

FINANCE COMMITTEE MEETING

May 20, 2020 – 8:30 a.m.

AGENDA

In an abundance of caution due to our community's current public health situation with COVID-19, and in compliance with Nebraska Executive Order No. 20-03 dated March 17, 2020, the meeting of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) Finance Committee will be a virtual meeting.

The meeting will be streamed live through MAPA's Facebook page. Anyone interested in viewing the meeting should go to facebook.com/MAPA2222/

A. FINANCE COMMITTEE INFORMATION (INFORMATION)

1. Monthly Financial Statements (March)
 - a. [Bank Reconciliations \(ANB & WCB\) and Statements on Investments](#)
 - b. [Receipts and Expenditures](#)
 - c. [Schedules of Accounts Receivable & Accounts Payable](#)
 - d. [Statement of Financial Position](#)
 - e. [Statement of Revenues and Expenditures](#)
2. MAPA Projects / Activities
 - a. [New / Anticipated Transportation and Community Development Projects](#)

B. FOR FINANCE COMMITTEE APPROVAL – (ACTION)

1. Contract Payments Pending Staff Review
 - a. [City of Omaha Planning - FY 2020 Planning- PMT#3 - \\$12,100.87](#)
 - b. [Emspace + Lovgren - 2020 Clean Air Partnership Campaign - PMT#2 - \\$8,194.38](#)
 - c. [HDR - On-Call Travel Demand Modeling Services - PMT#4 - \\$8,168.00](#)
 - d. [Sarpy County Planning & GIS - FY 2020 Planning & GIS Activities - PMT#3 - \\$17,417.57](#)
 - e. [Toole Design - Council Bluffs 1st Avenue Transit Alternative Analysis - PMT#4 - \\$7,704.94](#)
 - f. [We Are The New Black, LLC - On-Call Community Support:Task Order 2 - PMT#3 - \\$4,312.50](#)

C. RECOMMENDATIONS TO THE BOARD – (ACTION)

1. Contract Amendment

- a. [The Nebraska Environmental Trust - Little Steps Big Impact Contract # NET 19-135 - extension of time to June 30, 2021](#)
- b. [Pottawattamie County CITIES Administration \(19POTT02\) cities of: Macedonia and Treynor - Extension of Time from May 1, 2020 to September 1, 2020](#)

2. New Contracts/Task Orders

- a. FY 2021 Federal Planning Pass Through Grants -
 - i. [Douglas County GIS- \\$55,000 Federal, \\$23,571 Local Match, \\$2,750 Admin](#)
 - ii. [Metro Transit Planning- \\$60,000 Federal, \\$25,714 Local Match, \\$3,000 Admin](#)
 - iii. [Omaha Planning - \\$30,000 Federal, \\$12,857 Local Match, \\$1,500 Admin](#)
 - iv. [Omaha Public Works- \\$60,000 Federal, \\$25,714 Local Match, \\$3,000 Admin](#)
 - v. [Pottawattamie County GIS- \\$30,000 Federal, \\$12,857, \\$1,500 Admin](#)
 - vi. [Sarpy County Planning & GIS- \\$57,000 Federal, \\$24,429 Local Match, \\$2,850 Admin](#)
- b. [Pacific Junction Iowa - Agreement for Service - Iowa Homeland Security and Emergency Management Division \(HSEMD\) Property Acquisition Program – \(ACTION\)](#)
MAPA will provide administrative services for property acquisitions in Pacific Junction funded through the Iowa HSEMD. MAPA will charge \$4,000 per property, not to exceed \$192,000.

3. Benefits and Insurance Renewals

- a. [Benefits Renewal](#) –
 - i. Life/AD&D
 - ii. Long Term Disability
 - iii. Dental Plan
 - iv. Vision
- b. [General Liability Insurance Renewal](#) –
 - i. Business Owner's Package
 - ii. Workers Compensation
 - iii. Directors & Officers
 - iv. Commercial Auto
- c. [MAPA Personnel Policy Amendment – Section VIII: Leave - 8.01 Annual Leave](#)

4. FY 2020 Budget Amendments

- a. [Line Item Budget](#)
- b. [Work Program / UPWP](#)

5. FY 2021 Budget

- a. [Funds Budget](#)

- b. [Line Item Budget](#)
- c. [Program Budget](#)
- d. [Work Program / UPWP](#)
- e. [Community Development Work Program](#)

D. DISCUSSION

1. EDA CARES Act Applications

Staff will discuss 2 potential applications to EDA that will be presented for action at the Board meeting.

2. Community Development Update

Blair & Pacific Junction

E. ADJOURNMENT

Executive Session: We reserve the right to enter into an executive session in order to protect the public interest with respect to discussion regarding litigation and personnel.

Meeting Quorum: The presence of two members of the Finance Committee shall constitute a quorum. (Operating By-Laws of the Omaha-Council Bluffs Metropolitan Area Planning Agency Finance Committee, Section IX)

Metropolitan Area Planning Agency - Foundation
Washington County Bank Reconciliations
March 2020

SAVINGS		CHECKING	
Cash in bank March 31, 2020	<u>\$ 543,259.80</u>	Balance per bank March 31, 2020	\$0.00
General Ledger Balance, January 31, 2020	542,910.91	Cash in bank February 29, 2020	2,000.00
WCB Savings Interest Earned	348.89	Less: Check #1001	(2,000.00)
General Ledger Balances, March 31, 2020	<u>\$ 543,259.80</u>	Cash in bank March 31, 2020	<u>\$0.00</u>

Metropolitan Area Planning Agency
American National Bank Reconciliation
March 2020

Balance per bank, March 31, 2020		\$ 498,958.75
Less: Checks Outstanding	\$113.75	
		<u>-\$113.75</u>
Cash in bank March 31, 2020		<u>\$ 498,845.00</u>
General Ledger Balance, February 29, 2020		\$ 424,285.67
Cash Receipts		244,785.06
Transfer from ANB Foundation		12,090.69
Transfer from Paypal Account		284.96
Deposit from Petty Cash		165.00
Less: Checks	30,391.23	
Postalia	100.00	
Bank Charges	40.97	
Nebraska Sales Tax	-	
Capital Business Systems	790.93	
Transfer to NPAIT-Capitol Reserve	1,200.00	
Payroll Expenses:		
ACH Payroll	71,678.31	
ACH Federal Payroll Taxes	23,198.70	
Nationwide Payroll Contribution	20,594.10	
Blue Cross Blue Shield of NE Health Ins.	17,862.81	
Nebraska State Withholding Tax	4,002.95	
Quarterly SUTA	-	
Pay Flex	3,473.76	
	140,810.63	
ACH VISA card:		
Advertising	170.41	
Auto - Gas/Maintenance	30.38	
Forums	1,767.43	
Membership - Reference Materials	305.94	
Officials Expense	3,567.74	
Public Relations - Website Software/Fees	175.17	
Supplies	568.31	
Travel & Conferences	2,847.24	
	9,432.62	
		<u>-\$182,766.38</u>
General Ledger Balances, March 31, 2020		<u>\$ 498,845.00</u>
Less assigned deposits		<u>(120,820.46)</u>
Available Cash Balance		<u>\$ 378,024.54</u>

STATEMENT ON INVESTMENTS

Treasury Bills

March 2020

American Wealth Partners

Money Market		\$ 7,504.36	291.57	0.01%
CD	5/1/2020	50,034.00	50,000.00	1.750%
CD	9/28/2020	106,954.00	106,000.00	2.85%
CD	12/28/2021	103,232.00	100,000.00	3.200%
CD	9/27/2022	66,433.25	65,000.00	2.300%
CD	9/28/2022	48,545.00	50,000.00	0.000%
Accrued Interest		461.31		
Total Account Value		<u>\$ 383,163.92</u>		

Original Investments

Closing Costs	\$ 355,000.00
General Undesignated	100,000.00
Subtotal	455,000.00
Aggregate Earnings	43,984.53
Total	<u><u>\$ 498,984.53</u></u>

Nebraska Public Agency Investment Trust

CD	9/28/2022	\$ 115,820.61	\$115,175.00	2.200%
		<u>\$ 498,984.53</u>		

MAPA	General	Capitol	Sarpy Co. Revolving	Special Projects	TOTAL
	MAPA	MAPA	Loan Fund	MAPA	MAPA
Acct #	001	002	005	008	
Beginning Balance	647,531.23	92,779.96	48,215.69	22,730.05	811,256.93
Sponsor Fees	282.50				282.50
Interest	487.50	70.42	36.28	17.06	611.26
AN Bank Transfers		1,200.00			1,200.00
NPAIT Transfers					-
Ending Balance	648,301.23	94,050.38	48,251.97	22,747.11	813,350.69
Less Reserve for other projects	-				
Available to Agency	<u>648,301.23</u>				

MAPA Foundation	Foundation	NDO	TOTAL
	MAMA		MAPA Foundation
Acct #	003	006	
Beginning Balance	34,262.80	70,779.31	105,042.11
Sponsor Fees			-
Interest	25.80	53.40	79.20
AN Bank Transfers		294.00	294.00
Transfers			-
Ending Balance	<u>34,288.60</u>	<u>71,126.71</u>	<u>105,415.31</u>

Metropolitan Area Planning Agency
Cash Receipts Report
March 2020

Date	Payer	Amount	Account Description	Amount
3/3/2020	Iowa Department of Transportation	\$24,271.00	Contracts	\$3,000.00
3/5/2020	Nebraska Ethanol Board	\$2,000.00	Council of Officials Quarterly Meeting	\$163.84
3/6/2020	Pottawattamie County, Iowa	\$24.00	Matching Contributions	\$2,000.00
3/10/2020	Iowa Department of Transportation	\$45,143.00	Federal Revenue	\$236,189.00
3/12/2020	Sarpy County Chamber of Commerce	\$48.00	Forums Expense	\$91.50
3/12/2020	Metropolitan Utilities District	\$12.00	State Revenue	\$3,270.00
3/12/2020	Sarpy County	\$12.00	Miscellaneous	\$70.72
3/13/2020	Troy Anderson	\$12.00	Total Receipts	<u>\$244,785.06</u>
3/23/2020	NDOT	\$166,775.00		
3/27/2020	IOWA COG	\$3,270.00		
3/27/2020	City of Valley NE	\$24.00		
3/27/2020	NPAIT	\$70.72		
3/27/2020	MasterCraft Event & Space, LLC	\$91.50		
3/27/2020	City of Papillion	\$1,500.00		
3/27/2020	Council Bluffs Airport Authority	\$12.00		
3/27/2020	City of Gretna	\$12.00		
3/27/2020	City of Bellevue	\$1,512.00		
Mar 2020	Square Fees	(\$4.16)		
	Total Receipts	<u>\$244,785.06</u>		

Metropolitan Area Planning Agency
Cash Disbursements
March 2020

Check #	Date	Payee	Amount
17385	3/4/2020	AFLAC	\$227.28
17386	3/4/2020	CenturyLink	\$51.20
17387	3/4/2020	The Daily Record	\$62.70
17388	3/4/2020	DAS State Accounting - Central Finance	\$42.74
17389	3/4/2020	Fidelity Security Life Insurance Co. (eye med)	\$247.96
17390	3/4/2020	Greg Youell	\$35.64
17391	3/4/2020	Heartland Bike Share	\$440.00
17392	3/4/2020	Kissel, Kohout, E&S Associates LLC	\$833.33
17393	3/4/2020	Mike Helgerson	\$57.00
17394	3/4/2020	Owen Stuckey	\$46.63
17395	3/4/2020	Principal Life Insurance Company	\$1,356.75
17396	3/4/2020	Seward County Chamber & Development Partnership	\$1,200.00
17397	3/17/2020	AFLAC	\$227.28
17398	3/17/2020	The Daily Record	\$47.20
17399	3/17/2020	Douglas County Treasurer	\$476.82
17401	3/17/2020	Griff's Delivery Service	\$35.00
17402	3/17/2020	ISU Treasurer's Office	\$750.00
17403	3/17/2020	Josh Corrigan	\$56.75
17404	3/17/2020	Metro	\$14,698.00
17405	3/17/2020	Nebraska Planning and Zoning Association	\$350.00
17406	3/17/2020	Nebraska Regional Officials Council - NROC	\$28.57
17407	3/17/2020	Pottawattamie County GIS	\$8,771.38
17408	3/17/2020	Standard Printing Company	\$349.00
Total Disbursements			<u>\$30,391.23</u>

Check Disbursement Detail	
Advertising	\$109.90
Auto - Gas/Maintenance	137.82
Data Processing	2,750.00
Employee Benefits/Withholding	2,059.27
Membership - Reference Materials	28.57
Office Rent	11,948.00
Postage	35.00
Printing	349.00
Professional Services	833.33
Supplies	339.00
Telephone	93.94
Travel & Conferences	2,936.02
MAPA Activities	<u>\$21,619.85</u>
Contracts	0.00
Pass Through Contracts - STP	8,771.38
Contracts	<u>\$8,771.38</u>
Total Disbursements	<u><u>\$30,391.23</u></u>

Metropolitan Area Planning Agency
Foundation Cash Disbursements
March 2020

<u>Check #</u>	<u>Date</u>	<u>Payee</u>	<u>Amount</u>	<u>Account</u>	<u>Amount</u>
3279	3/4/2020	CDS Inspections & Beyond	\$1,325.00	Contracts	\$1,325.00
3280	3/4/2020	Verizon	\$87.12	Telephone - Foundation	\$87.12
		Total Disbursements	<u>\$1,412.12</u>	Total Disbursements	<u>\$1,412.12</u>

Metropolitan Area Planning Agency
Payroll Register
March 2020

Pay Types/Benefits	Hours	Amount	Deductions/Employee Taxes	Adj. Gross	Amount
B-Cycle	0.00	\$440.00	457-\$	N/A	\$1,200.00
Dental EE	0.00	\$74.46	457-%	N/A	\$2,785.38
Dental EE+CH	0.00	\$45.36	457-Roth \$	N/A	\$100.00
Dental EE+FA	0.00	\$373.16	457-Roth%	N/A	\$786.02
Dental EE+SP	0.00	\$141.20	AFLAC	N/A	\$162.00
ER H.I.	0.00	\$3,540.62	AT AFLAC	N/A	\$65.28
ER H.I. CH	0.00	\$755.84	B-Cycle Ded.	N/A	\$440.00
ER H.I. FA	0.00	\$6,254.00	Dental Ins	N/A	\$104.38
ER H.I. SP	0.00	\$2,610.14	Flex Plan 20	N/A	\$1,332.00
Hourly	243.00	\$5,403.00	Health Ins	N/A	\$1,960.68
Hourly - Reg	800.00	\$19,281.60	Pension Loan	N/A	\$491.88
Life & Dis	0.00	\$342.40	Pension Plan	N/A	\$3,548.37
Salary	0.00	\$79,008.47	VISION	N/A	\$109.41
Gross Pay		\$104,133.07	Federal	91,919.94	\$7,827.60
Gross Benefits		\$14,137.18	Medicare	100,464.60	\$1,456.73
Gross Pay/Benefits		\$118,270.25	Soc Security	100,464.60	\$6,228.82
			State - NE	92,930.85	\$3,856.21
			Deductions/Employee Taxes		\$32,454.76
			Employer Expenses	Adj. Gross	Amount
			ER Pension	N/A	\$4,879.03
			Medicare	100,464.60	\$1,456.73
			Soc Security	100,464.60	\$6,228.82
			SUTA	3,931.15	\$212.27
			Additional Employer Expenses		\$12,776.85
			GRAND TOTAL NET PAY		\$71,678.31
			GRAND TOTAL EXPENSE		\$131,047.10

Metropolitan Area Planning Agency
Aged Accounts Receivable Report
March 2020

Client Name	0-30	31-60	61-90	90+	Balance
City of Hancock	\$0.00	\$0.00	\$0.00	\$0.02	\$0.02
City of Ralston	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00
City of Valley NE	\$0.00	\$0.00	\$625.30	\$1,293.72	\$1,919.02
Douglas County	\$0.00	\$0.00	\$0.00	\$52,899.00	\$52,899.00
Economic Development Administration	\$0.00	\$0.00	\$17,500.00	\$0.00	\$17,500.00
Federal Transit Administration	\$0.00	\$0.00	\$0.00	\$126,734.21	\$126,734.21
Greater Omaha Chamber of Commerce	\$0.00	\$0.00	\$837.70	\$0.00	\$837.70
IOWA COG	\$0.00	\$0.00	\$2,616.00	\$0.00	\$2,616.00
MAPA Foundation	\$0.00	\$0.00	\$0.00	\$5.00	\$5.00
Metro Transit	\$0.00	\$3,131.00	\$0.00	\$0.00	\$3,131.00
Mills County	\$0.00	\$5,661.10	\$0.00	\$0.00	\$5,661.10
NDOT- CMAQ	\$0.00	\$0.00	\$0.00	\$137,986.60	\$137,986.60
Nebraska Department of Economic Development	\$0.00	\$55,824.84	\$7,356.00	\$9,769.18	\$72,950.02
Nebraska Enviromental Trust	\$5,106.07	\$0.00	\$0.00	\$0.00	\$5,106.07
Omaha Air Quality Control	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00
Pacific Junction, IA	\$0.00	\$2,640.00	\$0.00	\$0.00	\$2,640.00
Pottawattamie County, Iowa	\$0.00	\$9,048.84	\$0.00	\$0.00	\$9,048.84
Rusty Hike	\$263.24	\$0.00	\$0.00	\$0.00	\$263.24
Total Accounts Receivable	\$5,369.31	\$76,305.78	\$40,935.00	\$328,687.73	\$451,297.82

Metropolitan Area Planning Agency
Aged Accounts Payable Report
March 2020

Vendor Name	0-30	31-60	61-90	90+	Net Due
America's Best Choice Windows	\$11,435.50	\$0.00	\$0.00	\$0.00	\$11,435.50
Carol Vinton	\$0.00	\$80.00	\$0.00	\$0.00	\$80.00
CDS Inspections & Beyond	\$1,189.00	\$0.00	\$0.00	\$0.00	\$1,189.00
CenturyLink	\$51.20	\$0.00	\$0.00	\$0.00	\$51.20
City of Council Bluffs	\$7,636.00	\$0.00	\$0.00	\$0.00	\$7,636.00
City of Omaha Cashier	\$6,637.50	\$13,035.31	\$0.00	\$0.00	\$19,672.81
The Daily Nonpareil	\$288.28	\$0.00	\$0.00	\$0.00	\$288.28
The Daily Record	\$89.50	\$0.00	\$0.00	\$0.00	\$89.50
DAS State Accounting - Central Finance	\$48.87	\$0.00	\$0.00	\$0.00	\$48.87
Davis Insurance Agency, Inc.	\$434.00	\$0.00	\$0.00	\$0.00	\$434.00
Douglas County GIS	\$12,263.92	\$0.00	\$0.00	\$0.00	\$12,263.92
Economic Development Research Group, Inc	\$4,481.15	\$0.00	\$0.00	\$0.00	\$4,481.15
Emspace + Lovgren	\$27,010.38	\$0.00	\$0.00	\$0.00	\$27,010.38
Fidelity Security Life Insurance Co. (eye med)	\$0.00	\$109.96	\$0.00	\$0.00	\$109.96
Hamilton Associates, P.C.	\$0.00	\$4,755.00	\$0.00	\$0.00	\$4,755.00
HDR Engineering Inc.	\$3,587.50	\$6,831.00	\$0.00	\$0.00	\$10,418.50
League of Nebraska Municipalities	\$230.00	\$0.00	\$0.00	\$0.00	\$230.00
Metro	\$0.00	\$0.00	\$0.00	\$20,033.32	\$20,033.32
Metropolitan Community College	\$710.00	\$0.00	\$0.00	\$0.00	\$710.00
National Association of Regional Councils	\$4,315.88	\$0.00	\$0.00	\$0.00	\$4,315.88
One Source The Background Check Co	\$0.00	\$21.00	\$0.00	\$0.00	\$21.00
Payless Office Products, Inc.	\$162.58	\$0.00	\$0.00	\$0.00	\$162.58
Pottawattamie County GIS	\$9,311.86	\$0.00	\$0.00	\$0.00	\$9,311.86
Principal Life Insurance Company	\$1,238.15	\$0.00	\$0.00	\$0.00	\$1,238.15
Southeast Nebraska Development District	\$0.00	\$6,750.00	\$0.00	\$0.00	\$6,750.00
Stanley & Cheryl Benke	\$454.43	\$0.00	\$0.00	\$0.00	\$454.43
Verizon	\$85.98	\$0.00	\$0.00	\$0.00	\$85.98
Vireo	\$0.00	\$1,335.37	\$0.00	\$0.00	\$1,335.37
We Are The New Black, LLC	\$6,562.50	\$0.00	\$0.00	\$0.00	\$6,562.50
The Wellbeing Partners	\$698.86	\$0.00	\$0.00	\$0.00	\$698.86
Total Accounts Payable	\$98,923.04	\$32,917.64	\$0.00	\$20,033.32	\$151,874.00

Metropolitan Area Planning Agency
Statement of Financial Position
March 2020

Assets			Liabilities		
10-1000	Petty Cash	\$188.65	10-2000	Accounts Payable	\$138,709.09
10-1005	Paypal Account	\$157.05	10-2015	Credit Card Payable	\$6,467.82
10-1010	Cash - American National Bank	\$498,845.00	10-2105	Nebraska Withholding	\$3,856.21
10-1030	Treasury Bills	\$383,163.92	10-2115	AFLAC W/H Payable	(\$142.78)
10-1040	NPAIT Investments General	\$648,301.23	10-2125	Dental Insurance W/H Payable	(\$935.53)
10-1043	NPAIT Investments Special Projects	\$22,747.11	10-2126	Life & Disability Insurance Payable	(\$337.70)
10-1045	NPAIT Investments Capitol Reserve	\$94,050.38	10-2130	Flex W/H Payable	\$1,062.67
10-1057	NPAIT CD Investments	\$115,820.61	10-2132	Vision Insurance Payable	\$85.41
10-1100	Accounts Receivable	\$451,297.82	10-2135	Health Insurance Payable	\$2,207.48
10-1110	Due To/Due From Funds	(\$30,127.43)	10-2145	Pension Plan Payable	(\$8.26)
10-1140	Due from Employee	\$7.60	10-2160	SUTA Tax	\$659.76
10-1300	Prepaid Expenses	\$18,378.99	10-2210	Accrued Compensated Absences	\$107,059.37
10-1310	Prepaid Insurance	\$4,698.96	10-2220	Accrued Audit Fees	\$15,330.00
11-1110	Due To/Due From Funds	\$7,605.31	20-2000	Accounts Payable	\$13,164.71
12-1055	NPAIT Investments Sarpy Co. Revolving Loan	\$48,251.97	20-2430	Deferred Revolving Loan	\$704.13
13-1200	Furniture, Fixtures & Equipment	\$169,006.60	20-2435	Deferred Revolving Loan Housing	\$954,224.16
13-1205	Vehicles	\$51,215.35		Total Liabilities	\$1,242,106.54
13-1220	Less: Accumulated Depreciation	\$147,072.92			
20-1020	Cash - ANB Foundation	\$59,567.47		Fund Balance	
20-1027	Cash-Washington County- Savings - MAPA Foundaiton	\$543,259.80			
20-1060	NPAIT Investments Foundation	\$34,288.60	10-3000	Fund Balance Undesignated	\$1,367,291.55
20-1065	NPAIT Investments FD NDO	\$71,126.71	10-3010	Fund Balance Assigned	\$221,410.58
20-1110	Due To/Due From Funds	\$22,517.12	10-3020	Fund Balance Committed	\$344,814.22
20-1425	Note Receivable KB Quality Meats	\$6,226.00	11-3000	Fund Balance Undesignated	\$7,605.31
20-1501	Note Receivable NDED Housing	\$156,257.33	12-3100	Fund Balance Restricted	\$48,251.97
20-1502	Note Receivable NIFA Housing	\$112,852.51	13-3005	Invested in Capital Assets	\$73,149.03
20-1503	Note Receivable MAPA Housing	\$43,404.82	20-3000	Fund Balance Undesignated	\$51,698.48
20-1504	Note Receivable Blair Housing	\$112,852.51	20-3010	Fund Balance Assigned	\$50,000.00
20-1505	Note Receivable Local Housing	\$8,680.98	20-3100	Fund Balance Restricted	\$101,242.37
	Total Assets	\$3,507,570.05		Total Fund Balance	\$2,265,463.51
				Total Liabilities and Fund Balance	\$3,507,570.05

Metropolitan Area Planning Agency
Statement of Revenues and Expenditures
March 2020

		<u>3.1.2020 - 3.31.2020</u>		<u>7.1.2019 - 3.31.2020</u>			Increase/ (Decrease)		
		<u>Actual</u>	<u>Budget</u>	<u>Actual YTD</u>	<u>Budget YTD</u>	<u>% to YTD Budget</u>	<u>Prior Year to Date</u>	<u>YTD to PYTD</u>	<u>FY 2020 Budget</u>
Revenues									
Federal and State Revenue									
10-4100	Federal Revenue	\$0.00	\$793,756.75	\$705,809.29	\$2,381,270.25	29.64%	\$1,444,597.56	(51.14%)	\$3,175,027.00
10-4200	State Revenue	\$60,930.91	\$73,606.75	\$166,980.19	\$220,820.25	75.62%	\$113,210.20	47.50%	\$294,427.00
Total Federal and State Revenue		\$60,930.91	\$867,363.50	\$872,789.48	\$2,602,090.50	33.54%	\$1,557,807.76	(43.97%)	\$3,469,454.00
Local Government Revenue									
10-4300	Local Revenue	\$0.00	\$0.00	\$400,496.00	\$400,496.00	100.00%	\$396,988.00	0.88%	\$400,496.00
10-4305	TIP Fee	\$0.00	\$0.00	\$8,870.00	\$184,330.00	4.81%	\$271,776.80	(96.74%)	\$184,330.00
10-4350	Heartland 2050 Local Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,781.42	(100.00%)	\$0.00
Total Local Government Revenue		\$0.00	\$0.00	\$409,366.00	\$584,826.00	70.00%	\$673,546.22	(39.22%)	\$584,826.00
Charges for Services									
10-4400	Contracts	\$14,709.94	\$46,687.50	\$100,447.49	\$140,062.50	71.72%	\$59,045.55	70.12%	\$186,750.00
10-4405	Aerial Photo Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$1,015,573.00
Total Charges for Services		\$14,709.94	\$46,687.50	\$100,447.49	\$140,062.50	71.72%	\$59,045.55	70.12%	\$1,202,323.00
Forums Revenue									
10-4500	Forums/Annual Dinner	\$0.00	\$0.00	\$837.70	\$0.00	0.00%	\$0.00	0.00%	\$0.00
10-4501	Council of Officials Quarterly Meeting	\$288.00	\$350.00	\$672.00	\$1,050.00	64.00%	\$470.00	42.98%	\$1,400.00
10-4502	Council of Officials Annual Meeting	\$0.00	\$0.00	\$4,255.00	\$6,000.00	70.92%	\$5,815.00	(26.83%)	\$6,000.00
10-4505	Heartland 2050 Summit	\$0.00	\$6,000.00	\$0.00	\$6,000.00	0.00%	\$0.00	0.00%	\$6,000.00
10-4506	Heartland 2050 Speaker Series	\$0.00	\$1,000.00	\$0.00	\$3,000.00	0.00%	\$2,306.00	(100.00%)	\$4,000.00
Total Forums Revenue		\$288.00	\$7,350.00	\$5,764.70	\$16,050.00	35.92%	\$8,591.00	-32.90%	\$17,400.00
In-kind Revenue									
10-4510	In-Kind Revenue	\$19,727.41	\$92,852.50	\$89,704.35	\$278,557.50	32.20%	\$198,608.64	(54.83%)	\$371,410.00
Total In-kind Revenue		\$19,727.41	\$92,852.50	\$89,704.35	\$278,557.50	32.20%	\$198,608.64	-54.83%	\$371,410.00
Investment Income									
10-4520	Investment Earnings	\$1,865.58	\$3,750.00	\$22,033.62	\$11,250.00	195.85%	\$22,391.61	(1.60%)	\$15,000.00
Total Investment Income		\$1,865.58	\$3,750.00	\$22,033.62	\$11,250.00	195.85%	\$22,391.61	-1.60%	\$15,000.00
Miscellaneous Revenue									
10-4310	Match Contributions	\$0.00	\$30,750.00	\$62,000.00	\$92,250.00	67.21%	\$67,500.00	(8.15%)	\$123,000.00
10-4507	Site Visit Registration	\$0.00	\$0.00	\$24,368.54	\$40,000.00	60.92%	\$40,640.48	(40.04%)	\$40,000.00
10-4530	Misc. Cash Sales	\$0.00	\$0.00	\$55.88	\$0.00	0.00%	\$0.00	0.00%	\$0.00
10-4540	Miscellaneous	\$353.22	\$21,750.00	\$82,173.44	\$65,250.00	125.94%	\$120,371.58	(31.73%)	\$87,000.00
Total Miscellaneous Revenue		\$353.22	\$52,500.00	\$168,597.86	\$197,500.00	85.37%	\$228,512.06	-26.22%	\$250,000.00

Metropolitan Area Planning Agency
Statement of Revenues and Expenditures
March 2020

		<u>3.1.2020 - 3.31.2020</u>		<u>7.1.2019 - 3.31.2020</u>		%	Prior Year to Date	Increase/ (Decrease) YTD to PYTD	FY 2020 Budget
		Actual	Budget	Actual YTD	Budget YTD				
Total Revenues		\$97,875.06	\$1,070,503.50	\$1,668,703.50	\$3,830,336.50	43.57%	\$2,748,502.84	-39.29%	\$5,910,413.00
Expenses									
MAPA Activities									
MAPA Personnel Expenses									
	Salaries	\$94,576.88	\$129,883.34	\$1,053,772.94	\$1,168,949.98	90.15%	\$961,702.55	9.57%	\$1,558,600.00
	Payroll Taxes	\$2,782.92	\$10,065.84	\$79,358.24	\$90,592.48	87.60%	\$71,949.59	10.30%	\$120,790.00
	Employee Benefits	\$19,181.83	\$30,522.51	\$196,945.72	\$274,702.47	71.69%	\$209,397.94	(5.95%)	\$366,270.00
Total MAPA Personnel Expenses		\$116,541.63	\$170,471.69	\$1,330,076.90	\$1,534,244.93	86.69%	\$1,243,050.08	7.00%	\$2,045,660.00
MAPA Non-personnel									
10-5200	Advertising	\$583.67	\$2,500.00	\$2,752.63	\$7,500.00	36.70%	\$2,745.80	0.25%	\$10,000.00
10-5210	Membership - Reference Materials	\$2,726.22	\$5,250.00	\$19,946.90	\$15,750.00	126.65%	\$19,440.24	2.61%	\$21,000.00
	Data Processing	\$3,510.39	\$10,000.00	\$36,786.04	\$30,000.00	122.62%	\$41,853.77	(12.11%)	\$40,000.00
	Forums Expense	\$1,057.61	\$16,935.00	\$12,507.02	\$50,805.00	24.62%	\$18,064.28	(30.76%)	\$67,740.00
10-5650	Miscellaneous Expenses	\$88.52	\$1,000.00	\$1,188.62	\$3,000.00	39.62%	\$2,395.66	(50.38%)	\$4,000.00
10-5730	Bank Charges	\$40.97	\$83.34	\$418.09	\$749.98	55.75%	\$419.49	(0.33%)	\$1,000.00
10-5800	Office Rent	\$5,974.00	\$5,974.00	\$53,766.00	\$53,766.00	100.00%	\$52,200.00	3.00%	\$71,688.00
	Office Expense	\$8,007.34	\$10,875.01	\$41,922.27	\$53,924.97	77.74%	\$44,158.01	(5.06%)	\$71,900.00
	Professional Fees	\$976.08	\$545.45	\$25,424.72	\$28,363.64	89.64%	\$21,979.22	15.68%	\$30,000.00
	Travel and Conferences	\$2,013.23	\$10,616.75	\$62,627.07	\$119,350.25	52.47%	\$91,937.26	-31.88%	\$129,967.00
	Transfers	\$0.00	\$5,100.00	\$9,965.11	\$15,300.00	65.13%	\$13,873.07	(28.17%)	\$20,400.00
10-5950	Capital Outlays	\$0.00	\$12,500.00	\$0.00	\$37,500.00	0.00%	\$6,420.83	-100.00%	\$50,000.00
Total MAPA Non-personnel		\$24,978.03	\$81,379.55	\$267,304.47	\$416,009.84	64.25%	\$315,487.63	-15.27%	\$517,695.00
Total MAPA Activities		\$141,519.66	\$251,851.24	\$1,597,381.37	\$1,950,254.77	81.91%	\$1,558,537.71	2.49%	\$2,563,355.00
Contracts and Pass-through									
10-5400	Contracts	\$6,562.50	\$75,145.84	\$391,087.52	\$676,312.48	57.83%	\$325,489.72	20.15%	\$901,750.00
10-5410	Aerial Photo Expense	\$0.00	\$0.00	\$112,363.49	\$0.00	0.00%	\$140,631.12	(20.10%)	\$1,015,573.00
10-5420	Pass Through Contracts - Planning	\$28,213.28	\$31,000.00	\$148,101.23	\$279,000.00	53.08%	\$227,931.00	-35.02%	\$372,000.00
10-5430	Pass Through Contracts - STP	\$8,334.86	\$53,168.50	\$29,663.92	\$478,516.50	6.20%	\$228,782.13	(87.03%)	\$638,022.00
10-5440	In-Kind Expense	\$19,727.41	\$36,367.50	\$89,704.35	\$327,307.50	27.41%	\$198,608.64	-54.83%	\$436,410.00
Subtotal Contracts and Pass-Through		\$62,838.05	\$195,681.84	\$770,920.51	\$1,761,136.48	43.77%	\$1,121,442.61	-31.26%	\$3,363,755.00
Total Expenses		\$204,357.71	\$447,533.08	\$2,368,301.88	\$3,711,391.25	63.81%	\$2,679,980.32	-11.63%	\$5,927,110.00
NET SURPLUS/(DEFICIT)		(\$106,482.65)	\$622,970.42	(\$699,598.38)	\$118,945.25	-588.17%	\$68,522.52	-1120.98%	(\$16,697.00)

Metropolitan Area Planning Agency
Statement of Revenues and Expenditures- MAPA Foundation
March 2020

		<u>Revolving Loan</u>		<u>Housing Activities</u>		<u>MAMA</u>		
		<u>Mar 1-31</u>	<u>July 1 - Mar 31</u>	<u>Mar 1-31</u>	<u>July 1 - Mar 31</u>	<u>Mar 1-31</u>	<u>July 1 - Mar 31</u>	<u>Total YTD</u>
Revenues								
20-4200	State Revenue	\$0.00	\$0.00	\$0.00	\$36,050.34	\$0.00	\$0.00	\$36,050.34
20-4300	Local Revenue	\$0.00	\$0.00	\$0.00	\$4,224.02	\$0.00	\$0.00	\$4,224.02
20-4310	Match Contributions	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00
20-4520	Investment Earnings	\$0.00	\$0.00	\$0.00	\$0.00	\$26.07	\$378.41	\$378.41
20-4700	Motorist Assist Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$875.00	\$875.00
20-4800	Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
	Total Revenues	\$0.00	\$0.00	\$0.00	\$90,274.36	\$26.07	\$1,353.41	\$91,627.77
Expenses								
20-5320	Professional Services	\$0.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	\$650.00
20-5400	Contracts	\$0.00	\$0.00	\$13,078.93	\$50,495.64	\$0.00	\$0.00	\$50,495.64
20-5730	Bank Charges	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$0.00	\$10.00
20-6075	Miscellaneous Foundation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,290.00	\$2,290.00
20-6083	Insurance - Foundation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00
20-6086	Admin Fee	\$0.00	\$0.00	\$0.00	\$4,362.09	\$0.00	\$0.00	\$4,362.09
20-6088	Telephone - Foundation	\$0.00	\$0.00	\$0.00	\$0.00	\$85.98	\$784.99	\$784.99
	Total Expenses	\$0.00	\$0.00	\$13,078.93	\$55,517.73	\$85.98	\$3,574.99	\$59,092.72
	NET SURPLUS/(DEFICIT)	\$0.00	\$0.00	(\$13,078.93)	\$34,756.63	(\$59.91)	(\$2,221.58)	\$32,535.05

TRANSPORTATION						
Project	Description	Funding Source(s)	RFP Release Date	Contract Approval	Total Project Cost (Estimate)	MAPA Lead
Little Steps Big Impact: Active Commuting Outreach	Consultant services to implement Active Commuting Tool-Kit for employers. Work will focus on employee surveys, focus groups and travel demand management policy development	CMAQ/NET	April 3, 2020	August 2020	\$105,000	Mike Helgerson
24th Street Central Corridor Study	Corridor study to evaluate configuration of 24th Street and 24th Avenue between Leaveneworth and Creighton's campus. Study will consider roadway improvements and possible two-way conversion.	MAPA PL	April 17, 2020	August 2020	\$125,000	Mike Helgerson
Nighborhood Evaluation and Access to Trails (NEAT) - PMRNRD	H2050 Mini-Grant Award to Papio Missouri River NRD (PMRNRD). Evaluation of several trail corridors and neighborhood connections throughout the metro area. Deliverables include a workplan of potential trail improvements.	STBG	July 1, 2020	October 2020	\$150,000	Court Barber
Southside Terrace – Indian Hills Neighborhood Multi-Modal Transportation Study	H2050 Mini-Grant Award to the City of Omaha. Developoment of a multimodal transportation strategy for the neighborhood surrounding the Omaha Housing Authority Southside Terrace property. Project is being coordinated with CDBG Choice Communities grant funding secured by the City of Omaha.	MAPA PL	July 1, 2020	October 2020	\$125,000	Megan Walker
On-Call Travel Demand Modeling	On-call support for MAPA's Travel Demand Model. This tool is utilized for forecast traffic volumes and patterns in addition to assisting with project prioritization and transit project evaluation. Support on model devleopment, calibration and data needs	MAPA PL/EDA/State of Nebraska	July 1, 2020	October 2020	\$400,000	Josh Corrigan
Highway 75 Corridor and Redevelopment Strategy	Evaluation of a potential highway alignment changes and a potential Missouri River bridge to support economic development in North Omaha. Local match from Nebraska Legislature direct appropriation	MAPA PL/EDA/State of Nebraska	July 1, 2020	December 2020	\$400,000	Court Barber
COMMUNITY DEVELOPMENT						
Project	Description	Funding Source(s)	Contract Approval	Total Project Cost (Estimate)	MAPA Lead	Total Project - All Sources
Acquisition of Flood Damage Properties - I	Appraisal, Mortgage, and Acquisition Assistance	FMF	March 2020	\$129,390	Don Gross	\$3,153,638
Acquisition of Flood Damage Properties - II	Acquisition Assistance	HMGP/CDBG	May 2020	\$400,000	Don Gross	\$14,379,000
M&P Levee District Levee	Funding for certification study	EDA/Local	June 2020	\$20,000	Don Gross	\$1,395,745
Council Bluffs Level Project	Levee improvements near Indian Creek/Missouri River	EDA/Local	July 2020	\$50,000	Don Gross	\$10,607,187
Mills County Bunge Avenue	Roadway improvements on Bunge Ave & new Road	EDA/RISE	September 2020	\$50,000	Don Gross	\$6,000,000
Blair Capital RWHF-	Outstanding Construction Loans	RLF	March-	-	Don Gross	\$525,952
Oakland Buyouts	5 properties	HMGP/CDBG	Summer 2020	\$20,000	Don Gross	\$500,000
Garter Lake	Sanitary Sewer Project	CDBG/Local	July 2020	\$30,000	Don Gross	\$1,726,750.00
	Funding Source	Abbreviation				
	Regional Transportation Planning Funds (Federal)	MAPA PL				
	Regional Surface Transportation Block Grant (Federal)	MAPA STBG				
	Congestion Management & Air Quality Funding (Federal)	CMAQ				
	Economic Development Administration (Federal)	EDA				
	Nebraska Environmental Trust (State)	NET				
	Hazard Mitigation Grant Program	HMGP				
	Iowa Flood Mitigation Fund	FMF				

City of Omaha

Date: 21-APR-20
Page 1 of 1

1819 Farnam St. Billing Div.
Omaha NE 68183
Contact : (402) 444-5453

Remit To :

City of Omaha Cashier
RM H10
1819 Farnam St.
Omaha NE 68183

Bill To :

MAPA
GREG YOEELL, DIRECTOR
2222 CUMING ST
OMAHA NE 68102

Ship To :

Customer Number : 28392

Invoice Number :	183769	Terms :	30 NET
Transaction Type :	PLANNING	Total due :	\$ 12,100.87

PLEASE RETURN TOP PORTION WITH REMITTANCE


Item No	Description	Qty Invoiced	Unit Price	Extended Price
1	WAGES - Q3 2019-2020 JAN-MAR	1	11930.87	11930.87
2	TRAVEL	1	170.00	170.00
	SPECIAL INSTRUCTIONS	DUE DATE		TOTAL DUE
	Invoice Number : 183769	21-MAY-20		\$12,100.87

City of Omaha Cashier
RM H10
1819 Farnam St.
Omaha NE 68183

Attn: Accounts Payable
MAPA
GREG YOEELL, DIRECTOR
2222 CUMING ST
OMAHA NE 68102

Cost Breakdown Form

for Actual Cost Plus Fixed Fee Agreements

Company Name:	City of Omaha		
Address:	1819 Farnam Street, Suite 1100		
Project No.:	310 Omaha Planning - FY 2020		
Project Location:	OMAHA, NE		
Control No.:			
Agreement No.:	MAPA contract #		
Invoice No. and Date:	183769 3/31/2020		
Progress Report Date:	1331/2020		
% Work Completed:	SEE ATTACHED SUMMARY		
Current Billing Period:	Jan-Mar 2020		
Actual Cost plus Fixed Fee Amount ➤	Limiting Max. Amount \$30,000.00	Fixed Fee for Profit	Total Contract Amount \$30,000.00
	Amount		
	This Period	Previously Billed	To Date
Direct Labor	\$10,412.70	\$8,718.36	\$19,131.06
Overhead @ % of Direct Labor	\$0.00		\$0.00
Fixed Fee = % of Labor and Overhead	\$0.00		\$0.00
FCCM @ % of Direct Labor	\$0.00		\$0.00
Direct Non-Labor Costs			\$0.00
Indirect Costs	\$1,518.17	\$1,271.13	\$2,789.30
Outside Services (<i>Subconsultants</i>)			
Travel & Training	\$170.00	\$0.00	\$170.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal – Outside Services	\$170.00	\$0.00	\$170.00
Total Amount Due ➤	\$12,100.87	\$9,989.49	\$22,090.36
<i>I certify that the billed amounts are actual and in agreement with the contract terms.</i>		Balance:	\$7,909.64
Signature: 	Title: Operations Manager		Date: 4/21/2020

Emspace + Lovgren
105 North 31 Avenue Suite 200
Omaha NE 68131
402-398-9448

STATEMENT



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

Date

4/20/2020

Charges**3/1/2020 - 3/31/2020

Agreement UK2002*

Project #CM-DR (107)

CN#22553

E-Mail: scutsforth@mapacog.org

E-Mail: amorales@mapacog.org

Date	Invoice	Transaction	Amount
4/20/2020	1082	2020 Clean Air Partnership Campaign	\$8,194.38
		AMOUNT DUE*PLEASE REMIT	\$8,194.38



Cost Breakdown Form

ific Rates of Compensation (Fixed Labor) Agreements

Company Name:	EMSPACE + LOVGREN		
Control No.:	22553	Project No.:	CM-D2 (107)
Project Location:	Douglas County, Nebraska		
Agreement No.:	UK2002	Expire Date:	December 31, 2020
Invoice No.:	#1082	Invoice Date:	4/20/2020
% Work Completed:	5%		
Current Billing Period:	3/1/2020 thru 3/31/2020		
Agreement No:	UK2002	Maximum Not-to-Exceed Amount	\$220,000.00
Agreement amount thru supplement #	000		
	Amount		
	This Period	Previously Billed	To Date
Direct Labor	\$7,913.75	\$3,846.25	\$11,760.00
Direct Costs (Non-Labor)	\$180.63	\$0.00	\$180.63
Outside Services (Subconsultants):			
Name	Max Amount		
Media-Print Ads, Radio, TV	\$38,000.00	\$100.00	\$0.00
			\$100.00
Adjustments:			
Description:			
Total Amount DUE >>	\$8,194.38	\$3,846.25	\$12,040.63
By submitting this form electronically to State, Consultant certifies submitted costs are actual and allowed by contract	Total Agreement Amount Remaining:		\$207,959.37
Signature (typed or signed name required):	Title:	Date:	
Donna Maxey	Client Operations Manager	4/20/2020	
Consultant's email contact for invoice-related questions: maxey@emspacegroup.com			

Invoice



HDR Engineering, Inc.
1917 S. 67th Street
Omaha, NE 68106
(402)399-1000

Metro Area Planning Agency
2222 Cuming Street
Omaha, NE 68102
Attn: Michael Helgerson

<u>Invoice No.</u>	1200268312	
<u>Invoice Date</u>	5/13/2020	
<u>Period Ending</u>	4/25/2020	
<u>Project No.</u>	10197415	\$8,168.00
<u>Client No.</u>	008526	

MAPA FY 20 On-Call Travel Demand Modeling Services
Project No. LM01P057, CN 01001M, Agreement BK1751

Professional engineering services.
(Period March 29, 2020 to April 25, 2020)
Direct Salary Costs (per attached) =

\$8,168.00

Travel Expenses (per attached)
Other Expenses (per attached)

\$0.00
\$0.00

\$0.00

Total Expenses

\$0.00

SUMMARY

Maximum Billable: \$34,861.68

Total Billed to Date: \$21,579.50

Please send remittance with copy of invoice to:
P.O. Box 74008202
Chicago, IL 60674-8202

Amount Due This Invoice	\$8,168.00
-------------------------	------------

**MAPA FY 20 On-Call Travel Demand Modeling Services
Project No. LM01P057, CN 01001M, Agreement BK1751**

(Period March 29, 2020 to April 25, 2020)

Assignment 1 Connect GO Support

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
	0.00		\$0.00

<u>Travel Expenses</u>			\$0.00
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<u>Other Expenses</u>			\$0.00
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<u>Total Expenses</u>			\$0.00
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Assign 1 Billed to date \$ 2,480.00

Total Assign 1 \$0.00

Cost Breakdown Form

for Maximum Not-to-Exceed (MNTE) Agreements

Company Name:	Sarpy County - Contract # 2060310002		
Control No.:	01001M	Project No.:	PLM-1 (57)
Project Location:	Sarpy County, NE		
Agreement No.:	UL1903	Expire Date:	June 30, 2020
Invoice No.:	2020-3	Invoice Date:	January 28, 2020
% Work Completed:	75%		
Current Billing Period:	1/1/2020	thru	3/31/2020

Agreement No:	UL1903	Maximum Not-to-Exceed Amount	\$57,000.00
Agreement amount thru supplement #	000		

	Amount		
	This Period	Previously Billed	To Date
Direct Labor	\$24,882.12	\$29,889.01	\$54,771.13
Overhead @ _____ of direct labor	\$0.00		
Profit @ _____ of labor+overhead	\$0.00		
FCCM @ _____ of direct labor	\$0.00		
Other Labor (Fixed Billing Rates)			
Direct Costs (Non-Labor)			
Outside Services (Subconsultants):			
<u>Name</u> <u>Max Amount</u>			
Adjustments:			
Overhead			
Fixed Fee for profit			
FCCM			
Description: Matching Funds	(\$7,464.55)	(\$14,886.38)	(\$22,350.93)
Total Amount DUE >>	\$17,417.57	\$15,002.63	\$32,420.20

By submitting this form electronically to State, Consultant certifies submitted costs are actual and allowed by contract.		Total Agreement Amount Remaining:	\$24,579.80
Signature (typed or signed name required):	Title:	Date:	
William E. Conley	Chief Financial Officer	4/22/2020	
Consultant's email contact for invoice-related questions:			

1210 Golden Gate Drive
Papillion, NE 68046
 Phone: 402-593-4133
 Fax: 402-593-4304
www.sarpy.com

INVOICE

Company: MAPA
Address: amorales@mapaco.org
Address: 222 Cuming Street
City, State, Zip: Omaha, NE 68102
Attn: Amanda Morales

INVOICE #	2020-3
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INVOICE DATE:	4/22/2020
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DUE DATE: upon receipt

DESCRIPTION		Qty	Rate	Amount
Planning	Reimburse personnel expenses for 1/1/20-1/31/2020 70%	1	\$ 2,760.49	\$ 2,760.49
Planning	Reimburse benefit expenses for 1/1/20-1/31/20 70%	1	\$ 410.92	\$ 410.92
GIS	Reimburse personnel expenses for 1/1/20-1/31/20 70%	1	\$ 11,944.98	\$ 11,944.98
GIS	Reimburse benefit expenses for 1/1/20-1/31/20 70%	1	\$ 2,301.18	\$ 2,301.18
	Based on available grant funds			
			Subtotal	\$ 17,417.57

Please make checks payable to: **Sarpy County Treasurer**
and remit to:



Mikala Gansemer
Sarpy County Fiscal Administration
1210 Golden Gate Drive
Papillion, NE 68046

Payments/Credits	\$ -
TOTAL DUE	\$ 17,417.57



Sarpy County Information Systems
1210 Golden Gate Drive Suite 1128
Papillion, Nebraska 68046

402 . 593 . 2325
www.sarpy.com

To: Greg Youell, MAPA Director

Subject: Sarpy County GIS Quarterly Report – FY2020

Date: April 3, 2020

Sarpy GIS has been continuing efforts to develop transportation, address, land/property record, and administrative data sets for the county and cities. Participation in the regional transportation projects has proven to benefit the metro area and individual agencies involved. Sarpy County remains committed to furthering the technology, standards, and initiatives that benefit the region.

Transportation planning related GIS activities from the last quarter:

GIS Data Development & Maintenance – 75% complete

- Updates to the transportation GIS datasets to reflect the current infrastructure
- Updates of asset management and work order system datasets
- Traffic data updates
- Updates to the parcel, zoning & land use datasets
- Second quarter data updates completed – a geodatabase has been made accessible to MAPA for download

Natural Resources Inventory (NRI) – 60% complete

- Completed initial phase of gathering existing & available resources for data portal
- Supplemental NRI-focused data will be developed at the regional level
- Completed packaging of topographic basemap from the 2016 LiDAR project

Regional Data Portal – 75% complete

- Sarpy has finished configuration of the existing county data items within the regional portal
- Continued data maintenance of the portal items

Sarpy County GIS looks forward to continuing its relationship with MAPA in our effort to develop quality and reliable geospatial information throughout the metro region. If you have any questions or feedback, please contact me via email at eric@sarpy.com or telephone at 593-2274.

A handwritten signature in black ink that reads "Eric Herbert". The signature is written in a cursive, flowing style.

Eric Herbert

GIS Coordinator

Dear Valued Client,

As a proactive measure to restrict the spread of COVID-19, Toole Design is temporarily implementing a remote working policy across our firm, effective 3/16/2020 until further notice. We recognize that many of our clients are taking similar measures.

In order to facilitate normal business operations while our clients are teleworking, we are able to receive and process payments electronically using the information below. Of course, we can still receive and process hard copy payments if that is the preferred method.

Electronic Payment Instructions

Electronic payments can be made to our SunTrust/UPIC Account:

Routing# 021052053
Account# 33388344

Please send payment notifications to accounts.receivable@tooledesign.com indicating the invoice number and payment amount.

Please contact accounts.receivable@tooledesign.com if you have any questions.

Thank you for your flexibility and partnership,

Toole Design Group, LLC | Accounts Receivable Team

April 30, 2020

Court Barber
 Omaha-Council Bluffs Metropolitan Area Planning Agency
 2222 Cumming St
 Omaha, NE 68102

RE: Council Bluffs 1st Ave Transit Alternatives Analysis – Progress Report
 Toole Design Project Number: 80070
 MAPA Project No. (TBD)
 Invoice No. 4

Dear Mr. Barber,

Enclosed you will find Invoice No. 4 in the amount of \$7,704.94 for the period ending April 24, 2020 as described below. **Please note that we have not yet received a subconsultant invoice from Cambridge Systematics for this project.** While we have not yet billed their work, the actual work completed for Tasks 2 and 4 are higher than indicated below. If you have questions, please contact us.

Task	Description	Work Associated	% Completed
1	Project Management and Stakeholder Engagement	<ul style="list-style-type: none"> • Coordination with City and MAPA • Internal team coordination • Online interactive map development finalization • April Advisory Committee meeting presentation development (presentation not given) and meeting attendance 	77%
2	Existing Context	<ul style="list-style-type: none"> • n/a 	43%
3	Multimodal Corridor Access Study	<ul style="list-style-type: none"> • Crash analysis QC/verification 	97%
4	Transportation and Land Use Scenario Development	<ul style="list-style-type: none"> • Initial scenario development and discussion with City 	14%
5	Alternatives Analysis	<ul style="list-style-type: none"> • Preliminary scenario growth and development impact review 	1%
6	Draft and Final Report	<ul style="list-style-type: none"> • Continued preparation of Task 3 methodology text for technical document 	13%
	Direct Expenses	<ul style="list-style-type: none"> • n/a 	17%

Thank you for the opportunity to work with you on this project. If you have any questions regarding this invoice, please contact accounts.receivable@tooledesign.com. If you have questions regarding our work, contact Adam Wood, Toole Design's project manager, at awood@tooledesign.com or 608-663-8082 ext 402.

Sincerely,

A handwritten signature in blue ink that reads "Kevin Luecke". The signature is fluid and cursive, with the first name "Kevin" and last name "Luecke" clearly distinguishable.

Kevin Luecke
Madison Office Director

Enclosures

Storybent (We Are The New Black, LLC) **Invoice 1085**

7914 W Dodge Road #244
Omaha, NE 68114
(402) 403-5619
egautschi@storybent.com



BILL TO
MAPA Heartland 2050

DATE
05/08/2020

PLEASE PAY
\$4,312.50

DUE DATE
05/08/2020

SERVICE	QTY	RATE	AMOUNT
Agency Services — Tax exempt Visual Representation, Design, Content	22.50	125.00	2,812.50
Agency Services — Tax exempt Brand evolution	12	125.00	1,500.00

Hours logged from 4.10.20 - 5.8.2020

Brand Evolution: brand style guides for MAPA and Heartland 2050, naming strategy meetings and recommendations.

TOTAL DUE

\$4,312.50

THANK YOU.

Visual Representation, Design, Content: Long Range
Transportation Plan meetings, planning, creative direction,
design and copy

On-Call Communications Services Task Order 2

Category	Budgeted Hours	Budget	Inv. # 1077		Inv. # 1079		Inv #1085		Inv #		Billed to Date	Billed to Date	Remaining Hours	Remaining Budget
			Hours	Inv. # 1077	Hours	Inv. # 1079	Hours	Inv. # 1085	Hours	Inv. #	Hours	Date	Hours	
Photography	20	\$ 2,500.00	0	\$ -							0.00	\$ -	20.00	\$ 2,500.00
Web	60	\$ 7,500.00	29	\$ 3,625.00	11	\$ 1,375.00					40.00	\$ 5,000.00	20.00	\$ 2,500.00
Brand Evolution	50	\$ 6,250.00	0	\$ -	12	\$ 1,500.00	12.00	\$1,500.00			24.00	\$ 3,000.00	26.00	\$ 3,250.00
Visual Representation, Design, Content	45	\$ 5,000.00	23.5	\$ 2,937.50	17	\$ 2,125.00	22.50	\$2,812.50			63.00	\$ 7,875.00	-18.00	\$(2,875.00)
Total	175	\$ 21,250.00	52.5	\$ 6,562.50	40	\$ 5,000.00	\$ 34.50	\$4,312.50	0.00	\$ -	127.00	\$ 15,875.00	48.00	\$ 5,375.00

April 13, 2020

Sue Cutsforth
Omaha-Council Bluffs
MAPA
2222 Culming Street
Omaha NE 68102

Reference: NET 19-135 – Little Steps Big Impact

Dear Sue,

We are in receipt of your April 13, 2020 letter requesting a one-year extension of this grant. We understand outreach activities have been canceled due to COVID-19 issues and a grant from NDOT, which was a part of your project was delayed as well. Staff approves a one-year extension to June 30, 2021 to ensure funds remain available as the project progresses.

In granting this extension, we consider your letter of request and any attachments as a binding amendment to your grant agreement. Additional quarterly reports will be required during this period, with your final project report due by July 31, 2021.

Thank you for providing this information to us. If you have any questions please do not hesitate to call.

Sincerely,



Marilyn Tabor
Grant Administrator
Environmental Trust
402-471-5541

pc Mark Brohman

MAPA CONTRACT COVER PLATE
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA and Pottawattamie County Iowa
2. Project Number and Title: 19POTT02 – Pottawattamie County CITIES Administration Cities of:
Macedonia and Treynor
3. Effective Date: April 15, 2019
4. Completion Date: September 1, 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 twenty eighth day of May, 2020 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, 2019 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, 2019 be and is hereby amended to read as follows:

Completion Date: September 1, 2020

AND THAT, the Time of Performance paragraph on page 3 of said Agreement dated April 15, 2019 be and is hereby amended to read as follows:

4. Time of Performance. The services of the County are to commence April 15, 2019 and end September 1, 2020.

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on April 15, 2019 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

	FY 21		
	Fed Amt	Total Contract	Match
NE-PL			
Omaha Planning	30,000.00	42,857.00	12,857.00
Omaha Public Works	60,000.00	85,714.00	25,714.00
Douglas County GIS	55,000.00	78,571.00	23,571.00
Sarpy Planning	22,000.00	31,429.00	9,429.00
Sarpy GIS	35,000.00	50,000.00	15,000.00
Papio NRD			
NE-PL Passthrough	202,000.00	288,571.00	86,571.00
Bike Ped Plan			-
Sarpy PEL Study	126,206.54	291,806.54	165,600.00
Aerial Photography	-	21,845.00	21,845.00
On-Call Modeling	28,000.00	35,000.00	7,000.00
Traffic Data Service	32,000.00	40,000.00	8,000.00
Southside Terrace Plan	96,000.00	120,000.00	24,000.00
NE-PL Subtotal	282,206.54	508,651.54	226,445.00
NE-PL Contracts	484,206.54	797,222.54	313,016.00
IA-PL			
Pott Co	30,000.00	42,857.00	12,857.00
CB 1st Ave Project	80,000.00	100,000.00	20,000.00
Aerial Photography		16,035.00	16,035.00
	110,000.00	158,892.00	48,892.00
IA-5305d			
Aerial Photography		9,924.00	9,924.00
FTA			
Metro	60,000.00	85,714.00	25,714.00
Aerial Photography		34,211.00	34,211.00
FY19 H2050 Mini Grant	-	-	-
	60,000.00	119,925.00	59,925.00
Total Pass-through (Planning Local Subrecips)	292,000.00	417,142.00	125,142.00
5% Admin Fee	14,600.00		
Sarpy PEL Study		158,456.50	Programed FY20
\$366806.50 contracted with Alfred Benesch	Match	Federal	Match
Gretna	69,450.00		14,250.00
Papillion	69,450.00		14,250.00
Sarpy County	69,450.00		14,250.00
	208,350.00		42,750.00
Total Funds Available 06/30/19	\$ 436,544.00		
Total Funds Available 12/31/19 (Estimate)	316,088.00		
Total Funds Available 06/30/20 (Estimate)	\$ 209,701.25		
Net	167,761.00	Lovgren	
Contract	-110090	RFP- Active Commuting Outreach	
Contract	<u>\$ (84,000.00)</u>	Net needling covered by Match	
	(26,329.00)	Contract Gross Covered by Match	
Gross Contracts	-48523	Needling Covered by Match	
Gross MAPA Activities	-44000	Matching funds needed for FY21	
	(118,852.00)		

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number:
2. Project Number: 310 Douglas County GIS Activities – FY 2021
3. Effective Date: July 1, 2020
4. Completion Date: June 30, 2021

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, 2020 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 2021 Unified Work Program (hereinafter referred to as the "FY 2021 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 2021 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 2021 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 2021 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 2021 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2020, and ending June 30, 2021.

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 2021 Program, shall keep and sign a time record showing the work element and work activity of the FY 2021 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

May 7, 2020

MAPA PL Funding Request FY-2021

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 - \$50,350 in Federal Funds (summary below and details in attached budget worksheet)

Budget

Project 3 - Data Development & Maintenance

Staff Time in Hours

809

Item	Total	Federal (70%)	Local (30%)
Salary & Wages	\$34,282	\$23,997	\$10,285
Fringe Benefits	\$20,379	\$14,266	\$6,114
Indirect Costs	\$17,267	\$12,087	\$5,180
Total	\$71,929	\$50,350	\$21,579



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

May 7, 2020

MAPA PL Funding Request FY-2021

Jurisdiction - Douglas County GIS

Project Name - Regional GIS Data Portal

Project Description and Eligibility - This project will focus on continued development of 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 - \$1,243 in Federal Funds (summary below and details in attached budget worksheet)

Budget

Project 1 - Regional Data Portal

Staff Time in Hours

18

Item	Total	Federal (70%)	Local (30%)
Salary & Wages	\$831.02	\$582	\$249
Fringe Benefits	\$518.84	\$363	\$156
Indirect Costs	\$426.42	\$298	\$128
Total	\$1,776	\$1,243	\$533



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

May 7, 2020

MAPA PL Funding Request FY-2021

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 - \$3,405 in Federal Funds (summary below and details in attached budget worksheet)

Budget

Project 2 - Vision Zero

Staff Time in Hours

50

Item	Total	Federal (70%)	Local (30%)
Salary & Wages	\$2,271	\$1,590	\$681
Fringe Benefits	\$1,426	\$998	\$428
Indirect Costs	\$1,168	\$818	\$350
Total	\$4,865	\$3,405	\$1,459

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number:
2. Project: 310 Metro Transit Planning – FY 21
3. Effective Date: July 1, 2020
4. Completion Date: June 30, 2021

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, 2020 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 2021 Unified Work Program (hereinafter referred to as the "FY 2021 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 2021 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 2021 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 2021 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2020 and ending June 30, 2021.

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 FY2021 Program, shall keep and sign a time record showing the work element and work activity of the FY 2021 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 TRANSPORTATION 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 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, 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-2021

TRANSIT/HUMAN SERVICE TRANSPORTATION (440)

440.02 Short-Range and Service Planning

In FY2021, staff will continue to implement and evaluate early phases of the Transit Development Plan, which identified short-range service adjustments that build toward future phases of broader transit expansion in the region. Final planning and scheduling will be completed in preparation for launching ORBT service in the fall of 2020, and staff is anticipating minor short-range and service planning activity throughout FY 2021 to refine ORBT service, as well as connecting routes along the line.

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 regional partners on ConnectGO, a unified transportation plan for the region. Metro staff will also coordinate with the CEO and board of directors to evaluate the impacts of a potential conversion to a Regional Metropolitan Transit Authority as a result of Nebraska legislative bill 492.

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, set to be presented to the Planning Board and City Council in early FY 2021. Staff will also review and comment on development submissions to the City of Omaha for properties near transit stops, both within and outside of the draft TOD zoning overlay.

**METRO
MAPA BUDGET
2020 - 2021**

MAPA PROJECTS	JULY HOURS	AUGUST HOURS	SEPT HOURS	1st QTR	PAYROLL	BENEFITS (30.83%)	TOTAL	YEAR TO DATE TOTAL
440.02 - Short-Range and Service Planning								
TOTAL FOR 440.02	123.00	123.00	124.00	370.00	\$11,709.00	\$3,627.32	\$15,336.32	15,336.32
440.03 - Long-Range Transit Planning								
TOTAL FOR 440.03	38.00	38.00	37.00	113.00	\$3,528.80	\$1,093.23	\$4,622.03	4,622.03
440.006 - Transit Oriented Development Coordination								
TOTAL FOR 440.06	10.00	10.00	10.00	30.00	\$1,122.58	\$347.64	\$1,470.22	1,470.22
Total Individuals	171.00	171.00	171.00	513.00	\$16,360.38	\$5,068.19	\$21,428.57	\$21,428.57
					\$11,452.27	\$3,547.73	\$15,000.00	\$15,000.00
					\$4,908.11	\$1,520.46	\$6,428.57	\$6,428.57
					\$16,360.38	\$5,068.19	\$21,428.57	\$21,428.57

**METRO
MAPA BUDGET
2020 - 2021**

MAPA PROJECTS	OCT HOURS	NOV HOURS	DEC HOURS	2nd QTR	PAYROLL	BENEFITS (30.83%)	TOTAL	YEAR TO DATE TOTAL
440.02 - Short-Range and Service Planning								
TOTAL FOR 440.02	123.00	123.00	124.00	370.00	\$11,709.00	\$3,627.32	\$15,336.32	30,672.64
440.03 - Long-Range Transit Planning								
TOTAL FOR 440.03	38.00	38.00	37.00	113.00	\$3,528.80	\$1,093.23	\$4,622.03	9,244.06
440.006 - Transit Oriented Development Coordination								
TOTAL FOR 440.06	10.00	10.00	10.00	30.00	\$1,122.58	\$347.64	\$1,470.22	2,940.44
Total Individuals	171.00	171.00	171.00	513.00	\$16,360.38	\$5,068.19	\$21,428.57	\$42,857.14
					\$11,466.00	\$3,534.00	\$15,000.00	\$30,000.00
					\$4,913.65	\$1,515.85	\$6,429.50	\$12,858.07
					\$16,379.65	\$5,049.85	\$21,429.50	\$42,858.07

**METRO
MAPA BUDGET
2020 - 2021**

MAPA PROJECTS	JAN HOURS	FEB HOURS	MAR HOURS	3rd QTR	PAYROLL	BENEFITS (30.83%)	TOTAL	YEAR TO DATE TOTAL
440.02 - Short-Range and Service Planning								
TOTAL FOR 440.02	123.00	123.00	124.00	370.00	\$11,709.00	\$3,627.32	\$15,336.32	46,008.96
440.03 - Long-Range Transit Planning								
TOTAL FOR 440.03	38.00	38.00	38.00	114.00	\$3,528.80	\$1,093.23	\$4,622.03	13,866.09
440.006 - Transit Oriented Development Coordination								
TOTAL FOR 440.06	10.00	10.00	10.00	30.00	\$1,122.58	\$347.64	\$1,470.22	4,410.66
Total Individuals	171.00	171.00	172.00	514.00	\$16,360.38	\$5,068.19	\$21,428.57	64,285.71
					\$11,466.00	\$3,534.00	\$15,000.00	\$45,000.00
					\$4,913.65	\$1,515.85	\$6,429.50	\$19,287.57
					\$16,379.65	\$5,049.85	\$21,429.50	\$64,287.57

**METRO
MAPA BUDGET
2020 - 2021**

MAPA PROJECTS	APRIL HOURS	MAY HOURS	JUNE HOURS	4th QTR	PAYROLL	BENEFITS (30.83%)	TOTAL	YEAR TO DATE TOTAL
440.02 - Short-Range and Service Planning								
TOTAL FOR 440.02	123.00	123.00	124.00	370.00	\$11,709.00	\$3,627.32	\$15,336.32	61,345.28
440.03 - Long-Range Transit Planning								
TOTAL FOR 440.03	38.00	38.00	38.00	114.00	\$3,528.80	\$1,093.23	\$4,622.03	18,488.12
440.006 - Transit Oriented Development Coordination								
TOTAL FOR 440.06	10.00	10.00	10.00	30.00	\$1,122.58	\$347.64	\$1,470.22	5,880.88
Total Individuals	171.00	171.00	172.00	514.00	\$16,360.38	\$5,068.19	\$21,428.57	85,714.28
					\$11,466.00	\$3,534.00	\$15,000.00	\$60,000.00
					\$4,913.65	\$1,515.85	\$6,429.50	\$25,717.07
					\$16,379.65	\$5,049.85	\$21,429.50	\$85,717.07

**METRO
MAPA BUDGET
2020 - 2021**

MAPA PROJECTS	APRIL HOURS	MAY HOURS	JUNE HOURS	4th QTR	PAYROLL	BENEFITS (30.83%)	TOTAL	YEAR TO DATE TOTAL
440.02 - Short-Range and Service Planning								
TOTAL FOR 440.02	123.00	123.00	124.00	370.00	\$11,709.00	\$3,627.32	\$15,336.32	61,345.28
440.03 - Long-Range Transit Planning								
TOTAL FOR 440.03	38.00	38.00	38.00	114.00	\$3,528.80	\$1,093.23	\$4,622.03	18,488.12
440.006 - Transit Oriented Development Coordination								
TOTAL FOR 440.06	10.00	10.00	10.00	30.00	\$1,122.58	\$347.64	\$1,470.22	5,880.88
Total Individuals	171.00	171.00	172.00	514.00	\$16,360.38	\$5,068.19	\$21,428.57	85,714.28
					\$11,466.00	\$3,534.00	\$15,000.00	\$60,000.00
					\$4,913.65	\$1,515.85	\$6,429.50	\$25,717.07
					\$16,379.65	\$5,049.85	\$21,429.50	\$85,717.07

<div> <div>METRO</div> <div>MAPA BUDGET</div> <div>2020 - 2021</div> </div>																		
MAPA PROJECTS	JULY HOURS	AUGUST HOURS	SEPT HOURS	1st QTR	OCTOBER HOURS	NOV HOURS	DEC HOURS	2nd QTR	JAN HOURS	FEB HOURS	MARCH HOURS	3rd QTR	APRIL HOURS	MAY HOURS	JUNE HOURS	4th QTR	TOTAL HOURS	PERCENT BUGETED
440.02 - Short-Range and Service Planning																		
Schweitz, Evan M (22959)	70.00	70.00	71.00	211.00	70.00	70.00	71.00	211.00	70.00	70.00	71.00	211.00	70.00	70.00	71.00	211.00	844.00	70.10%
Andry, Alicia (22964)	53.00	53.00	53.00	159.00	53.00	53.00	53.00	159.00	53.00	53.00	53.00	159.00	53.00	53.00	53.00	159.00	636.00	74.82%
TOTAL FOR 440.02	123.00	123.00	124.00	370.00	123.00	123.00	124.00	370.00	123.00	123.00	124.00	370.00	123.00	123.00	124.00	370.00	1480.00	
440.03 - Long-Range Transit Planning																		
Schweitz, Evan M (22959)	20.00	20.00	20.00	60.00	20.00	20.00	20.00	60.00	20.00	20.00	20.00	60.00	20.00	20.00	20.00	60.00	240.00	19.93%
Andry, Alicia (22964)	18.00	18.00	17.00	53.00	18.00	18.00	17.00	53.00	18.00	18.00	18.00	54.00	18.00	18.00	18.00	54.00	214.00	25.18%
TOTAL FOR 440.03	38.00	38.00	37.00	113.00	38.00	38.00	37.00	113.00	38.00	38.00	38.00	114.00	38.00	38.00	38.00	114.00	454.00	
440.006 - Transit Oriented Development Coordination																		
Schweitz, Evan M (22959)	10.00	10.00	10.00	30.00	10.00	10.00	10.00	30.00	10.00	10.00	10.00	30.00	10.00	10.00	10.00	30.00	120.00	9.97%
Andry, Alicia (22964)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
TOTAL FOR 440.06	10.00	10.00	10.00	30.00	10.00	10.00	10.00	30.00	10.00	10.00	10.00	30.00	10.00	10.00	10.00	30.00	120.00	
Total Individuals																		
Schweitz, Evan M (22959)	100.00	100.00	101.00	301.00	100.00	100.00	101.00	301.00	100.00	100.00	101.00	301.00	100.00	100.00	101.00	301.00	1204.00	100.00%
Andry, Alicia (22964)	71.00	71.00	70.00	212.00	71.00	71.00	70.00	212.00	71.00	71.00	71.00	213.00	71.00	71.00	71.00	213.00	850.00	100.00%
	171.00	171.00	171.00	513.00	171.00	171.00	171.00	513.00	171.00	171.00	172.00	514.00	171.00	171.00	172.00	514.00	2054.00	

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number:
2. Project: 310 Omaha Planning – FY 21
3. Effective Date: July 1, 2020
4. Completion Date: June 30, 2021

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, 2020 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 2021 Unified Work Program (hereinafter referred to as the "FY 2021 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 2021 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 2021 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 2021 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 2021 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2020 and ending June 30, 2021.

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 2021 Program, shall keep and sign a time record showing the work element and work activity of the FY 2021 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

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number:
2. Project: 310 Omaha Public Works – FY 21
3. Effective Date: July 1, 2020
4. Completion Date: June 30, 2021

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.

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9. Date of MAPA Board Approval -
10. Date of City Approval
11. Legal Review -
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FOR PROFESSIONAL SERVICES

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

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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 2021 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 2021 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 2021 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2020 and ending June 30, 2021.

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 2021 Program, shall keep and sign a time record showing the work element and work activity of the FY 2021 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 FY2021 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 2021 includes traffic counts at approximately 375 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.

Budget:

Personnel

Traffic Counters and Analysis

Total

Full Time

Engineering Tech 1	\$ 16,644.96
FT Overhead (36.22%)	\$ 6,028.80

Part Time

Clerk Typist II	\$ 2,078.40
Engineering Aide I	\$ 17,784.00
Engineering Aide I	\$ 17,784.00
Engineering Aide I	\$ 17,784.00
PT Overhead (7.65%)	\$ 4,240.43

Other Direct Expenses

Mileage	\$ 2,760.00
Reproduction	<u>\$ 609.70</u>
Total	\$ 85,714.29
Federal Match (70%)	\$ 60,000.00
Local Match (30%)	\$ 25,285.71
Including "In-Kind" Soft Donations	

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.

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number:
2. Project: Pottawattamie County GIS Activities – FY21
3. Effective Date: July 1, 2020
4. Completion Date: June 30, 2021

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, 2020 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 2021 Unified Work Program (hereinafter referred to as the "FY 2021 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 2021 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 2021 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 2021 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 2021 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2020 and ending June 30, 2021.

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 2021 Program, shall keep and sign a time record showing the work element and work activity of the FY 2021 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-2021 PL Funding Request

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	Staff	Hours	Hourly Rate	Total Expenses	Requested Amount	Local Match (30%)
Project A: Natural Resources Inventory	Employee 1	25	\$48.04	\$1,201.00	\$840.70	\$360.30
Project B: Regional Data Portal *	Employee 1	0	\$48.04	\$0.00	\$0.00	\$0.00
Project C: Data Maintenance	Employee 1	75	\$48.04	\$3,603.00	\$2,522.10	\$1,080.90
	Employee 2	475	\$37.52	\$17,822.00	\$12,475.40	\$5,346.60
Project D: Website Maintenance	Employee 1	50	\$48.04	\$2,402.00	\$1,681.40	\$720.60
	Employee 2	300	\$37.52	\$11,256.00	\$7,879.20	\$3,376.80
Fringe Benefits	Employee 1	150	\$18.53	\$2,779.50	\$1,945.65	\$833.85
	Employee 2	775	\$16.67	\$12,919.25	\$9,043.48	\$3,875.78
Total				\$51,982.75	\$36,387.93	\$15,594.83

* 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:
2. Project: Sarpy County Planning and GIS Activities – FY21
3. Effective Date: July 1, 2020
4. Completion Date: June 30, 2021

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, 2020 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 2021 Unified Work Program (hereinafter referred to as the "FY 2021 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 2021 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 2021 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 2021 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 2021 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2020 and ending June 30, 2021.

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 2021 Program, shall keep and sign a time record showing the work element and work activity of the FY 2021 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 County Planning Department Transportation Planning

Overview: The Sarpy County Planning Department's work program for FY2021 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%)	Notes
Staff Time				
Development Review (260 hours)				<i>approx. breakdown: Kubicek (5 hrs/wk)</i>
Salary & Wages	\$10,463	\$7,324	\$3,139	
Fringe Benefits	\$1,515	\$1,060	\$455	
	\$11,978	\$8,384	\$3,594	
Regional Coordination of Transportation Planning Efforts (156 hours)				
				<i>approx. breakdown: Kubicek (3 hrs/wk)</i>
Salary & Wages	\$6,278	\$4,395	\$1,883	
Fringe Benefits	\$909	\$636	\$273	
	\$7,187	\$5,031	\$2,156	
Planning of Future Local Public Transportation Standards & Systems (156 hours)				
				<i>approx. breakdown: Kubicek (3 hrs/wk)</i>
(Zoning & Subdivision Regulations)				
Salary & Wages	\$6,278	\$4,395	\$1,883	
Fringe Benefits	\$909	\$636	\$273	
	\$7,187	\$5,031	\$2,156	
Project Coordination/Administration (13 hours)				
				<i>approx. breakdown: Kubicek (0.50 hrs/every 2 wks)</i>
Salary & Wages	\$523	\$366	\$157	
Fringe Benefits	\$75	\$53	\$22	
	\$598	\$419	\$179	
GRAND TOTAL	\$26,950	\$18,865	\$8,085	

Project Breakdown														
Employee	Avg Hours/Week	Total Hours	Hrly Wage	Ext. Wage	Hrly Fringe	Ext. Fringe								
Jason Kubicek	11.25	585	\$ 40.24	\$ 23,542.31	\$5.83	\$3,408.09								
TOTALS:	11.25	585		\$ 23,542.31	\$5.83	\$3,408.09								
Staff Salary Breakdown														
Employee	Hourly	Annual Salary	Pension	Social Security	Health	Dental	Life	Disability	Longevity	Total	Hourly			
Jason Kubicek	\$ 40.24	\$83,706	\$ 5,650	\$ 6,404	\$ -	\$ -	\$ 64	\$ -	\$ -	\$ 95,824	\$46.07			
TOTAL	\$ 40.24	\$ 83,706	\$ 5,650	\$ 6,404	\$ -	\$ -	\$ 64	\$ -	\$ -	\$ 95,824	\$46.07			
Above amounts include 2% cost of living and step increases for the 2021FY														

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 and shared with the regional data portal.

Regional GIS Data Portal:

This project will focus on creating a MAPA region-wide GIS data portal that provides a hub for sharing and accessing transportation and natural resource data. 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:

Publishing of web and map services for county datasets and sharing them with the portal. The map services and data will follow recommended naming and classification standards adopted by the data

portal working group. Items published by Sarpy County may include datasets, maps, applications and dashboards.

Budget:

Item	Total	Federal	Local Match (30%)
<i>Staff Time</i>			
Data Development & Maintenance (1141 hours)			
Salary & Wages	\$42,000	\$29,400	\$12,600
Fringe Benefits	\$9,386	\$6,570	\$2,816
Regional Data Portal (24 hours)			
Salary & Wages	\$1,370	\$959	\$411
Fringe Benefits	\$484	\$339	\$145
Project Coordination (16 hours)			
Salary & Wages	\$913	\$639	\$274
Fringe Benefits	\$323	\$226	\$97
Total	\$54,476	\$38,133	\$16,343

**SARPY COUNTY, NEBRASKA
2019 FY**

GIS Transportation 2581						
REVISED BUDGET 2021 FY						
Total Project				Requested Federal Funds*	Requested Match*	
Name	Hrly Rate	PP/Hrs	Project Totals			
Herbert, Eric	70% \$ 57.075	40	\$ 2,283	\$ 1,598	\$ 685	
Kriener, Eric	70% \$ 45.515	6.06	\$ 276	\$ 193	\$ 83	
Lampe, Nikki	70% \$ 36.962	583	\$ 21,549	\$ 15,084	\$ 6,465	
Nelsen, Chris	70% \$ 36.554	552	\$ 20,178	\$ 14,125	\$ 6,053	
Total Salaries			\$ 44,286	\$ 31,000	\$ 13,286	
Retirement	6.75% of salary		\$ 2,989	\$ 2,092	\$ 897	
Social Security	7.65% of salary		\$ 3,388	\$ 2,372	\$ 1,016	
Herbert Ins. benefits	70% \$ 11.9520	40	\$ 478	\$ 335	\$ 143	
Kriener Ins. benefits	70% \$ 11.8962	6.06	\$ 72	\$ 50	\$ 22	
Lampe Ins. benefits	70% \$ 0.4218	583	\$ 246	\$ 172	\$ 74	
Nelsen Ins. benefits	70% \$ 5.4711	552	\$ 3,020	\$ 2,114	\$ 906	
Benefits Total			\$ 10,193	\$ 7,135	\$ 3,058	
Grand Total			\$ 54,479	\$ 38,135	\$ 16,344	

Data Development				Federal	Local	
Employee	Hours	Salary Cost	Benefits	Totals	0.7	0.3
Kriener, Eric	6.06	\$276	\$112	\$388	\$271	\$116
Lampe, Nikki	583	\$21,549	\$3,349	\$24,898	\$17,429	\$7,469
Nelsen, Chris	552	\$20,178	\$5,926	\$26,103	\$18,272	\$7,831
Total		\$42,003	\$9,386	\$51,389	\$35,972	\$15,417
Federal		\$29,402	\$6,571			
Local		\$12,601	\$2,816			

Project Coordination				Federal	Local	
Employee	Hours	Salary Cost	Benefits	Totals	0.7	0.3
Herbert, Eric	16	\$913	\$323	\$1,236	\$865	\$371
Total		\$913	\$323	\$1,236	\$865	\$371
Federal		\$639	\$226			
Local		\$274	\$97			

Regional Data Portal				Federal	Local	
Employee	Hours	Salary Cost	Benefits	Totals	0.7	0.3
Herbert, Eric	24	\$1,370	\$484	\$1,854	\$1,298	\$556
Total		\$1,370	\$484	\$1,854	\$1,298	\$556
Federal		\$959	\$339			
Local		\$411	\$145			

Project Totals (QC Check):	
Total	\$54,479
Federal	\$38,135
Local	\$16,344

Fringe Benefit Calculation for Responsible Charge

ERIC HERBERT

Annual Salary*	Estimated hours worked/year	Effective Wage rate
\$ 118,716.00	2080	\$ 57.08

*includes \$1030 longevity & \$1040 401a match

*Shaded areas to be completed by the LPA

Insurance Cost (Per Month)

Health	\$ 1,945.91
Dental	\$ 72.94
Life & AD&D	\$ 6.08
LTD	\$ 46.75
Vision	\$ -
Other Insurance Benefits	\$ -
Insurance Cost/month	\$ 2,071.68
Insurance Cost/hour	\$ 11.9520

Workmen's Compensation

Workman's Compensation Insurance - rate = \$.14 per \$100 of wages (rate ÷ \$100 x Wage Rate = \$.05 per hr.)	\$ -
Rate per \$100 of coverage	\$ -
Effective Hourly Effective Wage Rate	\$ 57.08
Workman's Compensation Insurance Cost	\$ -

FICA/Medicare (7.65 %)

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$ 3.17
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$ 0.83

Holiday/Vacation/Sick Leave/Personal/Admin Time Off

Vacation days	-
Sick Days	-
Pers/Adm. Days	-
Holidays	-
Leave days/year	-
Leave hours/year	-

Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	2,080.0
Effective Hourly Wage Rate	\$ 57.08
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ -

Pension

Percent of Effective Wage Rate	6.75%
Pension/Retirement Cost	\$ 3.85

Insurance Cost	Work Comp	6.2% FICA	1.45% Medicare	Holiday Vac Sick	Pension/Retirement	Total fringe/hour
\$11.9520	\$0.0000	\$3.1725	\$0.8276	\$0.0000	\$3.8526	\$19.80

Other typical expenses may be submitted for reimbursement as allowed under the RC Reimbursement guidelines

Effective hourly rate	\$ 57.08
Fringe benefits per hour	\$ 19.80
Total hourly rate	\$ 76.88

% of Fringe benefits 25.76%

Fringe Benefit Calculation for Responsible Charge

ERIC KREINER

Annual Salary*	Estimated hours worked/year	Effective Wage rate
\$ 94,672.00	2080	\$ 45.52

*includes \$1030 longevity & \$1040 401a match

*Shaded areas to be completed by the LPA

Insurance Cost (Per Month)

Health	\$ 1,945.91
Dental	\$ 72.94
Life & AD&D	\$ 6.08
LTD	\$ 37.08
Vision	\$ -
Other Insurance Benefits	\$ -
Insurance Cost/month	\$ 2,062.01
Insurance Cost/hour	\$ 11.8962

Workmen's Compensation

Workman's Compensation Insurance - rate = \$.14 per \$100 of wages (rate ÷ \$100 x Wage Rate = \$.05 per hr.)	\$ -
Rate per \$100 of coverage	\$ -
Effective Hourly Effective Wage Rate	\$ 45.52
Workman's Compensation Insurance Cost	\$ -

FICA/Medicare (7.65 %)

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$ 2.82
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$ 0.66

Holiday/Vacation/Sick Leave/Personal/Admin Time Off

Vacation days	-
Sick Days	-
Pers/Adm. Days	-
Holidays	-
Leave days/year	-
Leave hours/year	-
Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	2,080.0
Effective Hourly Wage Rate	\$ 45.52
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ -

Pension

Percent of Effective Wage Rate	6.75%
Pension/Retirement Cost	\$ 3.07

Insurance Cost	Work Comp	6.2% FICA	1.45% Medicare	Holiday Vac Sick	Pension/Retirement	Total fringe/hour
\$11.8962	\$0.0000	\$2.8220	\$0.6600	\$0.0000	\$3.0723	\$18.45

Other typical expenses may be submitted for reimbursement as allowed under the RC Reimbursement guidelines

Effective hourly rate	\$ 45.52
Fringe benefits per hour	\$ 18.45
Total hourly rate	\$ 63.97

% of Fringe benefits 28.84%

Fringe Benefit Calculation for Responsible Charge

NIKKI LAMPE

Annual Salary*	Estimated hours worked/year	Effective Wage rate
\$ 76,881.00	2080	\$ 36.96

*includes \$1030 longevity & \$1040 401a match

*Shaded areas to be completed by the LPA

Insurance Cost (Per Month)

Health	\$ -
Dental	\$ 36.79
Life & AD&D	\$ 6.08
LTD	\$ 30.25
Vision	\$ -
Other Insurance Benefits	\$ -
Insurance Cost/month	\$ 73.12
Insurance Cost/hour	\$ 0.4218

Workmen's Compensation

Workman's Compensation Insurance - rate = \$.14 per \$100 of wages (rate ÷ \$100 x Wage Rate = \$.05 per hr.)	\$ -
Rate per \$100 of coverage	\$ -
Effective Hourly Effective Wage Rate	\$ 36.96
Workman's Compensation Insurance Cost	\$ -

FICA/Medicare (7.65 %)

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$ 2.29
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$ 0.54

Holiday/Vacation/Sick Leave/Personal/Admin Time Off

Vacation days	-
Sick Days	-
Pers/Adm. Days	-
Holidays	-
Leave days/year	-
Leave hours/year	-

Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	2,080.0
Effective Hourly Wage Rate	\$ 36.96
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ -

Pension

Percent of Effective Wage Rate	6.75%
Pension/Retirement Cost	\$ 2.49

Insurance Cost	Work Comp	6.2% FICA	1.45% Medicare	Holiday Vac Sick	Pension/Retirement	Total fringe/hour
\$0.4218	\$0.0000	\$2.2916	\$0.5359	\$0.0000	\$2.4949	\$5.74

Other typical expenses may be submitted for reimbursement as allowed under the RC Reimbursement guidelines

Effective hourly rate	\$ 36.96
Fringe benefits per hour	\$ 5.74
Total hourly rate	\$ 42.71

% of Fringe benefits 13.45%

Fringe Benefit Calculation for Responsible Charge

CHRIS NELSEN

Annual Salary*	Estimated hours worked/year	Effective Wage rate
\$ 76,032.00	2080	\$ 36.55

*includes \$1485 longevity & \$1040 401a match

*Shaded areas to be completed by the LPA

Insurance Cost (Per Month)

Health	\$ 876.04
Dental	\$ 36.79
Life & AD&D	\$ 6.08
LTD	\$ 29.42
Vision	\$ -
Other Insurance Benefits	\$ -
Insurance Cost/month	\$ 948.33
Insurance Cost/hour	\$ 5.4711

Workmen's Compensation

Workman's Compensation Insurance - rate = \$.14 per \$100 of wages (rate ÷ \$100 x Wage Rate = \$.05 per hr.)	\$ -
Rate per \$100 of coverage	\$ -
Effective Hourly Effective Wage Rate	\$ 36.55
Workman's Compensation Insurance Cost	\$ -

FICA/Medicare (7.65 %)

FICA (6.2 Percent of Effective Hourly Wage Rate)	\$ 2.27
Medicare (1.45 Percent of Effective Hourly Wage Rate)	\$ 0.53

Holiday/Vacation/Sick Leave/Personal/Admin Time Off

Vacation days	-
Sick Days	-
Pers/Adm. Days	-
Holidays	-
Leave days/year	-
Leave hours/year	-

Normal Working Hours/day	8.0
Normal Hours/year	2,080.0
Adjusted Working Hours/year	2,080.0
Effective Hourly Wage Rate	\$ 36.55
Holiday/Vacation/Sick Leave/Personal/Admin Time Off Cost	\$ -

Pension

Percent of Effective Wage Rate	6.75%
Pension/Retirement Cost	\$ 2.47

Insurance Cost	Work Comp	6.2% FICA	1.45% Medicare	Holiday Vac Sick	Pension/Retirement	Total fringe/hour
\$5.4711	\$0.0000	\$2.2663	\$0.5300	\$0.0000	\$2.4674	\$10.73

Other typical expenses may be submitted for reimbursement as allowed under the RC Reimbursement guidelines

Effective hourly rate	\$ 36.55
Fringe benefits per hour	\$ 10.73
Total hourly rate	\$ 47.29

% of Fringe benefits 22.70%

**OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AGREEMENT FOR SERVICE
(HSEMD ACQUISITION PROGRAM PROPERTY ACQUISITION - ADMINISTRATIVE SERVICES)**

This Contract is hereby made and entered into as of this 28th day of May 2020 by and between the Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (hereinafter referred to as Planning Agency) and the City of Pacific Junction, P.O. Box 127, Pacific Junction, Iowa 51561 (hereinafter referred to as City).

WITNESSETH THAT:

WHEREAS, the City desires to engage the Planning Agency to render certain services, hereinafter described.

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

1. Employment of MAPA. The City hereby agrees to engage Planning Agency and Planning Agency hereby agrees to perform the services hereinafter set forth.
2. Scope of Services. MAPA shall do, perform and carry out in a satisfactory and proper manner all necessary services required to carry out the Contract as set out in the attached Scope of Services. As part of that Scope of Services, required federal contract language has been attached and said language is also to be considered part of this Contract.
3. 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 City.

4. Time of Performance. The services of Planning Agency shall commence on upon execution of the City and be finished on or before April 23, 2023.
5. Compensation. Payment shall be due upon reimbursement from the State of Iowa and receipt of an invoice for actual work performed. Actual costs include direct labor costs, direct non-labor costs, and overhead costs. The City agrees to compensate the Planning Agency for professional services rendered in an amount \$4,000 per property acquired and not to exceed \$192,000.
 - A. Direct Labor Costs. Direct costs are the earnings that individuals receive for the time they are working directly on the project.
 - i. 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 Planning Agency's accounting books of record.

- ii. 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 Planning Agency'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.
6. Method of Payment. The Planning Agency will request payment for services performed under this Contract upon completion of the project. Final payment of services under this contract shall be made by the City within thirty (30) days following satisfactory completion of the Planning Agency's obligations under this Contract.
7. Records. At any time during the normal business hours and as often as is necessary, each party shall make available to the other party and federal or state agents, the financial and administrative records with respect to all matters covered by this Contract.

All reports, data or other public documents and information necessary to the performance of work under this Contract shall be made available to the Planning Agency.

The Planning Agency shall maintain all financial and administrative records for a period of five (5) years from the date of final payment by the City.

8. 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 City shall thereupon 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 fourteen (14) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Planning Agency shall, at the option of the City, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

9. Termination for Convenience of the City. The City may terminate this Contract at any time by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 8 above shall, at the option of the City, become its property. If the contract is terminated by the City as provided herein, the Planning Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Planning Agency covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Planning Agency, Paragraph 8 hereof relative to termination shall apply.
10. Changes. The City 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 City and the Planning Agency, shall be incorporated in written amendments to this Contract.
11. Interest of Members of the City and Others. No employee of the City and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
12. Interest of the Planning Agency. The Planning Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract no person having any such interest shall be employed.
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 Contract.
14. This Contract 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 City shall have the right to annul this Contract without liability.
16. Severability. Should any provisions of this Contract be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.
17. Entire Agreement. This Contract contains the entire agreement between the Planning Agency and the City for the purpose of providing administrative services related to the City's post-flood acquisition grant application. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 10.

18. Hold Harmless. The City shall hold harmless, waive, and indemnify the Planning Agency against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services provided by the Planning Agency, except to the extent caused by the gross negligence or willful misconduct of the Planning Agency or its employees. In no event shall the Planning Agency be liable to the City for lost revenues of the City, or special or consequential damages, even if the Planning Agency has been advised of the possibility of such damages. The Planning Agency's total liability under this Contract for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Planning Agency by the City under this Contract.

Passed and Approved:

Metropolitan Area Planning Agency

City of Pacific Junction

Date

Date

Executive Director

Andy Young, Mayor

SCOPE OF SERVICES
(HSEMD ACQUISITION PROGRAM PROPERTY ACQUISITION - ADMINISTRATIVE SERVICES)

The Metropolitan Area Planning Agency (Planning Agency) shall assist in the acquisition and demolition of up to 127 properties in the City of Pacific Junction (City) as outlined in Agreement No. DR-4421-0003-01 between the City and Iowa Department of Homeland Security and Emergency Management (HSEMD). The Scope shall also include the maintenance of required records and documents and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:

HMGP PROPERTY ACQUISITIONS AND DEMOLITIONS

General

1. Assure understanding of terms and conditions of the grant agreement with.
2. Provide supervision, inspection, and other services necessary to complete the program from inception to closeout.
3. Assure compliance with other agencies, such as the State Historic Preservation Office, Department of Natural Resources, etc.
4. Update the City on the progress of the hazard mitigation project.

Project Management

1. Amend Program Administrative Plan for approval by the City, as necessary.
2. Assist City in acquiring required contract and bid documents for legal and title services.
3. Participate in all agreement meetings.
4. Perform the procurement process for all activities in accordance with Federal and City regulations.
5. Assist in setting up separate non-interest bearing checking account and general ledger codes.
6. Prepare all necessary documents and submit, as required.
7. Coordinate with the City-contracted attorney for the necessary legal work.
8. Meet with property owners to make the offer to purchase and prepare all necessary documentation.
9. Determine relocation allowances to eligible tenants and property owners.
10. Inspect all purchased property at time of closing and demolition.
11. Assist City in acquiring required contract and bid documents for property demolitions, including asbestos and demolition management.
12. Monitor project compliance with FEMA regulations.
13. Monitor progress toward successful completion of project.
14. Provide necessary documentation as verification of expended federal funds.
15. Assist in complying with all financial and audit requirements.
16. Monitor and update the City on any necessary contract or project amendments.
17. Perform close-out and assist with audit.
18. Provide other technical assistance as may be required.

Recordkeeping

1. Assist in setting up bookkeeping system for grant funds.
2. Assist in setting up filing system for program information maintenance.
3. Regularly monitor records.
4. Prepare payment requests and assist in disbursing funds.

5. Meet with HSEMD/FEMA officials, as requested.
6. Assist in preparing monthly, quarterly, and annual reports.
7. Prepare final close-out reports.

The above scope is intended to be general, but some areas may have more detailed requirements implied, but not listed. The Planning Agency will assist the City with these requirements, unless special requests are made to the Executive Director of the Planning Agency, or governing body of the grantee. The City may request additional assistance from the Planning Agency that is not specifically designated.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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 Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

WISDOM

AT WORK



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 **HUB**

METROPOLITAN AREA PLANNING AGENCY
Basic Life and AD&D Analysis

Renewal Date: July 1, 2020

Carrier	PRINCIPAL	
Life & AD&D Amount	\$25,000	
Guarantee Issue Limit	\$25,000	
Benefit Reduction	to 65% at age 70 to 45% at age 70	
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	1 year	
	Current Rates	Renewal Rates
Benefit Volume	\$466,000	\$466,000
Basic Life Rate per \$1,000	\$0.217	\$0.217
AD&D Rate per \$1,000	\$0.02	\$0.02
Total Monthly Cost	\$110.44	\$110.44
Total Annual Cost*	\$1,325.30	\$1,325.30
Percent Change from Current		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, 2020

Carrier	PRINCIPAL	
Monthly Benefit	67%	
Maximum Monthly Benefit	\$6,000	
Minimum Monthly Benefit	\$100 or 10% of monthly earnings	
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	1 year	
	Current Rates	Renewal Rates
Insurable Monthly Payroll	\$77,733	\$77,733
Rate per \$100	\$0.38	\$0.38
Total Monthly Cost	\$295.39	\$295.39
Total Annual Cost*	\$3,544.62	\$3,544.62
Percent Change from Current		0.0%

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

METROPOLITAN AREA AGENCY PLANNING

Dental Analysis

Renewal Date: July 1, 2020

Carrier		PRINCIPAL	
		PPO	
Usual & Customary Percentile			
Deductible			
Single		\$50	
Family		\$150	
Waived for Preventive Services		Yes	
Coinsurance			
Preventive		100%	
Basic		80%	
Major		50%	
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		93%	
Eligible dependents		85%	
Participation Requirement		20% or 5 enrolled employees, whichever is greater	
Eligible employees		None	
Eligible dependents		None	
Rate Guarantee		1 year	
	# EES	Current Rates	Renewal Rates
Single	8	\$29.65	\$29.65
Employee & Spouse	2	\$60.30	\$60.30
Employee & Child(ren)	1	\$57.80	\$57.80
Family	5	\$94.63	\$94.63
Total Monthly Cost		\$888.75	\$888.75
Total Annual Cost*		\$10,665	\$10,665
Percent Change from Current			0.0%

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

METROPOLITAN AREA PLANNING AGENCY

Vision Analysis

Renewal Date: July 1, 2020

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 retail allowance; 20% 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		1 year	
	# EES	Current Rates	Renewal Rates
Single	8	\$7.01	\$7.01
Employee & Spouse	2	\$13.33	\$13.33
Family	2	\$20.62	\$20.62
Total Monthly Cost		\$123.98	\$123.98
Total Annual Cost*		\$1,487.76	\$1,487.76
Percent Change from Current		0.0%	

* 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...

MAPA General Liability Insurance Renewal Summary 2020 – 2021

	Expiring Premium	Renewal Premium		
Business Owner's Package	\$4,376.00	\$4,514.00	3.2% increase	in keeping track with inflation
Workers Compensation	2,826.00	2,857.00	1.1% increase	
Commercial Auto	5,151.00	6,243.00	21.2% increase	due to higher industry claims and losses, distracted drivers
Directors and Officers	<u>4,052.00</u>	<u>3966.00</u>	<u>(2.1)% decrease</u>	
TOTAL	\$ 16,405.00	\$17,580.00	7.2% overall increase	

8.01 Annual Leave

Each full time employee having Probationary, Regular or Acting Appointment status shall be entitled to annual leave with pay.

8.01.01 Accrual

Each full time employee that is employed on July 1 of each year, shall receive a lump sum of annual leave as indicated in the table below. New full time employees with initial probationary status shall receive a lump sum of six months of annual leave at the onset of employment at the rate of 1.0 day per month (48 hours or 6 working days). If initial probation is extended beyond six months, the employee will receive a second lump sum of six months of annual leave at the rate of 1.0 day per month (48 hours or 6 working days). This does not apply to employees having probationary status following a promotion after having regular status previously as they are to receive annual leave in like manner as full time employees not on probationary status.

After initial probation has been satisfied each employee shall receive a lump sum of annual leave proportionate to the number of months remaining in the fiscal year (until the following June 30).

Years of Service	Hours per Year
Less than 3 years	96 hours
3 or more, less than 5 years	120 hours
5 or more, but less than 10 years	144 hours
10+ years or more	160 hours

8.01.02 Accumulation

The maximum allowable accumulation of unused accrued annual leave for each employee shall not exceed 160 hours.

Carryover of annual leave exceeding the maximum allowable accumulation shall not be permitted. Leave in excess of the maximum allowable accumulation which is not used by June 30 of each calendar year shall be forfeited.

8.01.03 Use of Leave

Each employee shall make an advance request to use accrued annual leave. Before an employee may use accrued leave, such request shall be approved by the employee's Program Director. The Employee Leave Authorization shall be reviewed and approved by the Executive Director at the end of each pay period. Use of annual leave shall not be approved prior to accrual of such leave. Annual leave for exempt employees shall be taken in 4 hour increments. Annual leave for non-exempt employees shall be taken in 0.5 hour increments.

8.01.04 Termination Pay for Annual Leave

If employment is discontinued, accrued unused annual leave that has been earned through the last day of active employment will be paid at the employee's base rate of pay at termination.

8.01.05 Annual Leave for Part Time Employees

Each permanent part-time employee, not including temporary help or internships, shall receive a lump sum of annual leave proportionate to the number of hours regularly scheduled as compared to a 40-hour work week. This percentage is multiplied by the number of hours that would be earned by a full-time employee with the same years of service under 8.01.01 of this section, i.e., If a part-time employee is regularly scheduled to work 20 hours (50% of a week) and has seven years of service, the employee would receive a lump sum of 52 hours of annual leave on July 1 (144 hours x 50%).

New part time employees having initial Probationary status after commencing employment shall receive a lump sum of six months of annual leave in a number proportionate to the number of hours scheduled regularly as compared to a 40-hour work week. For instance, a part-time employee on Probationary status who is regularly scheduled to work 20 hours, or 50% of 40 hours, per week shall receive

24 hours (48 hours * 50%), beginning on the first day of employment. If initial probation is extended beyond six months, the employee will receive a second lump sum of six months of annual leave at the same rate. After initial probation has been satisfied each employee shall receive a lump sum of annual leave at the same rate proportionate to the number of months remaining in the fiscal year.

A part-time employee who commences employment after July 1 shall receive a lump sum of annual leave that is proportionate to the number of months remaining in the fiscal year (until the following June 30). A part-time employee cannot use annual leave in combination with actual time worked or other paid time off to exceed 32 hours per week. All other provisions of annual leave in this section apply to part-time employees.



Metropolitan Area Planning Agency Line Item Budget Amendment

	FY 2019 Year End	FY 2020 Original Budget	Adjustment	FY 2020 Amended Budget	Projections
Revenues					
Federal and State Revenue					
10-4100 Federal Revenue	\$2,213,146.42	\$3,175,027	(\$240,315)	\$2,934,712	\$2,934,712
10-4200 State Revenue	\$134,710.26	294,427	(\$41,732)	\$252,695	\$252,695
Total Federal and State Revenue	\$2,347,856.68	\$3,469,454	(\$282,047)	\$3,187,407	\$3,187,407
Local Government Revenue					
10-4300 Local Revenue	\$396,988.00	\$400,496		\$400,496	\$400,496
10-4305 TIP Fee	\$240,608.40	184,330	(\$175,330)	\$9,000	\$8,870
10-4350 Heartland 2050 Local Revenue	\$4,781.42	-		\$0	\$0
Total Local Government Revenue	\$642,378	\$584,826	(\$175,330)	\$409,496	\$409,366
Charges for Services					
10-4400 Contracts	\$143,476.91	\$186,750	(\$25,000)	\$161,750	\$161,750
10-4405 Aerial Photo Income	\$292,739.02	1,015,573	(\$207,792)	\$807,781	\$414,628
Total Charges for Services	\$436,215.93	\$1,202,323	(\$232,792)	\$969,531	\$576,378
Forums Revenue					
10-4500 Forums/Annual Dinner		\$0	\$840	\$840	\$1,005
10-4501 Council of Officials Quarterly Meeting	\$908.00	\$1,400	(\$364)	\$1,036	\$672
10-4502 Council of Officials Annual Meeting	\$7,815.00	6,000	(\$1,745)	\$4,255	\$4,255
10-4505 Heartland 2050 Summit	\$5,935.00	6,000	(\$6,000)	\$0	\$0
10-4506 Heartland 2050 Speaker Series	\$2,306.00	4,000	(\$4,000)	\$0	\$0
Total Forums Revenue	\$16,964.00	\$17,400	(\$11,269)	\$6,131	\$5,932
In-kind Revenue					
10-4510 In-Kind Revenue	\$300,862.16	\$371,410		\$371,410	\$371,410
Total In-kind Revenue	\$300,862.16	\$371,410		\$371,410	\$371,410.00
Investment Income					
10-4520 Investment Earnings	\$33,341.27	\$15,000	\$6,840	\$21,840	\$28,679
Total Investment Income	\$33,341.27	\$15,000	\$6,840	\$21,840	\$28,679
Miscellaneous Revenue					
10-4310 Match Contributions	\$97,500.00	\$123,000	(\$8,600)	\$114,400	\$114,400
10-4507 Site Visit Registration	\$40,640.48	40,000	(\$15,000)	\$25,000	\$24,400
10-4530 Misc. CashSales	\$120.00	-	\$75	\$75	\$67
10-4540 Miscellaneous	\$122,648.88	87,000	(\$2,500)	\$84,500	\$84,500
Total Miscellaneous Revenue	\$260,909.36	\$250,000	(\$26,025)	\$223,975	\$223,367
Total	\$4,038,527.22	\$5,910,413	(\$720,623)	\$5,189,790	\$4,802,539
Total Revenues	\$4,038,527.22	\$5,910,413	(\$720,623)	\$5,189,790	\$4,802,539
Expenses					
MAPA Activities					
MAPA Personnel Expenses					
Salaries					
10-5000 Salaries	\$1,099,485.71	\$1,309,750	\$31,039	\$1,340,789	\$1,363,576.81
10-5125 Accrued Salaries & Compensated Absences	\$194,037.82	248,850	\$19,000	\$267,850	\$265,487.37
Total Salaries	\$1,293,523.53	\$1,558,600	\$50,039	\$1,608,639	\$1,629,064.18
Payroll Taxes					
10-5100 FICA	\$94,512.33	\$119,230		\$119,230	\$124,623.41
10-5105 Unemployment Taxes	\$840.45	1,560		\$1,560	\$1,629.06
Total Payroll Taxes	\$95,352.78	\$120,790		\$120,790	\$126,252.47
Employee Benefits					
10-5110 Health Insurance	\$208,636.38	\$274,550	(\$40,000)	\$234,550	\$233,011.92
10-5112 Dental Insurance	\$0.00	\$0	\$8,500	\$8,500	\$7,485.18
10-5115 Life & Disability Insurance	\$5,884.57	6,000	\$2,000	\$8,000	\$6,760.47
10-5120 Retirement Contributions	\$60,026.09	85,720		\$85,720	\$89,598.53
Total Employee Benefits	\$274,547.04	\$366,270	(\$29,500)	\$336,770	\$336,856.10

		FY 2019 Year End	FY 2020 Original Budget	Adjustment	FY 2020 Amended Budget	Projections
Total MAPA Personnel Expenses		\$1,663,423.35	\$2,045,660	\$20,539	\$2,066,199.00	\$2,092,172.75
MAPA Non-personnel						
10-5200	Advertising	\$3,555.90	\$10,000	(\$5,000)	\$5,000	\$3,911.96
10-5210	Membership - Reference Materials	\$20,913.46	\$21,000	\$8,500	\$29,500	\$28,534.30
Data Processing					\$0	\$0.00
10-5310	Data Processing	\$40,747.57	\$28,000	\$17,000	\$45,000	\$43,806.73
10-5311	GIS Software	\$9,600.00	6,000	\$2,000	\$8,000	\$6,934.65
10-5312	Public Relations - Website Software/Fees	\$856.17	6,000	(\$2,500)	\$3,500	\$2,660.54
Total Data Processing		\$51,203.74	\$40,000	\$16,500.00	\$56,500	\$53,402
Forums Expense						
10-5600	Forums	\$3,851.45	\$2,740	\$3,000	\$5,740	\$4,462.46
10-5601	Council of Officials Quarterly Meeting	\$2,156.77	5,000	(\$3,000)	\$2,000	\$1,500.00
10-5602	Council of Officials Annual Meeting	\$10,095.36	15,000	(\$9,500)	\$5,500	\$5,251.00
10-5605	Heartland 2050 Summit	\$22,695.90	30,000	(\$30,000)	\$0	\$0.00
10-5606	Heartland 2050 Speaker Series	\$4,892.98	15,000	(\$12,000)	\$3,000	\$2,531.00
Total Forums Expense		\$43,692.46	\$67,740	(\$51,500.00)	\$16,240	\$13,744
10-5650	Miscellaneous Expenses	\$4,159.77	\$4,000	(\$1,500)	\$2,500	\$1,590.34
10-5730	Bank Charges	\$527.63	\$1,000		\$1,000	\$606.89
10-5800	Office Rent	\$69,600.00	\$71,688		\$71,688	\$71,688.00
Office Expense						
10-5220	Printing	\$21,359.76	\$24,300	(\$2,300)	\$22,000	\$20,724.59
10-5300	Business Insurance Expense	\$11,930.83	17,600	(\$2,600)	\$15,000	\$14,093.90
10-5500	Equipment Maintenance	\$2,018.20	5,000	(\$3,500)	\$1,500	\$466.80
10-5700	Postage	\$2,543.71	3,500		\$3,500	\$3,262.48
10-5710	Supplies	\$18,583.53	12,000		\$12,000	\$11,461.79
10-5720	Computer Equipment	\$0.00	8,000	\$5,000	\$13,000	\$11,742.27
10-5810	Telephone	\$1,187.66	1,500		\$1,500	\$1,379.43
Total Office Expense		\$57,623.69	\$71,900	(\$3,400.00)	\$68,500	\$63,131
Professional Fees						
10-5320	Professional Services	\$30,522.21	\$30,000	\$7,000	\$37,000	\$36,231.46
Travel and Conferences					\$0	\$0.00
10-5900	Travel & Conferences	\$44,179.74	\$33,567	\$6,500	\$40,067	\$39,000.00
10-5901	Staff Certifications	\$400.00	4,400	(\$1,400)	\$3,000	\$767.80
10-5902	Tuition Reimbursement	\$2,639.10	4,500	(\$1,500)	\$3,000	\$2,117.80
10-5907	H2050 Stie Visit Travel	\$61,162.62	87,500	(\$50,500)	\$37,000	\$27,727.00
Total Travel and Conferences		\$108,381.46	\$129,967	(\$46,900.00)	\$83,067	\$69,613
10-8000	Transfers	\$13,873.07	\$20,400		\$20,400	\$20,000.00
10-5950	Capital Outlays	\$6,421	\$50,000		\$50,000	\$50,174.00
Total MAPA Non-personnel		\$410,474	\$517,695	(\$76,300)	\$441,395	\$412,627
Total MAPA Activities		\$2,073,897.57	\$2,563,355	(\$55,761.00)	\$2,507,594	\$2,504,800
Contracts and Pass-through						
10-5400	Contracts	\$450,820.22	\$901,750	(\$279,000)	\$622,750	\$622,750.00
10-5410	Aerial Photo Expense	\$336,455.90	\$1,015,573	(\$207,792)	\$807,781	\$807,781.00
10-5420	Pass Through Contracts - Planning	\$287,862.15	\$372,000		\$372,000	\$372,000.00
10-5430	Pass Through Contracts - STP	\$312,368.67	\$638,022	(\$135,000)	\$503,022	\$503,022.00
10-5440	In-Kind Expense	\$300,862.16	\$436,410	(\$25,000)	\$411,410	\$411,410.00
Subtotal Contracts and Pass-Through		\$1,688,369.10	\$3,363,755	(\$646,792)	\$2,716,963	\$2,716,963
Total Expenses		\$3,762,266.67	\$5,927,110	(\$702,553.00)	\$5,224,557	\$5,221,763
NET SURPLUS/(DEFICIT)		\$276,260.55	(\$16,697)	(\$18,070.00)	(\$34,767)	(\$419,224)
NET (DEFICIT) Covered by						
	Capital Funds Transfer		\$35,000		(\$34,767)	
	TIP Fee Carryover		(\$18,303)			
Total Reserves			\$16,697		(\$34,767)	

MAPA FY - 2020 Amended Program Budget Table

		FHWA PL			FTA 5305d		RPA-18	CMAQ	FHWA - STBG		FTA	Aerial Photography	Total Transportation Funding	Hours
		NE FY20	IA FY20	IA FY18/19	NE FY20	IA FY20	IA SPR & 5311	NE	NE-STBG	IA-STBG	5310			
120	Direct Personnel												\$ 1,033,040	
	Direct Non-personnel												147,110	
	Indirect												389,819	
	Contracts - Passthrough												2,560,213	
	Total												\$ 4,130,182	
	MAPA Activities													
	200 UPWP and Federal Assurances	\$ 19,239	\$ 1,432	\$ -	\$ 4,105	\$ 643	\$ 1,531	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,950	416
	210 Board and Committee Support	128,717	9,230	-	23,489	4,520	3,090	-	-	-	-	-	169,046	2601
	220 Regional Transportation Planning	105,653	7,750	-	38,167	3,482	27,760	-	-	-	40,050	-	222,862	3429
	230 TIP and Local Projects	94,986	9,830	-	23,111	4,417	19,690	-	-	-	2,250	-	154,284	2374
	240 Communication and Public Involvement	162,495	12,406	-	38,815	5,573	380	-	-	-	-	-	219,669	3380
	250 Regional Data, Mapping & Forecasting	199,546	16,829	-	36,723	6,351	-	-	-	-	-	-	259,449	3992
	260 Environment and Energy	18,146	729	-	2,052	328	-	43,606	-	-	-	-	64,861	998
	270 Heartland 2050 - Transportation Eligible	156,787	12,793	-	46,063	5,748	980	-	-	-	5,750	-	228,121	3510
	280 Training and Education	74,726	6,670	-	12,029	3,270	4,690	-	-	-	-	-	101,385	1560
	290 Management	50,082	5,269	-	9,381	2,367	3,320	-	-	-	1,950	-	72,369	1113
	300 Membership Services	11,316	431	-	2,032	193	-	-	-	-	-	-	13,972	215
	27006 Heartland 2050 Site Visits				37,000								37,000	
	Subtotal MAPA Activities - Federal Share	\$ 1,021,694	\$ 83,369	\$ -	\$ 235,967	\$ 36,892	\$ 49,153	\$ 34,885	\$ -	\$ -	\$ 50,000	\$ -	\$ 1,511,960	\$ 23,588
	Subtotal MAPA Activities - State Share							\$ 5,168					\$ 5,168	
	Subtotal MAPA Activities - Local Share	-		-	37,000		12,288	3,553					\$ 52,841	
	Subtotal MAPA Activities	\$ 1,021,694	\$ 83,369	\$ -	\$ 272,967	\$ 36,892	\$ 61,441	\$ 43,606	\$ -	\$ -	\$ 50,000	\$ -	\$ 1,569,969	
	Contracts and Subrecipients													
	22001 LRTP Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000	
	22002 Bike Ped Plan	-	-	-	-	-	-	-	-	-	-	-	-	
	23000 Eppley Corridor Connector Study								-	-	-	-	-	
	23001 Sarpy PEL Study	75,000	-	-	-	-	-	-	-	-	-	-	75,000	
	25003 On-Call Modeling	35,000	-	-	-	-	-	-	-	-	-	-	35,000	
	25004 Traffic Data Services	-	-	-	-	-	-	-	-	-	-	-	-	
	26001 Little Steps Big Impact Education Campaign	-	-	-	-	-	-	281,000	-	-	-	-	281,000	
	26001 Little Steps Big Active Commuting Outreach	-	-	-	-	-	-	-	-	-	-	-	-	
	31001 5310 Subrecipients	-	-	-	-	-	-	-	-	-	556,790	-	556,790	
	31002 Heartland 2050 Mini Grants - FY20	-	-	-	-	-	-	-	-	-	-	-	-	
	31002 Heartland 2050 Mini Grants - FY19	-	-	-	112,500	-	-	-	-	100,000	-	-	212,500	
	31002 Heartland 2050 Mini Grants - FY18	-	-	100,000	-	-	-	-	-	-	-	-	100,000	
	31003 Planning Local Subrecipients	288,571	42,857	-	85,714	-	-	-	-	-	-	-	417,142	
	31004 Aerial Photography	184,665	15,485	-	11,278	9,223	-	-	-	-	-	587,130	807,781	
		-	-	-	-	-	-	-	-	-	-	-	-	
	Subtotal Contracts & Subrecipients - Federal Share	\$ 262,250	\$ 30,000	\$ 80,000	\$ 150,000	\$ -	\$ -	\$ 224,800	\$ 60,000	\$ 80,000	\$ 333,022		\$ 1,220,072	
	Subtotal Contracts & Subrecipients - State Share							\$ 28,100					\$ 28,100	
	Subtotal Contracts & Subrecipients- Local Share	\$ 320,986	\$ 28,342	\$ 20,000	\$ 59,492	\$ 9,223	\$ -	\$ 28,100	\$ 15,000	\$ 20,000	\$ 223,768	\$ 587,130	\$ 1,312,041	
10-4100 10-4200	Subtotal Contracts & Subrecipients	\$ 583,236	\$ 58,342	\$ 100,000	\$ 209,492	\$ 9,223	\$ -	\$ 281,000	\$ 75,000	\$ 100,000	\$ 556,790	\$ 587,130	\$ 2,560,213	
	Total Federal Share	\$ 1,283,944	\$ 113,369	\$ 80,000	\$ 385,967	\$ 36,892	\$ 49,153	\$ 259,685	\$ 60,000	\$ 80,000	\$ 383,022		\$ 2,732,032	
	Total State Share							\$ 33,268					\$ 33,268	
	Total Local Share	\$ 320,986	\$ 28,342	\$ 20,000	\$ 96,492	\$ 9,223	\$ 12,288	\$ 31,653	\$ 15,000	\$ 20,000	\$ 223,768	\$ 587,130	\$ 1,364,882	
	Total Activities	\$ 1,604,930	\$ 141,711	\$ 100,000	\$ 482,459	\$ 46,115	\$ 61,441	\$ 324,606	\$ 75,000	\$ 100,000	\$ 606,790	\$ 587,130	\$ 4,130,182	
	Match Funding													
	10-4200 State Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,268	\$ -	\$ -	\$ -	\$ -	\$ 33,268	
	10-4300 Local/Subrecipient Cash	-	-	-	-	-	12,288	-	-	-	-	-	12,288	
	10-4305 TIP Fees	7,000	-		-	-		-	-				7,000	
	10-4310 Match Contributions	42,750		20,000				31,653	-	20,000			114,403	
10-4400 10-4500 10-4540 10-4400 10-4510 10-4520	10-4400 Contracts	-	-	-	-	-	-	-	-	-	-	-	-	
	10-4500 Forums	-			25,000				6,100				31,100	
	10-4540 Heartland 2050 Foundation Cash	-	-	-	12,000	-	-	-	-	-	-	-	12,000	
	10-4400 Aerial Photography Match	184,665	15,485	-	11,278	9,223	-	-	-	-	-	587,130	807,781	
	10-4510 In-kind Match	86,571	12,857	-	48,214	-	-	-	-	-	223,768	-	371,410	
	10-4520 Investment Earnings								8,900				8,900	
	Cash reserves												-	
	Total Match	\$ 320,986	\$ 28,342	\$ 20,000	\$ 96,492	\$ 9,223	\$ 12,288	\$ 64,921	\$ 15,000	\$ 20,000	\$ 223,768	\$ 587,130	\$ 1,398,150	\$ -
	Match %	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	36.88%	100.00%	33.85%	

MAPA
FY21 Funds Budget

Account Number	FY21			FY20			Increase/ (Decrease) FY20- FY21	
	Gross Award	Less Pass Through/ Vendor Agreements	Net Award	Gross Award	Less Pass Through/ Vendor Agreements	Net Award		
Federal Grants								
Transportation								
FHWA - Nebraska PL	\$ 1,156,062	\$ 388,207	\$ 767,855	\$ 1,283,944	\$ 414,800	\$ 869,144	\$ (101,289)	
FHWA- CMAQ	167,761	167,761	-	300,000	244,000	56,000	(56,000)	
FHWA - IDOT, MPO PL	115,567	30,000	85,567	113,369	39,000	74,369	11,198	
FHWA - IDOT, MPO PL-C/O	80,000	80,000	-	80,000	80,000	-	-	
FHWA - STBG/TAP - Central 24th Street	100,000	100,000	-	260,000	260,000	-	-	
FHWA - STBG/TAP - On Call Communications (New BLK)	30,000	30,000	-				-	
FHWA - STBG/TAP - Hwy 75 Freight & Econ Dvmt Study	260,000	252,000	8,000	75,000	75,000		8,000	
FHWA - STBG/TAP - ORBT operations (FY21 Mini-grant)	146,307	146,307						
FHWA - STBG/TAP - NRD Trail Plan (FY21 Mini-grant)	120,000	120,000						
FHWA - PL - Southside Terrace Plan (FY21 Mini-grant)	96,000	96,000						
FHWA - STBG/TE-C/O	-	-	-	80,000	80,000	-	-	
FHWA - IDOT, RPA SPR	22,815	-	22,815	26,468	-	26,468	(3,653)	
FTA - 5310 Funding	288,930	188,930	100,000	383,022	333,022	50,000	50,000	
FTA - Nebraska 5303	410,930	60,000	350,930	385,967	150,000	235,967	114,963	
FTA - IDOT MPO 5305d	39,697	-	39,697	36,892	-	36,892	2,805	
FTA - IDOT RPA 5311	22,815	-	22,815	22,685	-	22,685	130	
Subtotal Transportation Federal Grants	\$ 3,056,884	\$ 1,659,205	\$ 1,397,679	\$ 3,047,347	\$ 1,675,822	\$ 1,371,525	\$ 26,154	
Community Development								
HUD Mills Co. Disaster Resilience	\$ 57,680	\$ -	\$ 57,680	\$ 57,680	\$ -	\$ 57,680	\$ -	
FEMA Mills Co. Hazard Mitigation Plan	-	-	-	-	-	-	-	
EDA - Admin	70,000	-	70,000	70,000	-	70,000	-	
EDA- Recovery Coordinator Grant	194,278	-	194,278				194,278	
EDA- Hwy 75 Freight & Economic Dvmt Study	140,000	140,000	-	-	-	-	-	
Subtotal Comm Dev Federal Grants	\$ 461,958	\$ 140,000	\$ 321,958	\$ 127,680	\$ -	\$ 127,680	\$ 194,278	
10-4100 Total Federal Grants	\$ 3,518,842	\$ 1,799,205	\$ 1,719,637	\$ 3,175,027	\$ 1,675,822	\$ 1,499,205	\$ 220,432	
State Funding								
Transportation								
Nebraska Environmental Trust	\$ 25,933	\$ 25,933		\$ 50,000	\$ 40,000	\$ 10,000	\$ (10,000)	
Community Development								
Nebraska DED	\$ 115,000	\$ 5,000	\$ 110,000	\$ 111,650	\$ 6,750	\$ 104,900	\$ 5,100	
NDOT - Hwy 75 Freight & Econ Dvmt Study	98,000	98,000	-	100,000	100,000	-	-	
Iowa COG Assistance	13,000	-	13,000	15,277	-	15,277	(2,277)	
Subtotal Comm Dev State Funding	\$ 226,000	\$ 103,000	\$ 123,000	\$ 226,927	\$ 106,750	\$ 120,177	\$ 2,823	
10-4200 Total State Funding	\$ 251,933	\$ 128,933	\$ 123,000	\$ 276,927	\$ 146,750	\$ 130,177	\$ (7,177)	
Local Funding								
Transportation								
RPA County Dues	\$ 5,590	\$ -	\$ 5,590	\$ -	\$ -	\$ -	\$ 5,590	
County Membership	\$ 398,228	\$ -	\$ 398,228	\$ 385,896	\$ -	\$ 385,896	\$ 12,332	
Administrative Fees on PL Contracts	14,600	-	14,600	14,600	-	14,600	-	

Account Number		FY21			FY20			Increase/ (Decrease) FY20- FY21
		Gross Award	Less Pass Through/ Vendor Agreements	Net Award	Gross Award	Less Pass Through/ Vendor Agreements	Net Award	
	Subtotal General Local Funding	\$ 412,828	\$ -	\$ 412,828	\$ 400,496	\$ -	\$ 400,496	\$ 12,332
10-4300	Total Local Reveue	\$ 418,418	\$ -	\$ 418,418	# \$ 400,496	\$ -	\$ 400,496	\$ 17,922
							-	
10-4305	TIP Fees	\$ 180,000	\$ -	\$ 180,000	\$ 184,330	\$ 35,200	\$ 149,130	\$ (4,330)
							35,200	
10-4310	Match Contributions							
	Little Steps Big Impact Partner Contributions	\$ 37,000	\$ 37,000	\$ -	\$ 25,000	\$ 21,000	\$ 4,000	\$ (4,000)
	Sarpy I-80 Interchange Study (PEL) - Local Share FY21	165,600	165,600	-	25,000	25,000	-	-
	Traffic Data Services	8,000	8,000	-	8,000	8,000	-	-
	EDA- Recovery Coordinator Grant	48,570	-	48,570			-	48,570.00
	IA Mini Grant	-	-	-	40,000	40,000	-	-
	NE FY20 Mini Grant	25,000	25,000	-	25,000	25,000	-	-
10-4310	Total Match Contributions	\$ 284,170	\$ 235,600	\$ 48,570	\$ 123,000	\$ 119,000	\$ 4,000	\$ 44,570
	Contracts							
	Transportation							
10-4405	Aerial Photography FY20 Flight	\$ 128,462	\$ 128,462	\$ -	\$ 1,015,573	\$ 1,015,573	\$ -	\$ -
	Greater Omaha Chamber - LRTP Technical Asst.	-	-	-	25,000	-	25,000	(25,000)
	Subtotal Transportation Contracts	\$ 128,462	\$ 128,462	\$ -	\$ 1,040,573	\$ 1,015,573	\$ 25,000	\$ (25,000)
	Community Development							
	Existing Community Development Contracts	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	\$ (10,000)
	Iowa COG - Workforce Development Inspections	6,000	-	6,000	-	-	-	6,000
	Valley Waterloo Housing Administration Income(NAHTF)	-	-	-	17,500	-	17,500	(17,500)
	Valley Waterloo Housing Administration Income	11,500	-	11,500	-	-	-	11,500
	HUD Mills Co. Disaster Resilience	30,000	-	30,000	-	-	-	30,000
	M&P Levee District Accreditation Study (EDA)	10,000	-	10,000	-	-	-	10,000
	Council Bluffs - Levee improvements (EDA)	25,000	-	25,000	-	-	-	25,000
	Mills County - RISE/EDA Bunge Ave improvements	17,500	-	17,500	-	-	-	17,500
	Projected Community Development Contracts	30,000	-	30,000	40,000	-	40,000	(10,000)
	CITIES Admin	7,500	-	7,500	5,250	-	5,250	2,250
	Pott County Housing Trust Fund Admin	21,500	-	21,500	21,500	-	21,500	-
	CDBG Admin: Pott Co. Downtown Revitalization	12,000	-	12,000	30,000	-	30,000	(18,000)
	CDGB Admin: Hancock Sewer	-	-	-	5,000	-	5,000	(5,000)
	Blair - Dana Suites Project (DED)	20,000	-	20,000	-	-	-	20,000
	Pacific Junction Buyouts	225,000	-	225,000	-	-	-	225,000
	Blair Workforce Housing Administration Fees	5,000	-	5,000	7,500	-	7,500	(2,500)
	Subtotal Comm Dev Contracts	\$ 421,000	\$ -	\$ 421,000	\$ 136,750	\$ -	\$ 136,750	\$ 284,250
	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	\$ 549,462	\$ 128,462	\$ 421,000	\$ 1,219,823	\$ 1,015,573	\$ 204,250	\$ 216,750
	Forums							
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	(40,000)

Account Number		FY21			FY20			Increase/ (Decrease) FY20- FY21
		Gross Award	Less Pass Through/ Vendor Agreements	Net Award	Gross Award	Less Pass Through/ Vendor Agreements	Net Award	
10-4502	Council of Officials Annual Meeting	\$ 5,000	\$ -	\$ 5,000	\$ 6,000	\$ -	\$ 6,000	\$ (1,000)
10-4501	Council of Officials Quarterly Meeting	1,400	-	1,400	1,400	-	1,400	-
	Total Forums	\$ 16,400	\$ -	\$ 16,400	\$ 57,400	\$ -	\$ 57,400	\$ (41,000)
	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	-	-	-	-	-	-	-
	5310 Grants	188,930	188,930	-	223,768	223,768	-	-
	NE FTA	25,714	25,714	-	48,214	48,214	-	-
	Subtotal Transportation In-kind	\$ 314,072	\$ 314,072	\$ -	\$ 371,410	\$ 371,410	\$ -	\$ -
10-4510	Total In-kind	\$ 314,072	\$ 314,072	\$ -	\$ 371,410	\$ 371,410	\$ -	\$ -
10-4520	Investment Earning	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ -
10-4540	Miscellaneous							
	Foundations - Heartland 2050	\$ 89,000	\$ -	\$ 89,000	\$ 87,000	\$ -	\$ 87,000	\$ 2,000
	Total Revenue	\$ 5,637,297	\$ 2,606,272	\$ 3,031,025	\$ 5,910,413	\$ 3,363,755	\$ 2,546,658	\$ 449,167
	Reserve Funding							
	Capital Funds Transfer		-	-	35,000	-	35,000	(35,000)
	Total Reserves	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ 35,000	\$ (35,000)
	Total Available Funding	\$ 5,637,297	\$ 2,606,272	\$ 3,031,025	\$ 5,945,413	\$ 3,363,755	\$ 2,581,658	\$ 414,167
	Summary by Department							
	Transportation	\$ 3,766,541	\$ 2,363,272	\$ 1,403,269	\$ 4,632,330	\$ 3,221,805	\$ 1,410,525	\$ (7,256)
	Community Development	1,157,528	243,000	914,528	# 491,357	106,750	384,607	\$ 529,921
	Heartland 2050	99,000	-	99,000	# 179,500	-	179,500	\$ (80,500)
	General	614,228	-	614,228	642,226	35,200	607,026	\$ 7,202
		\$ 5,637,297	\$ 2,606,272	\$ 3,031,025	\$ 5,945,413	\$ 3,363,755	\$ 2,581,658	\$ 449,367
							Change in Net Award	17%



Metropolitan Area Planning Agency Line Item Budget

Revenues

					FY 2020 Original Budget		FY 2021 Budget		Variance to PY	% Variance to PY
Federal and State Revenue										
10-4100	Federal Revenue				\$3,175,027	53.72%	\$3,518,842	62.42%	\$343,815	10.83%
10-4200	State Revenue				\$294,427	4.98%	251,933	4.47%	(42,494)	-14.43%
Total Federal and State Revenue					\$3,469,454	58.70%	\$3,770,775	66.89%	\$301,321	8.68%
Local Government Revenue										
10-4300	Local Revenue				\$400,496	6.78%	\$418,418	7.42%	\$17,922	4.47%
10-4305	TIP Fee				184,330	3.12%	180,000	3.19%	(4,330)	-2.35%
10-4350	Heartland 2050 Local Revenue				-	0.00%	-	0.00%	-	#DIV/0!
Total Local Government Revenue					\$584,826	9.89%	\$598,418	10.62%	\$13,592	2.32%
Charges for Services										
10-4400	Contracts				\$186,750	3.16%	\$315,401	5.59%	\$128,651	68.89%
10-4405	Aerial Photo Income				1,015,573	17.18%	234,061	4.15%	(781,512)	-76.95%
Total Charges for Services					\$1,202,323	20.34%	\$549,462	9.75%	(\$652,861)	-54.30%
Forums Revenue										
10-4500	Forums/Annual Dinner				\$0					
10-4501	Council of Officials Quarterly Meeting				\$1,400	0.02%	\$5,000	0.09%	\$3,600	257.14%
10-4502	Council of Officials Annual Meeting				6,000	0.10%	1,400	0.02%	(4,600)	-76.67%
10-4505	Heartland 2050 Summit				6,000	0.10%	6,000	0.11%	-	0.00%
10-4506	Heartland 2050 Speaker Series				4,000	0.07%	4,000	0.07%	-	0.00%
Total Forums Revenue					\$17,400	0.29%	\$16,400	0.29%	(\$1,000)	-5.75%
In-kind Revenue										
10-4510	In-Kind Revenue				\$371,410	6.28%	\$314,072	5.57%	(\$57,338)	-15.44%
Total In-kind Revenue					\$371,410	6.28%	\$314,072	5.57%	(\$57,338)	-15.44%
Investment Income										
10-4520	Investment Earnings				\$15,000	0.25%	\$15,000	0.27%	\$0	
Total Investment Income					\$15,000	0.25%	\$15,000	0.27%	\$0	
Miscellaneous Revenue										
10-4310	Match Contributions				\$123,000	2.08%	\$284,170	5.04%	\$161,170	131.03%
10-4507	Site Visit Registration				40,000	0.68%	-	0.00%	(40,000)	-100.00%
10-4530	Misc. Cash Sales				-					
10-4540	Miscellaneous				87,000	1.47%	89,000	1.58%	2,000	2.30%
Total Miscellaneous Revenue					\$250,000	4.23%	\$373,170	6.62%	\$123,170	49.27%
Total					\$5,910,413	100.00%	\$5,637,297	100.00%	(\$273,116)	-4.62%
Total Revenues					\$5,910,413	100.00%	\$5,637,297	100.00%	(\$273,116)	-4.62%

Expenses

MAPA Activities

MAPA Personnel Expenses

Salaries

10-5000	Salaries				\$1,309,750	22.10%	\$1,537,677	27.28%	\$227,927	17.40%
10-5125	Accrued Salaries & Compensated Absences				248,850	4.20%	260,400	4.62%	11,550	4.64%
Total Salaries					\$1,558,600	26.30%	\$1,798,077	31.90%	\$239,477	15.36%

Payroll Taxes

10-5100	FICA				\$119,230	2.01%	\$137,553	2.44%	\$18,323	15.37%
10-5105	Unemployment Taxes				1,560	0.03%	\$1,800	0.03%	240	15.38%
Total Payroll Taxes					\$120,790	2.04%	\$139,353	2.47%	\$18,563	15.37%

Employee Benefits

10-5110	Health Insurance				\$274,550	4.63%	\$363,000	6.44%	\$88,450	32.22%
10-5112	Dental Insurance				-	0.00%	21,500	0.38%	21,500	0.00%
10-5115	Life & Disability Insurance				6,000	0.10%	8,000	0.14%	2,000	33.33%

		FY 2020		FY 2021		Variance	% Variance
		Original Budget		Budget		to PY	to PY
10-5120	Retirement Contributions	85,720	1.45%	98,894	1.75%	13,174	15.37%
Total Employee Benefits		\$366,270	6.18%	\$491,394	8.72%	\$125,124	34.16%
Total MAPA Personnel Expenses		\$2,045,660	34.51%	\$2,428,824	43.08%	\$383,164	18.73%
MAPA Non-personnel							
10-5200	Advertising	\$10,000	0.17%	\$8,700	0.15%	(\$1,300)	-13.00%
10-5210	Membership - Reference Materials	\$21,000	0.35%	\$26,000	0.46%	\$5,000	23.81%
Data Processing							
10-5310	Data Processing	\$28,000	0.47%	\$42,000	0.75%	\$14,000	50.00%
10-5311	GIS Software	6,000	0.10%	8,000	0.14%	2,000	33.33%
10-5312	Public Relations - Website Software/Fees	6,000	0.10%	5,000	0.09%	(1,000)	-16.67%
Total Data Processing		\$40,000	0.67%	\$55,000	0.98%	\$15,000	37.50%
Forums Expense							
10-5600	Forums	\$2,740	0.05%	\$4,200	0.07%	\$1,460	53.28%
10-5601	Council of Officials Quarterly Meeting	5,000	0.08%	4,500	0.08%	(500)	-10.00%
10-5602	Council of Officials Annual Meeting	15,000	0.25%	11,500	0.20%	(3,500)	-23.33%
10-5605	Heartland 2050 Summit	30,000	0.51%	30,000	0.53%	-	0.00%
10-5606	Heartland 2050 Speaker Series	15,000	0.25%	14,000	0.25%	(1,000)	-6.67%
Total Forums Expense		\$67,740	1.14%	\$64,200	1.14%	(\$3,540)	-5.23%
10-5650	Miscellaneous Expenses	\$4,000	0.07%	\$4,000	0.07%	\$0	0.00%
10-5730	Bank Charges	\$1,000	0.02%	\$900	0.02%	(\$100)	-10.00%
10-5800	Office Rent	\$71,688	1.21%	\$72,405	1.28%	\$717	1.00%
Office Expense							
10-5220	Printing	\$24,300	0.41%	\$24,000	0.43%	(\$300)	-1.23%
10-5300	Business Insurance Expense	17,600	0.30%	17,000	0.30%	(600)	-3.41%
10-5500	Equipment Maintenance	5,000	0.08%	4,050	0.07%	(950)	-19.00%
10-5700	Postage	3,500	0.06%	3,500	0.06%	-	0.00%
10-5710	Supplies	12,000	0.20%	12,000	0.21%	-	0.00%
10-5720	Computer Equipment	8,000	0.13%	8,000	0.14%	-	0.00%
10-5810	Telephone	1,500	0.03%	10,000	0.18%	8,500	566.67%
Total Office Expense		\$71,900	1.21%	\$78,550	1.39%	\$6,650	9.25%
Professional Fees							
10-5320	Professional Services	\$30,000	0.51%	\$32,500	0.58%	\$2,500	8.33%
Travel and Conferences							
10-5900	Travel & Conferences	\$33,567	0.57%	\$45,000	0.80%	\$11,433	34.06%
10-5901	Staff Certifications	4,400	0.07%	3,700	0.07%	(700)	-15.91%
10-5902	Tuition Reimbursement	4,500	0.08%	4,250	0.08%	(250)	-5.56%
10-5907	H2050 Stie Visit Travel	87,500	1.48%		0.00%	(87,500)	-100.00%
Total Travel and Conferences		\$129,967	2.19%	\$52,950	0.94%	(\$77,017)	-59.26%
10-8000	Transfers	\$20,400	0.34%	\$20,000	0.35%	(\$400)	-1.96%
10-5950	Capital Outlays	\$50,000	0.84%	\$50,000	0.89%	\$0	0.00%
Total MAPA Non-personnel		\$517,695	8.73%	\$465,205	8.25%	(\$52,490)	-10.14%
Total MAPA Activities		\$2,563,355	43.25%	\$2,894,029	51.34%	\$330,674	12.90%
Contracts and Pass-through							
10-5400	Contracts	\$901,750	15.21%	\$929,420	16.49%	\$929,420	103.07%
10-5410	Aerial Photo Expense	\$1,015,573	17.13%	\$128,462	2.28%	(\$887,111)	-87.35%
10-5420	Pass Through Contracts - Planning	\$372,000	6.28%	\$392,000	6.95%	\$20,000	5.38%
10-5430	Pass Through Contracts - STP	\$638,022	10.76%	\$888,737	15.77%	\$250,715	39.30%
10-5440	In-Kind Expense	\$436,410	7.36%	\$404,649	7.18%	(\$31,761)	-7.28%
Subtotal Contracts and Pass-Through		\$3,363,755	56.75%	\$2,743,268	48.66%	(\$620,487)	-18.45%
Total Expenses		\$5,927,110	100.00%	\$5,637,297	100.00%	(\$289,813)	-4.89%
NET SURPLUS/(DEFICIT)		(\$16,697)		(\$0)			
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 Peronnel	926,610	\$ 611,390	\$ 186,040	\$ -	\$ 1,724,040
Direct Non-personnel	321,872	188,009	88,068	50,000	647,950
Indirect	280,578	185,129	56,333	-	522,039
Contracts - Passthrough	2,563,268	180,000	-	-	2,743,268
Total	\$ 4,092,328	\$ 1,164,528	\$ 330,441	\$ 50,000	\$ 5,637,297
MAPA Activities					
200 Work Program & Federal Assurances	\$ 13,981				\$ 13,981
210 Board and Committee Support	148,900				148,900
220 Regional Transportation Planning	296,445				296,445
230 Transportation Improvement Program & Local Projects	136,494				136,494
240 Communication and Public Involvement	245,528				245,528
250 Regional Data, Mapping, & Modeling	232,166				232,166
260 Environment and Energy	64,859				64,859
270 Heartland 2050- Transportation Eligible	238,797				238,797
280 Training and Education	51,522				51,522
290 Transportation Management	48,360			50,000	98,360
300 Membership Services	52,009				52,009
27001 Heartland 2050 Mini Grant Program					-
27002 Heartland 2050 Committee & Working Groups			98,015		98,015
27003 Heartland 2050 Technical Analysis & Data Support			-		-
27004 Heartland 2050 Public Outreach			700		700
27005 Heartland 2050 Summits & Speaker Series			106,000		106,000
27006 Heartland 2050 Site Visits			-		-
27007 Heartland 2050 Administration			111,726		111,726
27008 Smart Cities			-		-
27009 CB Mobility Task Force			14,000		14,000
71020 Community & Economic Development Management		59,463			59,463
71021 Jurisdictional Visits		20,856			20,856
71022 Local Planning Assistance		17,897			17,897
71023 Local Management Assistance		14,285			14,285
71024 Grant Writing Assistance		29,457			29,457
71025 Grant Management		689,016			689,016
71026 Technical and policy education activities		27,527			27,527
72001 Maintenance of CEDS					-
71027 Related association participation		12,368			12,368
71028 Certification & memberships		617			617
72021 Economic Development Assistance		29,528			29,528
72022 Housing Activities		76,483			76,483
72023 Revolving Loan Fund		7,030			7,030
Subtotal MAPA Activities - Federal Share	1,397,679	321,958	\$ -		\$ 1,719,637
Subtotal MAPA Activities - State Share	\$ -	\$ 123,000	\$ -		\$ 123,000
Subtotal MAPA Activities - Local Share	\$ 131,382	\$ 539,570	\$ 330,441	\$ 50,000	\$ 1,051,393
Subtotal MAPA Activities	\$ 1,529,061	\$ 984,528	\$ 330,441	\$ 50,000	\$ 2,894,030
Contracts and Subrecipients					
22001 LRTP Support				\$	-
22002 Bike Ped Plan				\$	-
22003 On Call Professional Srv.	37,500			\$	37,500
23000 Hwy 75 Freight & Economic Dvmt Study	315,000			\$	315,000
23001 Sarpy PEL Study	291,807			\$	291,807
25003 On-Call Modeling	35,000			\$	35,000
25004 Traffic Data Services	40,000			\$	40,000
26001 Little Steps Big Impact Education Campaign	137,613			\$	137,613
26001 Little Steps Big Active Commuting Outreach	105,000			\$	105,000
31001 5310 Subrecipients	377,860			\$	377,860
31002 Heartland 2050 Mini Grants - FY21	452,884			\$	452,884
31002 Heartland 2050 Mini Grants - FY20	125,000			\$	125,000
31002 Heartland 2050 Mini Grants - FY19	-			\$	-
31002 Heartland 2050 Mini Grants - FY18	100,000			\$	100,000
31003 Planning Local Subrecipients	417,142			\$	417,142
31004 Aerial Photography	128,462			\$	128,462
71020 Pass through to SENDD - Cass County Allocation		5,000		\$	5,000
72021 Hwy 75 Freight & Economic Dvmt Study		175,000		\$	175,000
Subtotal Contracts & Subrecipients - Federal Share	\$ 1,659,205	\$ 140,000		\$	1,799,205
Subtotal Contracts & Subrecipients - State Share	\$ 88,933	\$ 40,000		\$	128,933
Subtotal Contracts & Subrecipients- Local Share	\$ 815,129		\$ -	\$ -	\$ 815,129

MAPA FY - 2020 Program Budget Table

	Total Transportation Funding	Total Comm & Econ Development	Total Heartland 2050- Non Federal Transportation	Capital Projects	MAPA Total Budget
Subtotal Contracts & Subrecipients	\$ 2,563,267	\$ 180,000	\$ -	\$ -	\$ 2,743,267
Direct Peronnel	\$ 926,610	\$ 611,390	\$ 186,040	\$ -	\$ 1,724,040
Direct Non-personnel	321,872	188,009	88,068	50,000	647,950
Indirect	280,578	185,129	56,333	-	522,039
Contracts - Passthrough	2,563,268	180,000	-	-	2,743,268
Total	\$ 4,092,328	\$ 1,164,528	\$ 330,441	\$ 50,000	\$ 5,637,297
Total Federal Share	\$ 3,056,884	\$ 461,958	\$ -	\$ -	\$ 3,518,842
Total State Share	\$ 88,933	\$ 163,000	\$ -	\$ -	\$ 251,933
Total Local Share	\$ 946,511	\$ 539,570	\$ 330,441	\$ 50,000	\$ 1,866,522
Total Activities	\$ 4,092,328	\$ 1,164,528	\$ 330,441	\$ 50,000	\$ 5,637,297
Match Funding					
State Funding	\$ 88,933	\$ 163,000	\$ -	\$ -	\$ 251,933
Local/Subrecipient Cash	69,047	70,000	231,441	35,000	405,488
TIP Fees	172,930	-	-	-	172,930
Match Contributions	\$ 255,600	\$ 48,570	\$ -	\$ -	\$ 304,170
Contracts	\$ -	\$ 421,000	\$ -	\$ -	\$ 421,000
Forums	6,400		10,000	-	16,400
Heartland 2050 Foundation Cash	-		89,000	-	89,000
Aerial Photography Match	128,462		-	-	128,462
In-kind Match	\$ 314,072		\$ -	\$ -	\$ 314,072
Investment Earnings	\$ -		\$ -	\$ 15,000	\$ 15,000
Cash reserves	-		-		-
Total Match	\$ 1,035,444	\$ 702,570	\$ 330,441	\$ 50,000	\$ 2,118,455
Match %	25%	60%	100%	100%	38%

MAPA FY-2021 UPWP BUDGET SUMMARY

Expenses

Work Activity	Total Funds	MPO-only*
200 UPWP and Federal Assurances	\$13,981	\$13,181
210 Board and Committee Support	\$148,900	\$126,633
220 Regional Transportation Planning	\$296,445	\$257,474
230 TIP and Local Projects	\$136,494	\$117,534
240 Communication and Public Involvement	\$245,528	\$221,555
250 Regional Data, Mapping & Forecasting	\$232,166	\$197,630
260 Environment and Energy	\$64,859	\$56,104
270 Heartland 2050 (Transportation eligible)	\$238,797	\$49,605
280 Training and Education	\$51,522	\$35,319
290 Management	\$48,360	\$225,580
300 Membership Services	\$52,009	\$77,019
MAPA Activities Subtotal	\$1,529,060	\$1,377,634

* - Excludes Iowa RPA-18 expenses.

Contracts and Subrecipients	Total Funds
22003 On-Call Professional Services (Comms)	\$37,500
23000 Hwy 75/Eppley Corridor Study	\$315,000
23001 Sarpy Interchange PEL Study	\$291,807
25003 On-Call Modeling	\$35,000
25004 Traffic Data Services	\$40,000
26001 Little Steps AQ Education Campaign	\$137,613
26001 Little Steps AQ Active Commuting Outreach	\$105,000
31001 5310 Subrecipients	\$377,860
31002 Heartland 2050 Mini Grants – FY21	\$452,884
31002 Heartland 2050 Mini Grants – FY20	\$125,000
31002 Heartland 2050 Mini Grants – FY18	\$100,000
31003 Planning Local Subrecipients	\$417,142
31004 Aerial Photography (Match)	\$128,462
Contracts and Subrecipients Subtotal	\$2,563,268
MAPA Activities Subtotal	\$1,529,060
Contracts and Subrecipients Subtotal	\$2,563,268
Total Activities	\$4,092,328

Revenue Sources:

Total Federal Funds	\$ 3,056,884	
Total Matching Funds	\$ 1,035,444	(Local: \$946,511, State: \$88,933)
Total Funds	\$ 4,092,328	

**Omaha-Council Bluffs
Metropolitan Area Planning Agency**

FY 2021 Unified Planning Work Program

Draft: March 2020

Final: May 2020



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MAPA FY 2020 Unified Planning Work Program

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Appendix I - MAPA FY 2021 UPWP Budget Table

Appendix II – MAPA Council of Officials, Board of Directors, and Transportation Technical Advisory Committee Membership

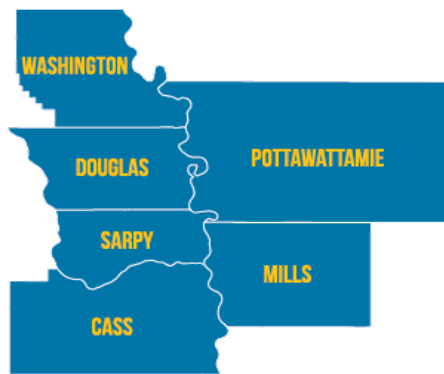
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MAPA is an EOE/DBE employer.

Introduction

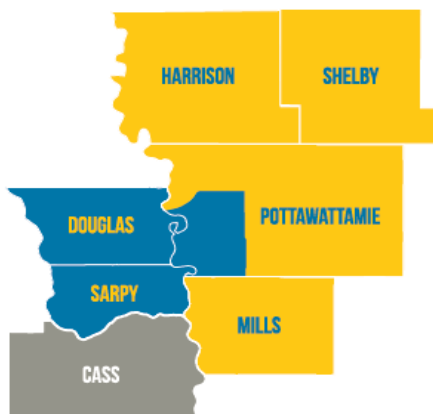
The Unified Planning Work Program (UPWP) documents the Metropolitan Area Planning Agency's (MAPA's) transportation related activities and projects for fiscal year (FY) 2021 which encompasses July 1, 2020 through June 30, 2021. MAPA serves as a voluntary association of local governments in the greater 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 75-member Council of Officials, representing each of the 75 governmental units which comprise MAPA within the five counties it serves. They include: Douglas, Sarpy, Cass 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

During FY2020 MAPA continued work on the 2050 update to its **Long Range Transportation Plan** in close coordination with state and local partners, including the Greater Omaha Chamber of Commerce (GOCC). In late 2019, the GOCC launched **ConnectGO**— an initiative designed to change the conversation about the role transportation plays in supporting the lives of people in the Omaha-Council Bluffs region. Closely coordinated with the LRTP development, this effort will result in an actionable strategy that includes implementation plans for policy, programs and specific transportation projects focused around system preservation, attracting and retaining talent, improving accessibility to jobs and services, and fostering economic growth in the region. The strategy, scheduled to be completed in late 2020, will be comprised of elements that can be immediately implemented during the development phase along with longer-term solutions. This partnership has brought new partners to the table from the private and philanthropic sectors, leveraging the strengths of both MAPA and the GOCC.

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laid out in MAP-21 and the FAST Act. MTIS also the state for MAPA's latest planning study, the Sarpy County I-80 Interchange Planning and Environmental Linkages Study to explore the potential for a new interchange in an area with significant forecasted future growth. As the MTIS has laid out the vision for freeway corridors in Douglas and Sarpy Counties, work on the **Council Bluffs Interstate System (CBIS)** project has continued. Portions of the dual-divided freeway open to traffic and the important changes to the interchange at West Broadway nearing the construction phase.

MAPA has recently increased its safety planning activities to support the regional target-setting process **MAPA's Safety Committee** is comprised of representatives from all levels of government, non-profit partners, and private industry to understand and prioritize safety issues in the region. These coordination efforts and others resulted in the creation of **MAPA's Traffic Safety Report**— an effort combine and contextualize crash data from our two state partners. The data utilized to create this report have been made available through a new dashboard, www.safety.mapacog.org, to provide the public with more routine access to crash-related data. MAPA's continued participation in NDOT's Highway Safety Committee has more closely linked the regional planning process with State Highway Safety Planning process. Notably, MAPA hosted a **Block Talk** in February of 2020 with local state and federal partners to explore a corridor on which pedestrian fatalities had spiked in recent years.

In FY2021 MAPA will continue to build its program of freight. The **ConnectGO Freight Working Group** met in December of 2019 to discuss local and state priorities related to freight projects and policies. By partnering with the Greater Omaha Chamber of Commerce, new private sector partners such as traditional freight carriers, Amazon, and freight-dependent industries were convened along with local policymakers to discuss the most pressing issues facing the Omaha-Council Bluffs region. These efforts have been closely coordinated with the on-going **Heartland Freight Technology Plan** development, a multi-state partnership between state DOTs and MPOs to align policies and priorities for the future of goods movement in Iowa, Nebraska, Missouri and Kansas.

Transit planning continues to play a central role in MAPA's activities. Recent legislation in Nebraska provides for the creation of a Regional Transit Authority— a key recommendation of MAPA and Metro Transit's Regional Transit Vision. The opportunity to create this new organizational structure for communities in the MAPA region has accelerated conversations about the implementation of **Metro Transit's Transit Development Plan (TDP)**— a project supported by MAPA's Heartland 2050 Mini-Grant Program. MAPA's Long Range Transportation Planning outreach and efforts led by GOCC's ConnectGO initiative had continued these conversations with key stakeholders and leaders throughout the region, focused on the connection between increased route frequency and high-capacity service in improving access to jobs and services and economic development. MAPA's recently completed **Transit Return on Investment (ROI)** study provides key insights into the interplay between development patterns and transportation investments, and the economic returns that can be realized through Transit Oriented Development (TOD) in the MAPA region. Furthermore, construction is underway on **Metro Transit's ORBT line**— the region's first Bus Rapid Transit (BRT) corridor that will be operational by the end of 2020.

Since the creation of the Heartland 2050 Regional Vision, MAPA has focused significant resources on better understanding and communicating the implications of local development patterns on the region's transportation infrastructure. A recent partnership with the Greater Omaha Chamber of Commerce's Regional Indicators project fostered a new, technical report that MAPA will be maintaining annually. Built on a local permit data, the **Regional Development Report** monitors growth in single family, multi-family and commercial development throughout the MAPA region. This data-driven foundation allows for MAPA's members to better understand how local decisions contribute or detract from long-range, regional goals about maintaining or improving the quality of life for residents. Additionally, the report provides key data points for MAPA's on-going Close the Gap initiative about the importance of compact, walkable neighborhoods to the fiscal health of member communities. Additionally, this focus underpins MAPA's interest in participation in other regionally-significant land use planning initiatives, including the **FIRST AVE redevelopment** work in Council Bluffs and **Omaha's Transit Oriented Development (TOD)** policy development.

The Regional Development Report is a recent example of MAPA's approach to remaining a leader in data resources for the region. This **Strategic Plan** priority recognizes our agency's unique role in the region, particularly in our support of county GIS departments through our annual Work Program. In FY2020 significant

progress was made on our regional open data portal, **GoHUB**, to bring the resources of these county GIS departments together for use by stakeholders and the public. This effort built on the collaboration to develop a **Natural Resources Inventory** to unify the environmental and community data resources available to the development community.

In FY2021 significant internal resources will be devoted to improving the procedures and policies related to the management of projects by MAPA staff. As the agency and our portfolio of projects have grown, it has become increasingly important to track time effectively and ensure all work is aligned with the Strategic Plan. In 2019 MAPA staff all participated in a day long project management training to lay the foundation for this work. More training and the development of internal tools to track projects will take place in FY2021 to ensure that MAPA staff are maximizing our impact to our member communities.

Significant progress has been made in improving the delivery of federal-aid projects in the MAPA region. The large balance of Regional STBG funding that had built up as projects languished has been spent down to our annual allocation over the last three years. Major projects (including Douglas County's 180th Street project) have been let in the last 12 months, marking significant milestones towards implementing long-term priorities in our **Transportation Improvement Program (TIP)**. 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.

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 sub-recipients that utilize FHWA PL funds for MAPA activities. These locally-funded planning activities contribute to the regional transportation planning process. Sub-recipients for the FY2021 Work Program are summarized in the table below.

Awardee	Federal Source	Federal Share	Total Project Cost
Douglas County GIS	PL-Nebraska	\$55,000	\$68,750
Sarpy County GIS & Planning	PL-Nebraska	\$57,000	\$71,250
City of Omaha Planning	PL-Nebraska	\$30,000	\$37,500
City of Omaha Public Works	PL-Nebraska	\$60,000	\$75,000
Pottawattamie County -GIS	PL-Iowa	\$30,000	\$37,500
Metro Transit	FTA-5305d	\$60,000	\$75,000

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 Systems Planning Bureau)** 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-2021 WORK PROGRAM ACTIVITIES

The following pages detail the work activities that MAPA and contract sub-recipients will undertake in FY 2021.

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
- Held leadership and staff workshops to develop Strategic Plan of five-year priorities
- Implementation of the Certification Review Action Plan
- Quarterly reporting & Invoicing to NDOT & IDOT
- Reviewed Annual DBE goal requirements

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 FY2022 UPWP and maintain the FY2021 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. Strategic Planning

Implement MAPA Strategic Plan with leadership team and Board of Directors. Facilitate annual staff workshop to refine strategic plan and align Work Program activities with strategic plan

4. Certification Review Action Plan

Implement the federal Certification Review Action Plan for MAPA's programs. Review progress and revise activities on an ongoing basis.

5. 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		Q1	Q2	Q3	Q4
1.	Planning Agreements	-	-	-	-
2.	Unified Planning Work Program (UPWP)	-	-	-	X
3.	Strategic Planning	-	X	-	-
4.	Certification Review Action Plan	-	-	-	-
5.	Civil Rights & Disadvantaged Business Enterprise (DBE)	-	-	-	-
<i>Ongoing Implementation – Major Deliverable X</i>					

200 Budget	Federal Cost	Total Cost	Hours
MAPA Activities	12,780	13,981	216

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		Q1	Q2	Q3	Q4
1.	Council of Officials	X	X	X	X
2.	Board of Directors	-	-	-	-
3.	Finance Committee	-	-	-	-
4.	Transportation Technical Advisory Committee (TTAC)	-	-	-	-
5.	Regional Planning Advisory Committee (RPAC)	-	-	-	-
Ongoing Implementation – Major Deliverable X					

210 Budget	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	136,106	148,900	2,291

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 ConnectGO 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 and stakeholder committees 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. 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. Facilitate ConnectGO Bike Strategy Working Group. Support local bike and pedestrian committees including the Mayor of Omaha's Active Living Advisory Committee, Bellevue Complete Streets and Council Bluffs FIRST AVE committee.

4. Freight Planning & Coordination

Continue facilitation of ConnectGO Freight Working Group with participation from Economic Development Corporations, freight representatives, and private transportation industries. 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. Support Heartland Freight Technology Plan in coordination with other Midwest DOTs and MPOs. Utilize the Freight Analysis Framework (FAF), Probe Data Analytics Suite, and other publicly available data to characterize freight bottlenecks. Purchase data to conduct planning studies, analyses, and modeling of freight and goods movement in the region. Analyze potential solutions to issues developed through the stakeholder outreach.

5. Land Use Planning & Coordination

Participate in local comprehensive planning and other land use planning activities to support the transportation planning process. Participate in Omaha Transit Oriented Development (TOD) policy development committees. Participate in redevelopment plan conversations including the Council Bluffs FIRST AVE committee and Ralston Hinge project development. Provide and present MAPA land use forecasts and regional development report to local jurisdictions in support of the transportation planning process.

6. Regional Safety Planning & Coordination

Facilitate semi-annual meetings of the MAPA Safety Committee in coordination with federal, state and local partners. Monitor and set annual safety performance targets in coordination with state and local partners. Participate in monthly Highway Safety Committee meetings with NDOT and FHWA-NE. Development of narrative elements for the Regional Traffic Safety report in support of safety performance management.

7. 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 2050 Long-Range Transportation Plan. Develop regional commute profiles utilizing available travel time datasets and census data sources. Continue participation in regional Transportation Systems Management (TSM) and Transportation Incident Management (TIM) meetings.

8. 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		Q1	Q2	Q3	Q4
1.	LRTP Development and Administration (2050 LRTP)	X	–	–	–
2.	Transit Planning Activities	–	–	–	–
3.	Bicycle & Pedestrian Planning Activities	–	–	–	X
4.	Freight Planning & Coordination	–	–	–	–
5.	Congestion Management Process (CMP)	X	–	–	–
6.	Regional Safety Planning & Coordination	X	–	X	–
7.	Land Use Planning & Coordination	–	–	X	–
8.	Other Long-Range Studies	–	–	–	–
22001	Transportation Support & Communications	–	X	–	–
22002	Regional Bicycle-Pedestrian Plan Update	–	–	X	–
<i>Ongoing Implementation – Major Deliverable X</i>					

<u>220 Budget</u>	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	270,974	296,445	4,561

Contracts and Sub-recipients

Federal Share (Total Cost)

Transportation Support & Communications (22003)

\$30,000 (\$37,500 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.

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.

Previous Work

- Processed TIP Amendments and Administrative Modifications
- Continued development of online TIP database and project management platform
- Completed development of FY2021 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 to implement recommendations of the Coordinated Transit Plan
- Administered Section 5310 Program of Projects through Transit Award Management System (TrAMS)
- Provided transportation technical assistance to member cities and counties

MAPA Work Activities

1. Development & Maintenance of Transportation Improvement Programs (TIPs)

Administer the FY2020TIP (through September 30th, 2020) and FY2021 TIP (beginning October 1st, 2020). Process Amendments and Administrative Modifications of the trip as necessary. Administration of regional program of Monitor and maintain fiscal constraint of the TIP and ensure consistency of the TIP with the LRTP. Administration of Sec. 5310 Program of Projects (POP) in Transit Award Management System (TrAMS) in cooperation with federal, state and local partners.

Develop the FY2022 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.

2. Regional 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. Support ConnectGO Funding & Policy Working Group. Coordination with State and Federal officials on transportation funding issues. Administration of TIP Administrative Fee for federal-aid projects.

4. Regional 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. Development of Regional Performance Report to be included with Final FY2021 TIP. 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, 2021. Coordination with Metro Transit on FTA-related performance measures, including Transit Asset Management plan requirements.

5. 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, grant administration, and development of letters of support for transportation funding requests through the USDOT, NDOT, Iowa DOT, and other funding opportunities. Attend locally-led planning-related meetings and activities supporting the regional transportation planning process.

230 End Products for MAPA Work Activities		Q1	Q2	Q3	Q4
1.	Maintenance of FY2019 & FY2020 TIPs	–	X	–	–
2.	Regional Project Selection Activities		X	–	X
3.	Transportation Funding Analysis	–	X	–	–
4.	Regional Performance Measurement & Reporting	X	–	X	–
5.	Local Project Support & Coordination	–	–	–	–
23000	Highway 75 Corridor Freight/Redevelopment Strategy	–	–	–	X
23001	Sarpy County I-80 Interchange PEL Study	–	–	–	X
<i>Ongoing Implementation – Major Deliverable X</i>					

<u>230 Budget</u>	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	124,766	136,494	2,100

230 Contracts & Subrecipient Work Activities

Federal Share (Total Cost)

Highway 75 Corridor Freight & Redevelopment Strategy (23000)

\$248,000 federal (\$410,000 total)*

This planning study will evaluate alternatives to the existing Highway 75 Corridor and associated economic development activities. These alternatives will include alternative highway designations, new corridor alignments and the potential for a new Missouri River bridge connection between I-680 and the Storz expressway. Total project cost includes anticipated EDA funding.

Sarpy County I-80 Interchange PEL Study (23001) (85% in FY21)

\$118,880 federal (\$291,807 total)

Planning and Environmental Linkages (PEL) study to determine the location of a new I-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. Federal share represents share of federal funding secured through FHWA programs.

Communications & Community Relations (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
- Implemented public and stakeholder involvement strategies across all projects
- Prepared 2019 annual PPP report
- Refined agency Communication Plan and implemented social media strategy
- Developed frequent e-mail newsletter for members
- Performed ADA assessments of venues for public involvement
- 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. 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. Agency Communications & Publications
Implement and refine MAPA Communications Plan. Develop, produce, and disseminate the MAPA Annual Report. Develop, produce, and disseminate at least six issues of the "What's Happening for Community Leaders" newsletter and e-mail newsletter. Develop and maintain online database of contacts at MAPA member jurisdictions.
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. External Relations & Public Forums
Conduct community relations with partners and participate 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		Q1	Q2	Q3	Q4
1.	PPP & Public Engagement Activities	–	–	–	–
2.	Equity & Engagement Committee	–	–	–	–
3.	Publications & Newsletters	X	X	X	X
4.	Online Activities (Websites & Social Media)	–	–	–	–
5.	Participation in Partner Forums	–	–	–	–
<i>Ongoing Implementation – Major Deliverable X</i>					

240 Budget	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	224,432	245,528	3,777

Regional Data, Mapping, & Forecasting (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 2019 NIROC project
- Completed 2018 traffic & safety reports
- Developed regional safety dataset to support traffic safety portal regional traffic safety report
- Refined socioeconomic data and scenarios for travel demand model
- Assisted with corrections to annual Census population estimates
- Developed regional permit database and regional development report maps and data products

MAPA Work Activities

1. Regional Data Development & Maintenance
Maintain and update an integrated geographic database 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. Collaborate with data partners toward the development of the GOHub Regional Data portal and Natural Resources Inventory (NRI).. 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 & Development Report

Tracking of progress towards Heartland 2050 land use vision. Continued development of regional permit dataset to track ongoing development activities and monitor growth in coordination with Greater Omaha Chamber of Commerce regional indicators project. 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. Revise forecasts for basic trip generating variables (such as population, households, income, automobile ownership, and employment) to be utilized in the land use scenario development 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.

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. Coordination with On-Call Modeling Consultant on task orders.

5. Drone Data Services

Utilize MAPA drone for photography and data collection activities. Staff time on drone services contracts with partner communities and members. Drone project planning, data processing and creation of deliverables such as photography, video and other data products.

250 End Products for MAPA Work Activities		Q1	Q2	Q3	Q4
1.	Regional Data & GIS	-	-	-	-
2.	Technical Reports & Forecasts	-	-	-	-
3.	Regional Growth Monitoring	-	-	X	-
4.	Travel Demand Modeling Activities	-	-	-	-
5.	Drone Data Services	-	-	-	-
25003	On-Call Modeling Assistance	-	x	-	-
<i>Ongoing Implementation – Major Deliverable X</i>					

<u>250 Budget</u>	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	212,218	232,166	3,572

250 Contracts & Subrecipient Work Activities

Federal Share (Total Cost)

On-Call Modeling Assistance (25003)

\$28,000 (\$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 2019 Little Steps - Big Impact ozone awareness and reduction campaign with travel demand management strategies and marketing alternatives fuel options
- Conducted school outreach program related to LSBI program and developed air quality curriculum for teachers at different grade levels
- Planned 2020 Little Steps - Big Impact ozone awareness and reduction campaign
- Implemented MetroRideshare program and set-up employer rideshare portals
- 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. Implementation of Clean Air Partnership strategy to coordinate air quality related messaging with major institutional partners, including universities, utilities and transportation agencies. 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 CMAQ electric vehicle (EV) charging stations project by working with local entities to identify locations for EV stations in coordination with the Omaha Parking Division. 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. Support for Metro Transit's fuel diversification initiative and alternative fuel grant applications.

3. Travel Demand Management & Other Activities

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. Support on-going inter-city bus planning efforts led by NDOT. Facilitate employer-based transportation surveys to support the development of employer-based programs.

260 End Products for MAPA Work Activities		Q1	Q2	Q3	Q4
1.	Little Steps, Big Impact Ozone Awareness Campaign	–	X	–	X
2.	Alternative Fuels Activities	–	–	–	–
3	Travel Demand Management & Other Activities	–	–	–	–
26001	LSBI – Education Campaign	–	X	–	–
26002	LSBI – Active Commuting Outreach	X	–	X	–
<i>Ongoing Implementation – Major Deliverable X</i>					

260 Budget	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	59,286	64,859	998

260 Contracts & Subrecipient Work Activities

Federal Share (Total Cost)

Little Steps, Big Impact Education Campaign (26001)

\$110,090 (\$137,613 total)

The 2020-2021 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. Work tasks focus also focus on aligning air quality-related messaging with institutional partners across the region through the Clean Air Partnership. Overall 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.

Little Steps, Big Impact Active Commuting Outreach (26002)

\$84,000 (\$105,000 total)

The 2020 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 Dallas to explore transportation and redevelopment policies
- Administered third 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
- Facilitated Council Bluffs Mobility Task Force
- Participated in Smart Cities Steering Committee and Working Groups

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. MAPA staff coordination with Mini-Grant recipients and participation in mini-grant project committees.
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. 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 the Metro Smart Cities project supported by the Peter Kiewit and Sherwood Foundations.
3. **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. One summit and two speaker series events are anticipated annually.
4. **Council Bluffs Mobility Task Force**
Administration and facilitation of Council Bluffs Mobility Task Force. Development of meeting materials, technical analysis, research and case studies in support of committee work. Close coordination with Greater Omaha Chamber of Commerce technical studies associated with the Task Force's priorities.
5. **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 2020 site visit will like take place in Indianapolis, with a delegation of MAPA staff and community leaders attending.
6. **Heartland 2050 Administration**
MAPA staff will provide administrative support and administration for the Heartland 2050 project.

270 End Products		Q1	Q2	Q3	Q4
1.	Heartland 2050 Mini-Grant Program	–	–	–	–
2.	Heartland 2050 Committee & Working Groups	–	–	–	–
3.	Heartland 2050 Summits and Speaker Series	X	–	X	X
4.	Council Bluffs Mobility Task Force	–	–	–	–
5.	Heartland 2050 Site Visit	–	X		
6.	Heartland 2050 Administration	–	–	–	–
<i>Ongoing Implementation – Major Deliverable X</i>					

<u>270 Budget</u>	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	218,279	238,797	3,674

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		Q1	Q2	Q3	Q4
1.	Technical & Policy Education Activities	–	–	–	–
2.	Related Association Participation	X	–	X	–
3.	Professional Certifications & Memberships	–	–	–	–
Ongoing Implementation – Major Deliverable X					

<u>280 Budget</u>	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	47,095	51,522	793

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. Development and maintenance of process documentation, project management platform, and staff coordination meetings.
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		Q1	Q2	Q3	Q4
1.	Program Administration	X	-	-	-
2.	Personnel Management	-	-	-	-
3.	Financial Management	-	-	-	-
4.	Contracts & Agreements	-	-	-	-
5.	Quarterly Reporting and Invoicing	X	X	X	X

<u>290 Budget</u>	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	44,205	48,360	744

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		Q1	Q2	Q3	Q4
1.	Member Data Requests	–	–	–	–
2.	Member Mapping Requests	–	–	–	–
<i>Ongoing Implementation – Major Deliverable X</i>					

300 Budget

	<u>Federal Cost</u>	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	47,540	52,009	800

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 (\$75,000 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 (\$75,000 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 (\$68,750 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 (\$37,500 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.

<u>Sarpy County Planning and GIS Activities (31003)</u>	Federal Share (Total Cost)
	\$57,000 (\$71,250 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.

<u>Pottawattamie County GIS Activities (31003)</u>	\$30,000 (\$37,500 total)
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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.

<u>5310 Subrecipients (31001)</u>	Federal Share (Total Cost)
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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:

<u>Black Hills Works</u>	\$68,900 (\$86,125 total)
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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.

<u>Florence Home for the Aged</u>	\$42,780 (\$85,560 total)
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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.

<u>Metro Transit</u>	\$75,000 (\$93,750 total)
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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)
<u>Council Bluffs Specialized Transportation Services (STS)</u>	\$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 – 1 st Ave Corridor Alternatives Analysis (STBG) (50%)	\$80,000(IA) (\$100,000 total)
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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 24 th Street Corridor Study (STBG) (100%)	\$100,000 (NE) (\$125,000 total)
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<u>Nebraska-Iowa Regional Orthophotography Consortium (NIROC) (310004)</u>	(\$128,463 total)
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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 \$724,216 for FY2020 flights.

MAPA FY-2021 UPWP BUDGET SUMMARY

Expenses

Work Activity	Total Funds	MPO-only*
200 UPWP and Federal Assurances	\$13,981	\$13,181
210 Board and Committee Support	\$148,900	\$126,633
220 Regional Transportation Planning	\$296,445	\$257,474
230 TIP and Local Projects	\$136,494	\$117,534
240 Communication and Public Involvement	\$245,528	\$221,555
250 Regional Data, Mapping & Forecasting	\$232,166	\$197,630
260 Environment and Energy	\$64,859	\$56,104
270 Heartland 2050 (Transportation eligible)	\$238,797	\$49,605
280 Training and Education	\$51,522	\$35,319
290 Management	\$48,360	\$225,580
300 Membership Services	\$52,009	\$77,019
MAPA Activities Subtotal	\$1,529,060	\$1,377,634

* - Excludes Iowa RPA-18 expenses.

Contracts and Subrecipients	Total Funds
22003 On-Call Professional Services (Comms)	\$37,500
23000 Hwy 75/Eppley Corridor Study	\$315,000
23001 Sarpy Interchange PEL Study	\$291,807
25003 On-Call Modeling	\$35,000
25004 Traffic Data Services	\$40,000
26001 Little Steps AQ Education Campaign	\$137,613
26001 Little Steps AQ Active Commuting Outreach	\$105,000
31001 5310 Subrecipients	\$377,860
31002 Heartland 2050 Mini Grants – FY21	\$452,884
31002 Heartland 2050 Mini Grants – FY20	\$125,000
31002 Heartland 2050 Mini Grants – FY18	\$100,000
31003 Planning Local Subrecipients	\$417,142
31004 Aerial Photography (Match)	\$128,462
Contracts and Subrecipients Subtotal	\$2,563,268
MAPA Activities Subtotal	\$1,529,060
Contracts and Subrecipients Subtotal	\$2,563,268
Total Activities	\$4,092,328

Revenue Sources:

Total Federal Funds	\$ 3,056,884	
Total Matching Funds	\$ 1,035,444	(Local: \$946,511, State: \$88,933)
Total Funds	\$ 4,092,328	

MAPA FY - 2021 Program Budget Table

	FHWA PL					FTA 5305d		RPA-18	CMAQ	FHWA - STBG	FTA	Aerial	Total	Hours
	NE FY21	NE FY20 C/O	NE FY18 C/O	IA FY21	IA FY18/19	NE FY21	IA FY21	IA SPR & 5311	NE	NE-STBG	5310	Photography	Transportation Funding	
Expense Category:														
Direct Personnel													926,610	
Direct Non-personnel													321,872	
Indirect													280,578	
Contracts - Passthrough													2,563,268	
Total													4,092,328	
MAPA Activities														
200 UPWP and Federal Assurances	6,611		1,068	856		4,249	397	800	-	-	-	-	13,981	216
210 Board and Committee Support	79,324		12,819	5,134		38,241	2,382	11,000	-	-	-	-	148,900	2,291
220 Regional Transportation Planning	72,714		11,750	4,278		89,230	1,985	19,278	-	-	97,210	-	296,445	4,561
230 TIP and Local Projects	59,493		9,614	5,134		38,241	2,382	11,630	-	10,000	-	-	136,494	2,100
240 Communication and Public Involvement	138,817		22,432	13,691		63,736	6,352	500	-	-	-	-	245,528	3,777
250 Regional Data, Mapping & Forecasting	125,597		20,296	11,979		63,736	5,558	5,000	-	-	-	-	232,166	3,572
260 Environment and Energy	13,221		2,136	856		4,249	397	-	44,000	-	-	-	64,859	998
270 Heartland 2050 - Transportation Eligible	112,376		18,159	10,268		89,230	4,764	4,000	-	-	-	-	238,797	3,674
280 Training and Education	26,441		4,273	3,423		12,747	1,588	3,050	-	-	-	-	51,522	793
290 Management	19,831		3,205	2,567		16,996	1,191	1,780	-	-	2,790	-	48,360	744
300 Membership Services	6,610		1,068	27,381		4,249	12,701	-	-	-	-	-	52,009	800
Subtotal MAPA Activities	661,035		106,820	85,567	-	424,904	39,697	57,038	88,000	10,000	100,000	-	1,529,060	
Federal Funds	661,035		106,820	85,567	-	350,930	39,697	45,630	-	8,000	100,000	-	1,397,679	23,526
Matching Funds	-	-	-	-	-	73,974	-	11,408	44,000	2,000	-	-	131,381	
20% match (informational)	165259	-	26,705	21,392	-	87,733	9,924	11,408	-	2,000	-	-	324,420	
Contracts and Subrecipients														
22003 On Call Professinall Services (Communications)										37,500			37,500	
23000 Hwy 75 / Eppley Freight & Economic Dvmt Study										315,000			315,000	
23001 Sarpy PEL Study	291,807			-	-	-	-	-	-	-	-	-	291,807	
25003 On-Call Modeling	28,039		6,961	-	-	-	-	-	-	-	-	-	35,000	
25004 Traffic Data Services			40,000	-	-	-	-	-	-	-	-	-	40,000	
26001 Little Steps Big Impact Education Campaign	-			-	-	-	-	-	137,613	-	-	-	137,613	
26001 Little Steps Big Active Commuting Outreach	-			-	-	-	-	-	105,000	-	-	-	105,000	
31001 5310 Subrecipients	-			-	-	-	-	-	-		377,860	-	377,860	
31002 Heartland 2050 Mini Grants - FY21		120,000								332,884			452,884	
31002 Heartland 2050 Mini Grants - FY20	-			-	-	-	-		-	125,000	-	-	125,000	
31002 Heartland 2050 Mini Grants - FY18	-				100,000	-	-	-	-	-	-	-	100,000	
31003 Planning Local Subrecipients	288,571			42,857	-	85,714	-	-	-	-	-	-	417,142	
31004 Aerial Photography in-kind match			21,845	16,035	-	3,045	9,924		-	-	-	77,613	128,462	
Subtotal Contracts & Subrecipients	608,417	120,000	68,806	58,892	100,000	88,759	9,924	-	242,613	810,384	377,860	77,613	2,563,268	
Federal Funds	354,526	96,000	33,681	30,000	80,000	60,000	-	-	167,761	648,307	188,930		1,659,205	
State Matching Funds									25,933	63,000			88,933	
Local Matching Funds	253,891	24,000	35,125	28,892	20,000	28,759	9,924	-	48,919	99,077	188,930	77,613	815,130	
20% Match Required (informational)	88,632	24,000	8,420	7,500	20,000	15,000	-	-	41,940	162,077	188,930		556,499	
Total MAPA & Contract Activities	1,269,452	120,000	175,626	144,459	100,000	513,663	49,621	57,038	286,613	820,384	477,860	77,613	4,092,328	
Federal Funds	1,015,561	96,000	140,501	115,567	80,000	410,930	39,697	45,630	167,761	656,307	288,930		3,056,884	
State Matching Funds									25,933	63,000			88,933	
Local Matching Funds	253,891	24,000	35,125	28,892	20,000	102,733	9,924	11,408	92,919	101,077	188,930	77,613	946,511	
20% Match Required (informational)	253,891	24,000	35,125	28,892	20,000	102,733	9,924	11,408	41,940	164,077	188,930	-	880,919	
Match Funding Sources														
State Funding	-			-	-	-	-	-	25,933	63,000	-	-	88,933	
Local/Subrecipient Cash	1,720			-	-	-	-	11,408	55,919			-	69,047	
TIP Fees (local)		24,000	13,280	-		67,574				68,077			172,930	
Match Contributions	165,600				20,000				37,000	33,000			255,600	
Forums				-		6,400							6,400	
Aerial Photography Match	-		21,845	16,035	-	3,045	9,924		-	-	-	77,613	128,462	
In-kind Match	86,571			12,857	-	25,714	-	-	-	-	188,930	-	314,072	
Total Match	253,891	24,000	35,125	28,892	20,000	102,733	9,924	11,408	118,852	164,077	188,930	77,613	1,035,444	-
Match %	20%	20%	20%	20%	20%	20%	20%	20%	41.5%	20%	39.5%	n/a	25%	

* - Aerial photography (\$77,613) listed to show additional in-kind match available if needed

MAPA FY - 2021 Program Budget Table

	FHWA PL					FTA 5305d		RPA-18	CMAQ	FHWA - STBG	FTA	Aerial	Total	Hours
	NE FY21	NE FY20 C/O	NE FY18 C/O	IA FY21	IA FY18/19	NE FY21	IA FY21	IA SPR & 5311	NE	NE-STBG	5310	Photography	Transportation Funding	
Expense Category:														
Direct Personnel													926,610	
Direct Non-personnel													321,872	
Indirect													280,578	
Contracts - Passthrough													2,563,268	
Total													4,092,328	
MAPA Activities														
200 UPWP and Federal Assurances	6,611		1,068	856		4,249	397	800	-	-	-	-	13,981	216
210 Board and Committee Support	79,324		12,819	5,134		38,241	2,382	11,000	-	-	-	-	148,900	2,291
220 Regional Transportation Planning	72,714		11,750	4,278		89,230	1,985	19,278	-	-	97,210	-	296,445	4,561
230 TIP and Local Projects	59,493		9,614	5,134		38,241	2,382	11,630	-	10,000	-	-	136,494	2,100
240 Communication and Public Involvement	138,817		22,432	13,691		63,736	6,352	500	-	-	-	-	245,528	3,777
250 Regional Data, Mapping & Forecasting	125,597		20,296	11,979		63,736	5,558	5,000	-	-	-	-	232,166	3,572
260 Environment and Energy	13,221		2,136	856		4,249	397	-	44,000	-	-	-	64,859	998
270 Heartland 2050 - Transportation Eligible	112,376		18,159	10,268		89,230	4,764	4,000	-	-	-	-	238,797	3,674
280 Training and Education	26,441		4,273	3,423		12,747	1,588	3,050	-	-	-	-	51,522	793
290 Management	19,831		3,205	2,567		16,996	1,191	1,780	-	-	2,790	-	48,360	744
300 Membership Services	6,610		1,068	27,381		4,249	12,701	-	-	-	-	-	52,009	800
Subtotal MAPA Activities	661,035		106,820	85,567	-	424,904	39,697	57,038	88,000	10,000	100,000	-	1,529,060	
Federal Funds	661,035		106,820	85,567	-	350,930	39,697	45,630	-	8,000	100,000	-	1,397,679	23,526
Matching Funds	-	-	-	-	-	73,974	-	11,408	44,000	2,000	-	-	131,381	
20% match (informational)	165259	-	26,705	21,392	-	87,733	9,924	11,408	-	2,000	-	-	324,420	
Contracts and Subrecipients														
22003 On Call Professinall Services (Communications)										37,500			37,500	
23000 Hwy 75 / Eppley Freight & Economic Dvmt Study										315,000			315,000	
23001 Sarpy PEL Study	291,807			-	-	-	-	-	-	-	-	-	291,807	
25003 On-Call Modeling	28,039		6,961	-	-	-	-	-	-	-	-	-	35,000	
25004 Traffic Data Services			40,000	-	-	-	-	-	-	-	-	-	40,000	
26001 Little Steps Big Impact Education Campaign	-			-	-	-	-	-	137,613	-	-	-	137,613	
26001 Little Steps Big Active Commuting Outreach	-			-	-	-	-	-	105,000	-	-	-	105,000	
31001 5310 Subrecipients	-			-	-	-	-	-	-		377,860	-	377,860	
31002 Heartland 2050 Mini Grants - FY21		120,000								332,884			452,884	
31002 Heartland 2050 Mini Grants - FY20	-			-	-	-	-		-	125,000	-	-	125,000	
31002 Heartland 2050 Mini Grants - FY18	-				100,000	-	-	-	-	-	-	-	100,000	
31003 Planning Local Subrecipients	288,571			42,857	-	85,714	-	-	-	-	-	-	417,142	
31004 Aerial Photography in-kind match			21,845	16,035	-	3,045	9,924		-	-	-	77,613	128,462	
Subtotal Contracts & Subrecipients	608,417	120,000	68,806	58,892	100,000	88,759	9,924	-	242,613	810,384	377,860	77,613	2,563,268	
Federal Funds	354,526	96,000	33,681	30,000	80,000	60,000	-	-	167,761	648,307	188,930		1,659,205	
State Matching Funds									25,933	63,000			88,933	
Local Matching Funds	253,891	24,000	35,125	28,892	20,000	28,759	9,924	-	48,919	99,077	188,930	77,613	815,130	
20% Match Required (informational)	88,632	24,000	8,420	7,500	20,000	15,000	-	-	41,940	162,077	188,930		556,499	
Total MAPA & Contract Activities	1,269,452	120,000	175,626	144,459	100,000	513,663	49,621	57,038	286,613	820,384	477,860	77,613	4,092,328	
Federal Funds	1,015,561	96,000	140,501	115,567	80,000	410,930	39,697	45,630	167,761	656,307	288,930		3,056,884	
State Matching Funds									25,933	63,000			88,933	
Local Matching Funds	253,891	24,000	35,125	28,892	20,000	102,733	9,924	11,408	92,919	101,077	188,930	77,613	946,511	
20% Match Required (informational)	253,891	24,000	35,125	28,892	20,000	102,733	9,924	11,408	41,940	164,077	188,930	-	880,919	
Match Funding Sources														
State Funding	-			-	-	-	-	-	25,933	63,000	-	-	88,933	
Local/Subrecipient Cash	1,720			-	-	-	-	11,408	55,919			-	69,047	
TIP Fees (local)		24,000	13,280	-		67,574				68,077			172,930	
Match Contributions	165,600				20,000				37,000	33,000			255,600	
Forums				-		6,400							6,400	
Aerial Photography Match	-		21,845	16,035	-	3,045	9,924		-	-	-	77,613	128,462	
In-kind Match	86,571			12,857	-	25,714	-	-	-	-	188,930	-	314,072	
Total Match	253,891	24,000	35,125	28,892	20,000	102,733	9,924	11,408	118,852	164,077	188,930	77,613	1,035,444	-
Match %	20%	20%	20%	20%	20%	20%	20%	20%	41.5%	20%	39.5%	n/a	25%	

* - Aerial photography (\$77,613) listed to show additional in-kind match available if needed

FY-2021 COMMUNITY & ECONOMIC DEVELOPMENT WORK PROGRAM ACTIVITIES

The following pages detail the work activities that MAPA and contract subrecipients will undertake in FY 2021 (July 1, 2020 through June 30, 2021). These activities are divided into Community Development Assistance (710), Economic Development Assistance (720) and Disaster Recovery Assistance (730)

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 strategic plans, land use plans and related ordinances
- Providing management assistance to local governments and other organizations
- Preparation of applications for financial assistance
- Assisting jurisdictions with management of financial assistance awarded
- Enhancing professional competence through education activities and related agency participation

Work Activities

21. Jurisdictional Visits - Meet officials and other community representatives of each community within the MAPA region. Document the needs and objectives of communities. Provide technical assistance on methods to address needs and develop implementation strategies 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 policies.
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, procurement, labor standards compliance, financial and project management, reporting, monitoring, etc.
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

Iowa COG H-2A Workforce Development Housing Inspections
Mills County Watershed Project CDBG-NDR
Pottawattamie County CITIES Program
Pottawattamie County (Carson and Macedonia) CDBG DTR
Council Bluffs MHA environmental review

Anticipated Projects

Carter Lake CDBG sanitary sewer
Glenwood CDBG Downtown Revitalization (DTR)
CDBG infrastructure or DTR - TBD
Community strategic plans - (2)
Malvern Boehner Pond grant writing assistance

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

- Preparation and maintenance CEDS
- Planning for distressed areas
- Assisting local jurisdictions with economic development activities
- Revolving loan fund partnership
- Administration of revolving loan funds
- Promoting and planning for affordable housing

Work Activities

21. Economic Development Assistance - Prepare and maintain Comprehensive Economic Development Strategy (CEDS) for the MAPA region including reporting and compliance management. Assist in economic development planning with emphasis on economically distressed and low and moderate income areas. Assist local jurisdictions with economic development studies and strategies, economic development financing and projects, and management of revolving loan funds. May apply for RLF capitalization and program expansion in partnership with non-profit organization.
22. Housing Activities - Provide local jurisdictions assistance with housing needs assessments and studies. Secure financial assistance for housing rehabilitation, acquisition rehabilitation, and new housing construction with emphasis placed on affordable and workforce housing.

Ongoing Projects

Blair RWHF
Blair Dana Suites Project
Valley and Waterloo housing rehabilitation
CEDS/LRTP update
Pottawattamie County Housing Trust Fund
Revolving loan fund capitalization

Anticipated Projects

Plattsmouth CDBG-RLF infrastructure
MAPA Foundation down payment assistance
Plattsmouth CDBG economic development application

Disaster Recovery Assistance (730)

Objective - To provide technical assistance to jurisdictions with disaster recovery needs.

Previous Work

- Preparation of hazard mitigation plans
- Preparation of applications for disaster recovery assistance
- Assisting jurisdictions with management of disaster recovery awards

Work Activities

21. Hazard Mitigation Planning - Assist local jurisdictions prepare hazard mitigation plans and amendments. Participate with local and state disaster recovery planning efforts.

22. Disaster Recovery - Provide local jurisdictions with assistance in preparing needs assessments, plans and strategies, financial assistance applications, and grant management necessary to implement activities necessary for disaster recovery.

Ongoing Projects

EDA disaster recovery coordinator positions

Pacific Junction FMF and HMGP property buyouts

Council Bluffs EDA disaster recovery Missouri River levee project

Mills and Pottawattamie Levee District EDA and FMF disaster recovery levee certification study

Anticipated Projects

Blair EDA disaster recovery water system improvements

Mills County EDA and RISE disaster recovery Bunge Avenue roadway improvements

CDBG disaster recovery infrastructure applications - (2)

CDBG disaster recovery housing applications - (5)

Mills County hazard mitigation plan amendment

Pottawattamie (including Oakland) CDBG and HMGP property buyouts