activities. MAPA staff will support the Little Steps - Big Impact program.
2. Alternative Fuels Activities
MAPA will participate in the Nebraska Community Energy Alliance (NCEA) and work with utilities to coordinate planning of environmental and energy-related efforts with the transportation planning process. Implement the electric vehicle (EV) charging stations project by working with local entities to identify locations for EV stations and potentially administer CMAQ grant to implement stations. Coordinate efforts to deploy infrastructure for increased usage of natural gas (CNG/LNG), electric vehicles, ethanol, and other alternative fuel efforts in Nebraska and Iowa. Activities may include grant preparation and oversight for CMAQ, Nebraska Environmental Trust, and other funding opportunities. Coordination with FHWA and states to implement Alternative Fuel Corridor designations.
3. Travel Demand Management & Other Activities
Coordinate with NDOT, Iowa DOT, and the Lincoln MPO in implementing and marketing a regional rideshare program with employers and citizens. Utilize RideShark platform available through Iowa DOT to support MetroRideshare website. Coordinate with employers to establish employer portals and manage carpool and vanpool activities. Provide outreach support for Nebraska's Statewide Vanpool project for employers within the Omaha-Council Bluffs region.
4. Metro Area Motorist Assist (MAMA) Program

Coordination with the Nebraska State Patrol to administer the program. Collection and aggregation of quarterly data transfers and the development of the annual statistical and financial reports. Coordination with NDOT to develop state-administered program.

260 End Products for MAPA Work Activities		Schedule
1.	Little Steps, Big Impact Ozone Awareness Campaign	Summer 2019/20
2.	Alternative Fuels Activities	Ongoing
3.	Travel Demand Management & Other Activities	Ongoing
4.	Metro Area Motorist Assist (MAMA)	Ongoing

260 Budget	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$84,646	\$92,980	1,430

260 Contracts & Subrecipient Work Activities

Federal Share (Total Cost)

Little Steps, Big Impact Education Campaign (26001)

\$160,000 (\$200,000 total)

The 2018 and 2019 Little Steps - Big Impact ozone reduction campaigns will focus education efforts on the small actions everyone can take to help reduce ground-level ozone and improve public health. Live Well Omaha will conduct a commuter challenge to increase alternative modes of transportation during the ozone season. Campaign goals include reducing single-occupancy vehicle trips and increasing usage of bicycle, pedestrian, transit, and carpool modes. Little Steps - Big Impact will also raise awareness of alternative fuels (such as electric vehicles, CNG/LNG, fuel cells, and biofuels) that reduce emissions. Funding will support staff time for the aforementioned activities.

Little Steps, Big Impact Active Commuting Outreach (26002)

\$84,000 (\$105,000 total)

The 2019 LSBI campaign will include consultant or sub-recipient outreach to employers in order to implement and promote the Wellness Commission of the Midlands' Active Commuting Tool-Kit. The tool-kit includes strategies and policies to promote active transportation, reducing parking demands for employers, and support programs such as carpooling and vanpooling.

Heartland 2050 (270)

Objective

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

Previous Work

- Facilitated H2050 Infrastructure Committee and working groups
- Completed site visit to Pittsburgh to explore transportation and development policies
- Initiated first year of H2050 Mini-Grant Program with STBG funding
- Solicited applications for second year of H2050 Mini-Grant projects
- Finalized "Block Talk" walk audit tool-kit and implemented it in communities around the region

Work Activities

1. Heartland 2050 Mini-Grant Program

Set-aside of STBG funding from NDOT and Iowa DOT for implementation of projects related to the Heartland 2050 Regional Vision and Action Plan. Facilitation of project selection process and administration of H2050 Mini-Grant Review Committee. Develop documentation to support expansion of the program beyond transportation projects with additional funding sources.

2. Heartland 2050 Committees & Working Groups
MAPA staff support related to the Heartland 2050 Implementation Committees, task forces and other work groups relate to the project. Facilitation of meetings and development of materials to coordinate the transportation planning process with the implementation of the H2050 Vision. Development of regional framework of Nodes and Corridors to guide infrastructure development and land use policy throughout the region. Assist with planning for Close the Gap initiative. MAPA staff will continue to support active working groups including the Autonomous & Connected Vehicles, Multi-Modal, and Nodes & Corridors.
3. Heartland 2050 Technical Analysis and Data Support
MAPA staff will conduct technical analysis and data support for the Heartland 2050 project. MAPA will coordinate and administer a Transit Return-on-Investment Assessment (ROI) for the Close the Gap Plan. Additionally, MAPA staff will support ongoing coordination related to regional the Smart Cities Lab project supported by the Peter Kiewit and Sherwood Foundations.
4. Heartland 2050 Public Outreach
MAPA staff will meet with local governments, community organizations and others to present the Heartland 2050 Regional Vision and gather public input. MAPA will also continue to facilitate local and regional conversations regarding the importance of the land use and transportation investments to achieving the goals of the Heartland 2050 Vision.
5. Heartland 2050 Summits and Speaker Series
MAPA staff will hold Heartland 2050 Summits to convene stakeholders and the public to hear speaker presentations, learn best practices from within and outside the region, discuss progress by committees and projects, and work on the initiative. These events are held quarterly with two summits and two speakers events anticipated annually.
6. Heartland 2050 Site Visits
Heartland 2050 will coordinate a site visit to a location where stakeholders will experience and meet with local representatives to learn more about walkable, livable communities that include robust transportation. The 2018 site visit will take place as part of the Rail-volution conference in Pittsburgh, PA, with a delegation of MAPA staff and community leaders attending.
7. Heartland 2050 Administration
MAPA staff will provide administrative support and administration for the Heartland 2050 project.

270 End Products		Schedule
1.	Heartland 2050 Mini-Grant Program	Winter 2019
2.	Heartland 2050 Committee & Working Groups	Ongoing
3.	Heartland 2050 Technical Analysis and Data Support	Ongoing
4.	Heartland 2050 Public Outreach	Ongoing
5.	Heartland 2050 Summits and Speaker Series	Quarterly
6.	Heartland 2050 Site Visit	Fall 2019
7.	Heartland 2050 Administration	Ongoing

270 Budget	Federal Cost	Total Cost	Hours
MAPA Activities	\$226,870	\$249,270	3,835

270 Contracts and Sub-recipients Work Activities

Federal Share (Total Cost)

Heartland 2050 Site Visit (27006)

\$17,500 (\$87,500 total)

Learning site visit to engage community leaders from public, private and non-profit sectors. As in previous years, focus of the site visit will be on the role that transportation investments play in supporting regional quality of life and economic development.

Training & Education (280)

Objective

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

Previous work

- Attended local workshops, training, and educational activities
- Participated in statewide COG / Economic Development District (EDD) organizations of Nebraska Regional Officials Council (NROC) and Iowa Association of Councils of Government (ICOG)
- Participated in MPO coordination meetings hosted by NDOT and Iowa DOT
- Took part in FHWA / FTA webinars related to federal guidance and initiatives
- Participated in NACTO and CTAA webinars related to national best practices
- Attended 2018 / 2019 national conferences held by National Association of Regional Councils (NARC) and National Association of Development Organizations (NADO)
- Hosted 2019 NARC Annual Conference and Exhibition in Omaha.

Work Activities

1. **Technical and Policy Education Activities**
Participate in ongoing education and staff development activities such as workshops, conferences, and webinars devoted to planning and research-related policy and technical information. Event sponsors include local, state, and national organizations such as the Greater Omaha Chamber of Commerce and Economic Development Partnership, American Society of Civil Engineers (ASCE), Locate, NROC, IARC, NARC, NADO, Transportation Research Board (TRB), American Planning Association (APA), and other organizations. Workshops and training activities may also be convened by local, state, and federal governmental agencies such as NDOT, Iowa DOT, USDOT, and EDA.
2. **Related Association Participation**
Participate in local, state, and national associations that provide ongoing education, training, staff and leadership development, and peer-to-peer knowledge exchange. Event sponsors include local, state, and national organizations such as the Greater Omaha Chamber, ASCE, LOCATE, NROC, IARC, NARC, NADO, TRB, APA and other organizations. Federal funding for these activities will not consist of lobbying in accordance with 2 CFR 200.450.
3. **Professional Certifications and Memberships**
Staff members apply, take required tests, and actively participate in professional organizations such as the APA's American Institute of Certified Planners (AICP).

280 End Products		Schedule
1.	Technical & Policy Education Activities	As Needed
2.	Related Association Participation	Ongoing
3.	Professional Certifications & Memberships	As Needed

<u>280 Budget</u>	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$85,428	\$93,840	1,444

Transportation Management (290)

Objective

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

Previous Work

- Personnel management for transportation activities
- Financial management of budget and contracts
- General administrative activities related to organization support and operations

Work Activities

1. **Program Administration**
Provide oversight and administrative support for MAPA transportation and data staff activities.
2. **Personnel Management**
Ongoing activities related to personnel needs, recruitment, orienting and training, and other human resource activities.
3. **Financial Management**
Monitoring and maintenance of MAPA's budget and development of dues schedule and associate membership program. Implementation and coordination for a TIP Administrative Fee.
4. **Contracts and Agreements**
Develop and negotiate contracts for programs, develop proposals as well as monitor and report on contracts.
5. **Quarterly Reporting and Invoicing (NDOT & Iowa DOT)**
Review quarterly reports and invoices for Nebraska Department of Transportation and Iowa Department of Transportation.

290 End Products		Schedule
1.	Program Administration	Ongoing
2.	Contracts	Ongoing
3.	UPWP	Ongoing
4.	Agreements	Ongoing
5.	Quarterly Reporting and Invoicing	Ongoing

<u>290 Budget</u>	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$67,283	\$73,900	1,137

Membership Services (300)

Objective

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

Previous Work

- Provided data and map requests to members.
- Coordinated with members on their projects and methodologies to benefit the regional transportation process.

Work Activities

1. Member Data Requests
MAPA staff will respond to requests for demographic, traffic, and other data requests from members.
2. Member Mapping Requests
MAPA staff will respond to mapping and GIS requests for demographic, traffic, and other data requests from members.

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

300 Budget

	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$11,063	\$12,120	186

Local and Partner Planning Support (310)

Objective

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

Previous Work

- Douglas County GIS created and maintained GIS data sets that support the regional planning process including Natural Resources Inventory (NRI) and open data portal.
- City of Omaha Public Works conducted the traffic counting program.
- City of Omaha Planning Department worked on Omaha transportation planning projects and coordinated with the regional planning process.
- Sarpy County GIS created and maintained GIS data sets that support the regional planning process including Natural Resources Inventory (NRI) and open data portal.
- Sarpy County Planning Department worked on transportation-related planning projects and coordinated with the region.
- Pottawattamie County GIS created and maintained GIS data sets that support the regional planning process including Natural Resources Inventory (NRI) and open data portal.
- Metro Transit conducted various transit planning activities.

310 Contracts and Sub-recipients

	Federal Share (Total Cost)
<u>Metro Transit Planning Activities</u> (31003)	\$60,000 (\$85,714 total)
Metro Transit will conduct various planning activities to support the regional transit system. Activities will include refining service changes implemented in June 2016 based on the Heartland Connections Regional Transit Vision recommendations, coordinating transit with Heartland 2050, managing the Transit Development Plan, and analyzing the recent on-board survey to implement changes.	
<u>Omaha Public Works Traffic Counting</u> (31003)	\$60,000 (\$85,714 total)
The City of Omaha Public Works Department will conduct traffic counting based on a three-year cycle following the industry's standard accepted practices. The goal is to systematically collect traffic volume data and turning movements for over 1,130 intersections every three years on average. The counts will be coordinated with MAPA and NDOT to support various tasks including long-range planning, crash analyses, signal timing, project-level analyses, and traffic data monitoring in the region. Funding will support staff time for traffic counting and analyses.	
<u>Douglas County GIS Activities</u> (31003)	\$55,000 (\$78,571 total)
Douglas County will manage and maintain transportation-related assets through the Cityworks GIS-based program. Implementing the natural resources inventory and coordinating open data resources with other county GIS departments. These assets include streets, construction projects, curb ramps, bridges, maintenance areas, sidewalks, sewers, snow removal routes, pavement markings, parking meters, signs, traffic signals, street parking, alleys, and unimproved roads. Douglas County will create, maintain, and manage transportation-related GIS data and coordinate with MAPA on the development of a regional traffic count portal. In addition, Douglas County will design, develop, implement, and maintain various GIS web and mobile applications in support of transportation-related activities within the City of Omaha and Douglas County. Douglas County will also support implementation of regional open data portal and Natural Resource Inventory projects.	
<u>Omaha Planning Activities</u> (31003)	\$30,000 (\$42,857 total)
The City of Omaha Planning Department will develop and refine the transportation planning process. Work activities will include, but are not limited to, the Midtown / Downtown BRT and Urban Circulator project, North Downtown pedestrian bridge, facilitation and development of parking management systems, development review	

for transportation planning, and Complete Streets Omaha. Other activities include coordination with MAPA and regional planning activities, as well as travel to national and regional events / conferences for technical and policy training such as: FTA and FHWA sponsored workshops, Nebraska Chapter of the American Planning Association annual conference, American Planning Association National Conference, Rail-Volution Transit Conference, Congress for New Urbanism, Designing Cities Conference Sponsored by the National Association of City Transportation Officials and other similar conferences. Funding will support staff time, travel, supplies and consultant expenses for the aforementioned activities.

Federal Share (Total Cost)

Sarpy County Planning and GIS Activities (31003)

\$57,000 (\$81,429 total)

The Sarpy County Planning Department will conduct development review, and development regulations update in coordination with MAPA and the regional transportation planning process. Funding will support staff time for the aforementioned activities. Sarpy County will conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Sarpy County will accurately develop and maintain data sets and tools supporting transportation planning, modeling, analysis, and forecasting. Data sets will include, but not be limited to, streets, bridges, railways, trails, traffic counts, parcels, land use, environmental and physical features, and jurisdictional boundaries. Implementing the natural resources inventory and coordinating open data resources with other county GIS departments. Funding will support staff time for the aforementioned activities. Sarpy County will also support implementation of regional open data portal and Natural Resource Inventory projects.

Pottawattamie County GIS Activities (31003)

\$30,000 (\$42,857 total)

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

5310 Subrecipients (31001)

MAPA administers the Section 5310 program for distribution to eligible subrecipients. 5310 funding is a discretionary capital assistance program to assist local governments, private agencies, and nonprofit agencies provide transportation service for the elderly and disabled. Anticipated contracts for operations and capitalized costs of operations for FY2020 include:

Black Hills Works

\$144,570 (\$289,140 total)

Black Hills Workshop supports individuals employed at Offutt Air Force Base and provides transportation on almost a 24 hour a day/seven day a week basis. There currently are 9 runs in which our vehicles travel approximately 500 miles each day providing door to door services. The majority of our runs are during hours that the Metro Area Transit does not operate.

Florence Home for the Aged

\$42,780 (\$85,560 total)

Florence Home Transportation Services provides trained staff to accompany residents with disabilities, the elderly, and veterans on transportation trips to physician visits, dental appointments, outings and social events. Resident served live at Florence Home Healthcare Center, Royale Oaks Assisted Living, House of Hope Alzheimer's Care and House of Hope Assisted Living.

Metro Transit

\$75,000 (\$93,750 total)

Metro's automatic vehicle location (AVL) project will provide real-time position of fixed route transit fleet vehicles by relaying information to a dispatch center. The real time information will be available to both Metro and passengers in order to facilitate ease of use and enable Metro to improve reliability and on-time performance. Real-time data on both fixed route and paratransit services will assist with coordinating trips between fixed route, MOBY and other service providers.

Federal Share (Total Cost)

City of Council Bluffs Specialized Transportation Services (STS)

\$70,672 (\$88,340 total)

Cost of Contracted Services for the City of Council Bluffs Paratransit Service known as the Council Bluffs Special Transit Service (STS) serving the elderly and disabled citizens of Council Bluffs with transportation within the city limits of Council Bluffs and to three (3) designated medical facilities in Omaha, NE, i.e. CHI-Creighton Medical Center, the University of Nebraska Medical Center and the VA Medical Center.

Heartland 2050 Mini-Grant Program – FY2018 Awards (31002)

The Heartland 2050 Mini-Grant program provides support for projects that incorporate the goals and principles of the Heartland 2050 Vision, such as walkable, livable communities, transportation options, well-planned and efficient infrastructure, and regional collaboration, into local projects. The percentage value noted in parentheses denotes the amount of effort anticipated in FY2020:

Council Bluffs – 1st Ave Corridor Alternatives Analysis (STBG) (100%) \$160,000 (IA) (\$200,000 total)

Heartland 2050 Mini-Grant Program – FY2019 Awards (31002)

The Heartland 2050 Mini-Grant program provides support for projects that incorporate the goals and principles of the Heartland 2050 Vision, such as walkable, livable communities, transportation options, well-planned and efficient infrastructure, and regional collaboration, into local projects. FY2020 projects include:

City of Omaha – North 24th Street Corridor Study (Sec. 5304) (90%) \$90,000 (NE) (\$112,500 total)

Heartland 2050 Mini-Grant Program – FY2020 Awards (31002)

The Heartland 2050 Mini-Grant program provides support for projects that incorporate the goals and principles of the Heartland 2050 Vision, such as walkable, livable communities, transportation options, well-planned and efficient infrastructure, and regional collaboration, into local projects. FY2020 projects include:

City of Omaha – Central 24th Street Corridor Study (STBG) (100%) \$100,000 (NE) (\$125,000 total)

Nebraska-Iowa Regional Orthophotography Consortium (NIROC) (310004)

(\$1,015,573 total)

Vendor will provide orthophotography and oblique aerial photography in support of local land use and transportation planning processes. Flights and data collection are anticipated in Douglas, Sarpy, Lancaster, and Pottawattamie Counties as part of the consortium. Anticipated payment of \$291,357 for FY2018 flight and \$724,216 for FY2020 flights.

APPENDIX II - MAPA Council of Officials

NEBRASKA

DOUGLAS COUNTY (531,265)
Bennington (1,458)
Boys Town (745)

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

SARPY COUNTY (158,840)
Bellevue (50,137)
Gretna (4,441)
La Vista (15,758)
Papillion (18,894)
Springfield (1,529)

WASHINGTON COUNTY (20,234)
Arlington (1,243)
Blair (7,990)
Fort Calhoun (908)
Herman (268)
Kennard (361)
Washington (155)

IOWA

MILLS COUNTY (15,059)
Emerson (438)
Glenwood (5,269)
Hastings (152)
Henderson (185)
Malvern (1,142)
Pacific Junction (471)
Silver City (275)

POTTAWATTAMIE COUNTY (93,158)
Avoca (1,506)
Carson (812)
Carter Lake (3,785)
Council Bluffs (62,230)
Crescent (617)
Hancock (196)
Macedonia (246)
McClelland (151)
Minden (599)
Neola (842)
Oakland (1,527)
Trey nor (919)
Underwood (917)
Walnut (785)

CLARE DUDA (representing Board Chairman Mary Ann Borgeson)
JOHN MATT, Mayor
JOHN MOLLISON (representing Board Chairman Rev. Steven Boes)
JEAN STOTHERT, Mayor
BEN GRAY, City Councilmember
DON GROESSER, Mayor
CAROL SMITH, Mayor
KEN HITCHLER, Village Board Chairman

GARY MIXAN (representing Board Chairman Don Kelly)
RITA SANDERS, Mayor
JEFF KOOISTRA (representing Mayor Jim Timmerman)
DOUG KINDIG, Mayor
DAVID BLACK, Mayor
ROBERT ROSELAND, Mayor

CARL LORENZEN, Supervisor Board Chairman
PAUL KRAUSE, Village Board Chairman
JIM REALPH, Mayor
MITCH ROBINSON, Mayor
KIM JOHNSON, Village Board Chairman
CLINT PEARSON, Village Board Chairman
ERNEST BELIK, Board of Trustees

CAROL VINTON, (representing Board Chairman Lonnie Mayberry)
ROB ERICKSON, Mayor
BRIAN TACKETT, Mayor
RODNEY COURTIER, Mayor
MICHAEL BAUMFALK, Mayor
MICHAEL BLACKBURN, Mayor
ANDY YOUNG, Mayor
GARY FRANKFORTER, Mayor

TOM HANAFAN (representing Board Chairman Justin Schultz)
JERALD ESPESETH, Mayor
TIM TODD, Mayor
GERALD WALTRIP, Mayor
MATTHEW WALSH, Mayor
BRIAN SHEA, Mayor
HAROLD HOFFMAN, Mayor
JAMES BRADEN, Mayor
MITCH KAY, Mayor
KEVIN ZIMMERMAN, Mayor
PETE SORENSEN, Mayor
MICHAEL O'BRIEN, Mayor
BRYCE POLAND, Mayor
DENNIS BARDSLEY, Mayor
GENE LARSEN, Mayor

PRESIDENT

VICE PRESIDENT

MAPA Council of Officials

SPECIAL PURPOSE GOVERNMENTAL ENTITIES

Bellevue Public Schools
Council Bluffs Airport Authority
Council Bluffs Planning Commission
Fremont School District
Golden Hills Resource Conservation & Development
Iowa Western Community College
Metro Transit
Metropolitan Utilities District
Metropolitan Community College

Millard Public Schools
Omaha Airport Authority
Omaha Housing Authority
Omaha Planning Board
Omaha Public Power District

Papillion-La Vista Public Schools
Papio Missouri River NRD
Pony Creek Drainage District
Ralston Public Schools
Valley Fire District #5

PHIL DAVIDSON, Board President
ANDY BILLER (representing Board President John Dalton)
LINDSEY DANIELSON, Board Chairman
MARK SHEPARD, Superintendent
MICHELLE WODTKE-FRANKS, Board Chairman
RANDY PASH, Board Chairman
DANIEL LAWSE, Board Chairman
SCOTT KEEP, President
STEVE GRABOWSKI, (representing Board Chairman Roger Garcia)
DR. JIM SUTFIN, Superintendent
DAN OWENS (representing Board Chairman Eric Butler)
DAVID LEVY, Board Chairman
BRINKER HARDING, Board Chairman
TOM RICHARDS (representing Board Chairman NP (Sandy) Dodge)
ANDREW RIKLI, Superintendent
DAVID KLUG, Board Chairman
JAY CHRISTENSEN, Board Chairman
DR. MARK ADLER, Superintendent
AARON UECKERT, Fire Chief

MAPA Board of Directors

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

MAPA Transportation Technical Advisory Committee (TTAC)

TTAC Voting Members

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

TTAC Associate Members

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

BALLOT #10
Articles of Interlocal Cooperation Agreement Amendment
June 2019

By signing this ballot, as a member the Council of Officials, I have reviewed the attached proposed amendments of the Articles of Interlocal Cooperative Agreement and vote for the following action:

Vote for one:

____ I am **FOR ALL** proposed amendments

____ I am **AGAINST ALL** proposed amendments

____ I am casting individual votes on each section

Jurisdiction

Signature of Council of Officials Member or Designated Representative

Date

Printed Name and Title of Council of Officials Member or Designated Representative

If you selected on the ballot that you would cast individual votes on each section, write your initials next to either ___ For, or ___ Against each time it occurs.

Omaha-Council Bluffs Metropolitan Area Planning Agency
Articles of Interlocal Cooperation Agreement
Ballot #10, June 2019

ARTICLE I. ORGANIZATION

___ For

___ Against

SECTION 1.04 GEOGRAPHIC LIMITS. The MAPA region shall be synonymous with the geographic limits of MAPA. The geographic limits within which MAPA will perform its normal functions under this Agreement shall be that geographic area comprised of Cass, Douglas, Sarpy, and Washington Counties in Nebraska and Mills and Pottawattamie Counties in Iowa and such other counties as may be admitted under SECTION 1.05 and/or 1.06 of this Agreement.

ARTICLE II. DEFINITIONS

___ For

___ Against

Equity Member County: County member with participation in the financial investment of MAPA upon joining MAPA, as more specifically defined in Section 3.02.01 below.

Non-equity Member County: County member which did not participate in the financial investment of MAPA upon joining MAPA.

ARTICLE III. MEMBERSHIP

___ For

___ Against

SECTION 3.02 MEMBER COUNTIES. Member counties shall be represented on the Council of Officials by the Chairman of their respective Board of County Commissioners or Board of Supervisors. Additional counties within the geographical limits of MAPA, as defined Section 1.04, shall be admitted as a Member County upon approval by sixty-six and two-thirds percent (66 2/3%) of the membership of the Council of Officials membership and financial contribution as required herein.

SECTION 3.02.01 EQUITY MEMBER COUNTY. An Equity Member County shall be defined as a county which shared in the financial investment of MAPA for property holdings and operating capital when the county first joined the membership of MAPA. Calculation of the financial investment is described SECTION 7.06. Equity County Members include: Douglas, Sarpy, and Washington counties in Nebraska and Mills and Pottawattamie counties in Iowa.

SECTION 3.02.02 NON-EQUITY MEMBER COUNTY. A Non-equity Member County shall be defined as a county that did not share in the financial investment of MAPA when the county first joined the membership of MAPA. Non-equity member counties shall be considered on a case-by-case basis and require approval of sixty-six and two-thirds percent (66 2/3%) of the membership of the Council of Officials.

Non-equity Member Counties shall have the same privileges as Equity Member Counties except they will not be entitled to distribution of assets upon withdrawal or dissolution as described in SECTIONS 9.01 and 9.02. Cass County Nebraska joined as a Non-equity Member County .

ARTICLE VII. FINANCING

___ For

___ Against

SECTION 7.02 LOCAL APPROPRIATIONS FOR ANNUAL BUDGET. Local Appropriations for normal budgeted activities will be provided to MAPA by both Equity Member Counties and Non-equity Member Counties of MAPA and shall be based on the ratio of each respective Member County's population to the total population of all Member Counties according to the latest official census. Local Appropriations shall be requisitioned of each Member County and shall be due and payable to the Treasurer of MAPA in equal payments, the first payment being due and payable within sixty (60) days following the first day of the fiscal year of MAPA and the second payment being due and payable within one-hundred eighty (180) days following the first day of the fiscal year.

___ For

___ Against

SECTION 7.06 APPROPRIATIONS BY ADDITIONAL MEMBER COUNTIES. Counties which may be accepted as members of MAPA as set forth in Section 3.02 subsequent to the adoption of this Agreement, shall provide to MAPA all Appropriations required to share the financial investment of MAPA for property holdings and operating capital. Such Member Counties shall be considered an Equity Member County (as defined in Section 3.02.01). Each such additional Equity Member County's share of the MAPA property holdings and operating capital shall be determined by the ratio of each respective Equity Member County's total population to the total population of all Equity Member Counties; such ratio shall be applied to the value of such property holdings and operating capital as reflected in the accounting records of MAPA at the close of the previous fiscal year and shall be due and payable prior to or on the effective date of, and shall be a condition to, membership of such additional county.

The Council of Officials may consider adding a county, as provided herein, and exempt them from making Appropriations to share in the financial investment of MAPA for property holdings and operating capital. Counties admitted in this manner shall be considered a Non-equity Member County as described in Section 3.02.02.

Each Member County added pursuant to this Section shall provide to MAPA, prior to initiating work, all local Appropriations required to update existing and current planning programs and projects of MAPA by including such additional Member County in such planning programs and projects. Appropriations by additional Member Counties shall be based on estimated costs to complete updated planning work based on actual cost at the time such work is completed. Each such additional Member County shall provide to MAPA an annual appropriation required of all Member Counties as described in Sections 7.01 through 7.04 of this Agreement.

ARTICLE IX. WITHDRAWAL OR DISSOLUTION

___ For

___ Against

SECTION 9.01 WITHDRAWAL. In the event that any Equity Member County or Non-equity Member County wishes to withdrawal from MAPA they shall notify the Board of Directors in writing, which shall include any grievance(s). The withdrawing Member County shall allow reasonable time for MAPA to cure or address any such stated grievance(s). In the event MAPA cannot cure or address stated grievance(s) within a reasonable time, the withdrawing Member County shall submit a written declaration of withdrawal, stating the reasons for withdrawal, a rejection of any efforts to cure or address grievance(s) and an effective date for withdrawal. The effective date for withdrawal, shall be at least ninety (90) days from the effective date of such written declaration of withdrawal is delivered to the Council of Officials. In that event, the withdrawing Member County shall be responsible for all Appropriations requisitioned through the current fiscal year.

In the event of the withdrawal of any Equity Member County from MAPA such Equity Member County shall be entitled to a share of the value of MAPA property and operating capital as reflected in said County's equity record of MAPA as of the close of the fiscal year during with such withdrawal is effective, as provided for above. Any withdrawing Equity Member County may waive rights to its share of the value of MAPA property and operating capital in possession of MAPA. The Board of Directors shall authorize funds for payment to withdrawing Equity Member Counties which shall be provided for in the next succeeding MAPA annual budget and shall be due and payable to the respective withdrawing Equity Member County within six (6) months following the first of the fiscal year during which such funds are budgeted.

___ For

___ Against

SECTION 9.02 DISSOLUTION. In the event of complete dissolution of MAPA, all MAPA property shall be sold and the proceeds from such sale shall be combined with the current MAPA cash assets to determine total cash assets of MAPA. The total cash assets of MAPA shall be distributed to the respective Equity Member Counties which are parties to the complete dissolution of MAPA. The share of the total cash assets to be distributed to each Equity Member County shall be according to the ratio of the current equity record of each respective Equity Member County to the total equity of all remaining Equity Member Counties.

	FY19	FY19	FY20
Broker	Davis	Davis	Silverstone
Carrier	Hartford	Altru	
Business Owner's Package	4,288		5,159
Workers Compensation	2,462		560
Director's and Officers		3,882	
Commercial Auto	5,240		3,242
Crime Bond	434		
Umbrella			2,563
Total Premium	12,424	3,882	11,524

***Insurance Solutions
for
Omaha-Council Bluffs Metropolitan
Area Planning Agency***



Presented by:
Stephen Nelson
Hailey Spillman

May 20, 2019

About SilverStone Group

Our Mission

To provide a range of integrated services that protect and enhance the organizational and financial well-being of our clients.

Core Services

Risk Management

SilverStone Group approaches risk management much differently than most agents or brokers. Our teams, from the producer to the service representatives, specialize exclusively by industry. Unlike our national competitors, we do not separate the duties of program design and analysis from market placement or the day-to-day service responsibilities such as certificates, contract review and general policy changes. Our clients enjoy the benefits of working with a consistent team of professionals that not only understand their business, but also take ownership and accountability for every aspect of the relationship.

Employee Benefits

Despite current trends, it is possible to control costs of benefit plans while providing adequate protection for your employees. To accomplish this, SilverStone Group helps you manage every aspect of your group health and welfare plans, as well as retirement benefit programs.

Our benefits specialists have all the necessary tools at their disposal to meet each client's specific needs. We provide full-service benefits consultation in the form of actuarial services, insurance brokerage, benefit reviews, claims analysis, employee advocacy, government reporting and employee communications programs, among a host of other services.

Private Client Services

It is hard work achieving your financial goals. Taking the responsibility to manage your assets now can help ensure a sound future for you and your family. SilverStone Group can help protect and enhance your financial well-being. We help individuals build their net worth and manage risk through a wide range of integrated services and the development of custom strategies designed to fit your needs.



*Private Wealth Management and 401(k) & 403(b) Advisory are offered through our affiliate company, SilverStone Asset Management.

Important Information

This is a convenient coverage summary, not a legal document. This proposal is provided to facilitate understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to binding of coverage.

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as beginning new operations, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Important Notice

Exclusions may be attached to your policy. Please refer to all of your policy terms and conditions for specifications:

Compensation Notice

SilverStone Group, in connection with the purchase of insurance contracts, is acting as an independent insurance broker, which means that we act as the agent for the selling insurance carriers, on your behalf. In the event of any insurance sales transaction or insurance-related services, we expect to receive compensation that may be based, in whole or in part, on the insurance policies or insurance-related services that you purchase. The compensation paid to us in connection with such an insurance sales transaction may vary, depending on a number of factors including, but not limited to, the insurance contract, riders, endorsements, the selling insurer you select, the volume of business that we provide to the selling insurer and the profitability of certain insurance contracts that we place with the selling insurers. You may obtain information about the compensation we expect to receive based, in whole or in part, on the transaction, or on any alternative quotes we present to you, by requesting such information from us. Your request should be addressed to SilverStone Group, 11516 Miracle Hills Drive, Suite 100, Omaha, NE 68154.

Premium Finance Compensation

SilverStone Group may assist you in financing your premium through a premium finance company. In the event that SilverStone Group assists you in financing your premium through a premium finance company, we may receive compensation from the premium finance company. Compensation detail is available upon request.

Credit Policy

The following information will help clarify how premium payments should be handled. SilverStone Group has contractual requirements from our insurance carriers to pay premiums on a timely basis. To assure timely payments to these insurance carriers, we ask for your cooperation in remitting premiums by the due date.

Listed below are the terms of our credit policy:

- New and renewal deposit premiums are due upon effective date of coverage.
- All premiums for endorsement invoices are due within fifteen (15) days of the invoice date.
- Audit invoices are due within fifteen (15) days of the invoice date.
- Premiums are delinquent after fifteen (15) days from the stated invoice Due Date.

In accordance with the Non-Admitted & Reinsurance Act (NRRA), surplus lines tax and regulations are subject to change which may result in adjustments to the total surplus lines taxes and fees owed if applicable to placement. We will notify you and if such adjustment results in an increase in taxes owed by you, such amount must be promptly remitted to avoid breach of this agreement.

Failure to pay premiums when due may result in cancellation of coverage by the insurance carrier.

We appreciate your cooperation, and should you have any questions, please contact your customer service representative.

Your Dedicated Team

In everything we do, our people make the difference.

– John P. Nelson, Chairman

SilverStone Group is unique in the level of expertise and service provided to our clients. We utilize a team approach that is designed to meet our client requirements. The team we have assembled for you provides a broad array of skills: underwriting and claims experience, contract review, claims advocacy, loss control assistance and administrative services.



Stephen Nelson, AIC, AINS

Account Executive

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Account Executive

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Susan Duncan

Senior Claims Representative

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Denise Sullivan

Senior Claims Representative

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dsullivan@ssgi.com

Services Commitment

Account Service

At SilverStone Group, we strive for long-term relationships. Insurance relationships begin with solid, cost-effective insurance programs, but endure because of excellent service. We will address the day-to-day needs of your organization in a timely manner and will be proactive regarding your insurance program throughout each insurance term and market cycle. In these ways, we can address your changing insurance needs.

During the policy year, SilverStone Group will strive to provide the following service standards:

Automobile Identification Cards	ID cards will be issued upon binding of coverage.
Phone Calls	Phone calls will be returned within one working day of receipt.
Certificates of Insurance	Certificates of Insurance will be issued within one working day of receipt.
Premium Allocations	We will provide premium breakdown by location and/or department, if requested.
Quarterly Account Review	Quarterly account reviews can be scheduled to include review of claims, exposures, audits and service, if requested.
Claims	The claims team will work with you to get claims submitted directly to the carrier on a timely basis and provide loss runs when requested.

Coverage Review – Producer Notes, Etc.

Thank you for allowing SilverStone Group to present this renewal proposal to you.

Property

General Liability

Auto

Workers' Compensation

Umbrella

Named Insureds

Omaha-Council Bluffs Metropolitan Area Planning Agency	

Property Coverage Highlights

Carrier: Auto-Owners Insurance Company
Effective: July 1, 2019 – July 1, 2020

Coverage	Limits of Insurance
Building	N/A
Business Personal Property	\$365,800
Business Income and Extra Expense	12 Months Actual Loss Sustained
Earthquake	Excluded
Flood	Excluded

Valuation	
Property Damage	Replacement Cost / Agreed Value
Business Income	Actual Loss Sustained

Coinsurance	
Personal Property	100%
Business Income	N/A

Deductibles	
Property Damage, except	\$250
Business Income	0 Hour
Theft	\$250
Windstorm/Hail	\$250

Endorsements Enhancements	
Property Plus Coverage Package: Premier Option	Included
Tenants Betterments and Improvements	\$160,000

Property Schedule

Location	Building	Contents	Business Income	Total
2222 Cuming St, Omaha, NE 68102-4328	-	\$365,800	12 Months ALS	\$365,800

General Liability Coverage Highlights

Carrier: Auto-Owners Insurance Company

Effective: July 1, 2019 – July 1, 2020

Form: ☒ Occurrence – General Liability

☒ Claims Made – Employment Practices Liability

Coverage	Limits of Insurance
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Personal and Advertising Injury	Excluded
Products and Completed Operations	\$2,000,000
Fired Damage	\$50,000
Medical Payments	\$5,000

Employment Practices Liability	
Aggregate	\$250,000

Deductibles	
General Liability	\$0
Employment Practices Liability	\$10,000

Exposures	
Payroll	\$1,274,000
Total Costs	\$3,500,000
Employees – EPL	24 (20 Full-Time, 4 Part-Time)

Endorsements Enhancements	
Additional Insured - Designated Person or Organization	Pitney Bowes Credit Corp

Auto Coverage Highlights

Carrier: Auto-Owners Insurance Company

Effective: July 1, 2019 – July 1, 2020

Coverage	Symbol	Limits of Insurance
Combined Single Limit Liability	1	\$1,000,000
Medical Payments	7	\$10,000
Uninsured Motorists	6	\$1,000,000
Underinsured Motorists	6	\$1,000,000
Road Trouble Service	7	\$100
Additional Expense	7	\$30 per day \$900 per loss

Deductibles	Symbol	Amount
Comprehensive	7	\$500
Collision	7	\$500
Comprehensive	8	\$100
Collision	8	\$250

Exposure	
Total Units – Liability	3
Total Units – Physical Damage	3

Additional Coverages	
Commercial Auto Plus Coverage Package	Included

Covered Auto Symbols		
(1) Any Auto	(4) Owned Autos Other than Private Passenger	(7) Autos Specified on Schedule
(2) All Owned Autos	(5) All Owned Autos subject to No-Fault	(8) Hired Autos
(3) Owned Private Pass Autos	(6) Owned Autos subject to Compulsory UM/UIM	(9) Non-Owned Autos

Auto Schedule

Carrier: Auto-Owners Insurance Company
Effective: July 1, 2019 – July 1, 2020

Year	Make	Model	VIN	Collision Deductible	Comprehensive Deductible
2006	Food	Taurus SE	1FAFP53206A254025	\$500	\$500
2010	Food	Fusion SE	3FAHP0HA7AR402858	\$500	\$500
2016	Food	Fusion S Hybrid	3FA6P0UU7GR264593	\$500	\$500

Workers' Compensation Coverage Highlights

Carrier: Auto-Owners Insurance Company
Effective: July 1, 2019 – July 1, 2020

Employers Liability	Limits of Insurance
Bodily Injury by Accident – Each Accident	\$500,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$500,000

Covered States	
NE	

Experience Mod Factor	
N/A	

Payroll			
NE	8810	Clerical Office Employees Noc	\$1,173,600
NE	8864	Social Services Organization - All Emp	\$15,700
		Total Payroll	\$1,189,300

Officers	

Endorsements Enhancements	

Workers' Compensation coverage must be obtained directly from the following monopolistic states: OH, WY, ND, WA. Due to a change by the NCCI, on the All States Endorsement, you must notify us of any operations in states that are not listed as your primary states on part 3A of your Workers Compensation policy. This also applies to employees who may reside in a different state than your company is currently domiciled.

Umbrella/Excess Liability Coverage Highlights

Carrier: Auto-Owners Insurance Company

Effective: July 1, 2019 – July 1, 2020

Coverage	Limits of Insurance
Each Incident	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Employers Liability Aggregate	\$1,000,000
Other Aggregate	\$1,000,000
Retained Limit	\$10,000 (Waived if Auto Owners provides both auto and general liability coverage)

Exposures	
Payroll - GL	\$1,274,000
Total Costs	\$3,500,000
Units	3
Payroll - WC	\$1,189,300

Underlying Insurance			
General Liability	July 1, 2019 - 2020	Auto-Owners	
Each Occurrence			\$1,000,000
Aggregate			\$2,000,000

Auto Liability	July 1, 2019 - 2020	Auto-Owners	
Each Occurrence			\$1,000,000

Employer's Liability	July 1, 2019 - 2020	Auto-Owners	
Bodily Injury by Accident - Each Accident			\$500,000
Bodily Injury by Disease - Each Employee			\$500,000
Bodily Injury by Disease - Policy Limit			\$500,000

Insurance Cost Summary

Coverage	Carrier	Premium	Paid in Full Discount
Package Policy	Auto-Owners Insurance Company	\$5,562	\$5,159
Automobile	Auto-Owners Insurance Company	\$3,601.97	\$3,242.13
Workers' Compensation	Auto-Owners Insurance Company	\$559.54	\$559.54
Umbrella	Auto-Owners Insurance Company	\$2,738	\$2,563
Total Premium		\$12,461.51	\$11,523.67

Carrier Financial Ratings and State Status

Proposed Carriers	A.M. Best's Credit Rating (BCR)	State Status
Auto-Owners Insurance Company	A++, XV	Admitted

Best's Financial Strength Rating

A Best's Credit Rating (BCR) is a forward-looking, independent, and objective opinion regarding an insurer's, issuer's, or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate.

Categories	Symbol	Notches*	Definition
Superior	A+	A++	Superior ability to meet their ongoing insurance obligations
Excellent	A	A-	Excellent ability to meet their ongoing insurance obligations
Good	B+	B++	Good ability to meet their ongoing insurance obligations
Fair	B	B-	Fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Weak ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Poor ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.

*Each Best's Financial Strength Rating Category from A+ to C includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or minus "-".

For further information refer to <http://ambest.com>

State Insurance Regulation

Policy forms and rates of insurance are subject to control by the state insurance department. If the above indicates coverage is placed with a non-admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. Be aware the State Guaranty Fund will not provide any claim payments if the insurer becomes insolvent since it is not authorized to do business in the applicable state and regulations may not apply.

Draft – Proposed Change to 21 Hours Per Week

13.01 Group Health and Life Insurance

Employees having Probationary, Regular or Acting Appointment status and working an average of 21 hours or more per work week will automatically become eligible for participation in the MAPA Group Insurance Plan on the first full day of employment. Premium costs for employee participation are borne 100% by the agency. Dependents of the employee may participate in the plan subject to the same regulations as for employees except that MAPA and the employee may share premium costs. If an employee declares participation in dependency coverage subsequent to his initial eligibility enrollment date, he/she may have to provide the carrier with a Declaration of Insurability Statement. The agency will continue payment of premiums on the employee while the employee is on maternity leave. Conversion privileges are available to employees upon termination of employment.

13.01.01 Disability

Disability or partial disability benefits are available to employees under the MAPA Group Insurance Plan. Disability benefits are also available to employees under the Federal Insurance Contribution Act.

13.01.02 Death

Life insurance coverage in the amount of \$25,000 is carried under the MAPA Group Insurance Plan payable to the employee's designated beneficiary. This insurance carries the double indemnity clause. Payments to beneficiaries are also available under the Federal Insurance Contributions Act.

13.01.03 Flexible Spending Account

Each eligible employee shall have access to a Flexible Spending Account (FSA) in which the employee may make voluntary contributions for use of qualified medical expenses as established in the cafeteria plan.

	MAPA	Douglas County	Pottawattamie County	Sarpy County	Council Bluffs	Omaha
Health Insurance	MAPA pays 100% of EE only and 75% of EE plus coverage balance.	Douglas pays 93% of EE only, 85% of EE plus coverage. *They pay an additional percentage for employees that participate in the wellness program.	Pottawattamie pays 90% of premiums, employee pays 10%. *They pay an additional percentage for employees that participate in the wellness program.	Sarpy pays 90% of EE only, 83% of EE plus coverage	Council Bluffs pays 95% of EE only, 90% of EE plus coverage.	Omaha pays 93% of premiums. Omaha contributes an HSA match of \$500 individual, \$1,000 for family
Insurance Eligibility	30 hours per week	21 hours per week	30 hours per week	30 hours per week	20 hours per week	30 hours per week
Dental Insurance	Employee pays entire premium.	Douglas pays 82% of EE only, 75% of EE plus coverage	Unknown.	Sarpy pays 100% of EE only, charges flat rate of \$19 for EE plus coverage	Council Bluffs pays 100% of dental coverage for all levels.	Omaha pays 100% of EE only, charges flat rate of \$19 for EE plus coverage
EE Only	\$ 29.66	\$ 3.79		\$ -	\$ -	\$ -
EE + Spouse	\$ 60.30	\$ 13.08		\$ 19.00	\$ -	\$ 9.74
EE + Child(ren)	\$ 57.81	\$ 13.08		\$ 19.00	\$ -	\$ 9.74
EE + Family	\$ 94.64	\$ 13.08		\$ 19.00	\$ -	\$ 9.74
Vision Insurance	Employee pays entire premium.	Employee pays entire premium.	Employee pays entire premium.	Not offered.	City pays entire premium.	Employee pays entire premium.
Retirement Plan	Employee contribution is 4.5% of salary and MAPA matches 5.5%	Employee contribution is 8.5% of salary and Douglas County matches 8.5%	For civilian professions, Pottawattamie matches 9.44% of gross salary	Covered by the NE Public Employees Retirement Systems. Employee contribution is 4.5%, County contributes 150% of employee contribution.	Covered by the IA Public Employees Retirement System. Employee contribution is 6.29%, City contributes 9.44%.	FAC x ((Years Of Service before 03/01/2015 x 2.25%) + (Years Of Service on and after 03/01/2015 x 1.9%))
Life Insurance	\$25,000	\$15,000	\$2.25 monthly for ages 69 or less and \$1.46 for 70+ ages	Non-Exempt: \$30,000 Exempt: \$45,000	\$25,000	\$50,000
Wellness Plan	Not offered. Flu shots provided through Metro nurse clinic.	SimplyWell worksite wellness program. EEs and spouses may participate and earn an incentive of a medical insurance premium reduction for the following year. Components include a health assessment and biometric screening.	Wellness programs which includes annual biometric screening. Once enrolled, County pays an additional \$30.00 for the health insurance premium.	Sarpy Strong Wellness Plan Incentive of \$100 gift card to EE, \$50 gift card to spouse, OR additional 12 hours vacation leave if EE meets incentive, additional 8 hours vacation leave if spouse meets incentive. Components include sponsored 5k registration, biometric screening, health coaching sessions, and competitions.	Subsidy for gym membership. Wellness resources provided through Wellmark website.	Not offered. Annual health fair with flu shots.
Tuition Reimbursement	\$1,500 for tuition.	Unknown.	50% of tuition cost per approved course, maximum amount of reimbursement per fiscal year of \$1,100.00.	\$2,000 per year for undergraduate tuition, \$2,500 per year for graduate tuition.	Yes, on a case-by-case basis.	\$600 for employee per year for tuition.

Benefits - Cost Estimate**Part Time Employees at 21 Hours Per Week**

Health Insurance	\$ 3,003.98
Dental Insurance	Employee Paid, No Additional Employer Cost
Vision Insurance	Employee Paid, No Additional Employer Cost
Retirement	Already Eligible, No Additional Cost
Life Insurance	\$ 11.86
Long Term Disability	\$ 11.82

Total Monthly Cost: \$ 3,027.66

*Based on two current part time employees.