



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

BOARD OF DIRECTORS MEETING  
Thursday, February 23, 2023  
1:30 p.m.

#### AGENDA

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

- A. ROLL CALL / INTRODUCTIONS
- B. APPROVAL OF THE AGENDA (ACTION)
- C. BOARD MINUTES of the January 26, 2023 meeting. (ACTION)
- D. AGENCY REPORTS & PRESENTATIONS – (INFORMATION)
  - 1. AGENCY REPORTS
    - a. Executive Director's Report
  - 2. PRESENTATION - BerryDunn, MAPA ERP Consultant - Project Update
- E. PUBLIC COMMENTS – See Footnote
- F. CONSENT AGENDA – (ACTION)

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

  - 1. FINANCE COMMITTEE MINUTES of the February 15, 2023 meeting.
  - 2. FINAL CONTRACT PAYMENT – Hamilton Associates-Charge to Coordinate with Eide Bailly – \$1,112.80
- G. OLD BUSINESS –
  - 1. RESOLUTION 2023 – 14: TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT #5 – (ACTION)

The Board will consider for approval of Resolution 2022 – 14: TIP Amendment #5, which includes changes to Metro Transit's Program of Projects for Section 5307 and Section 5339 funding.
- H. NEW BUSINESS –
  - 1. TRAVEL – (ACTION)

The Board will consider for approval the travel listed below.

    - a. APA National Planning Conference - Travis Halm - Philadelphia, PA - March 31 - April 4, 2023 – \$3,157.70
    - b. 2023 Economic Development Conference - Grant Anderson - Denver, CO - April 10 - 12, 2023 – \$1,323.60
  - 2. NEW CONTRACTS – (ACTION)

The Board will consider for approval the contracts listed below.

    - a. FY 2023 Florence Home 5310 Subrecipient Agreement – \$276,060.00
    - b. La Vista Bike-Ped Master Plan Program Agreement – \$120,000.00

3. REGIONAL PERFORMANCE MEASURES – (ACTION)

The Board will consider for approval Resolution No. 2023 – 15: Regional Performance Measures

- a. 2023 Safety Performance Targets
- b. 2022 – 2026 Truck and Travel Time Reliability Targets
- c. Nebraska and Iowa State targets for Pavement and Bridge Condition

4. INVESTMENT POLICY STATEMENT – (ACTION)

The Board will consider for approval adopting the Investment Policy Statement for MAPA's Pension and Deferred Comp retirement accounts.

5. EXECUTIVE SESSION: EXECUTIVE DIRECTOR'S PERFORMANCE REVIEW – (ACTION)

The Board will consider entering into Executive Session to discuss the review committee's recent performance appraisal for the Executive Director.

6. EXECUTIVE DIRECTOR'S COMPENSATION – (ACTION)

The Executive Director Review Committee recommends a 3.5% merit increase for the Executive Director effective February 19, 2023. The Executive Director should also be included in any cost-of-living increase passed by the Board with the FY 2024 budget.

7. ANNUAL MEMBER SURVEY – (INFORMATION)

The Executive Director will present to the Board a summary of the Annual Member Survey.

I. DISCUSSION –

J. ADDITIONAL BUSINESS –

K. ADJOURNMENT –

**Future Meetings/Events:**

Council of Officials Meeting – March 8, 2023 | 11:00 a.m. - 1:00 p.m. @ Papillion Landing Community Recreation Center

Finance Committee Meeting – March 15, 2023 | 8:30 a.m. @ MAPA Offices

Board of Directors Meeting – March 23, 2023 | 1:30 p.m. @ MAPA Offices

Bi-State Brownfields Workshop – March 30, 2023 | 9:30 a.m. - 4:30 p.m. @ Nebraska Urban Indian Health Coalition

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

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

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

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

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

January 26, 2023

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chair Kindig called the meeting to order at 1:31 p.m.

**A. ROLL CALL/INTRODUCTIONS**

Members/Officers Present

Scott Belt	Pottawattamie County Board of Supervisors
Pete Festersen	Omaha City Council
Rusty Hike	Mayor, City of Bellevue
Douglas Kindig – Chair	NE Small Communities/Counties Representative (Mayor, City of La Vista)
David Klug	Sarpy County Commissioners
Jacquelyn Morrison (rep. Jean Stothert) @1:42 pm	Deputy Chief of Staff, City of Omaha
Chris Rodgers	Douglas County Commissioner
Carol Vinton – Vice Chair @1:39 pm	IA Small Communities/Counties Representative (Mills County Board of Supervisors)
Matt Walsh	Mayor, City of Council Bluffs

Members/Officers Absent

Patrick Bloomingdale – Secretary/Treasurer	Chief Administrative Officer, Douglas County
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Guest

Todd Pfitzer	Douglas County
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MAPA Staff

Grant Anderson	Court Barber	Jim Boerner	Christina Brownell	Lindsey Button
Sue Cutsforth	Matt Eash	Brad Grefe	Michael Helgersen	Carlos Morales
Ryan Ossell	Elizabeth Zeller			

**B. APPROVAL OF THE AGENDA of the January 26, 2023 meeting agenda – (Action)**

MOTION by Rodgers, SECOND by Walsh to approve the agenda of the January 26, 2023 meeting of the Board of Directors.

AYES: Belt, Festersen, Hike, Kindig, Klug, Rodgers, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

**C. APPROVAL OF THE BOARD OF DIRECTORS MINUTES of the December 8, 2022 meeting – (Action)**

MOTION by Hike, SECOND by Rodgers to approve the minutes of the December 8, 2022 meeting of the Board of Directors.

AYES: Belt, Festersen, Hike, Kindig, Rodgers, Walsh

NAYS: None.

ABSTAIN: Klug

MOTION CARRIED.

**D. AGENCY REPORTS & PRESENTATIONS – (Information)**

**1. AGENCY REPORTS**

**a. Executive Director's Report - Mike Helgersen, Executive Director**

Mr. Helgersen provided an update to the Board on MAPA projects, activities and events including: Federal Omnibus Bill update, 2020 Census Urban Boundary, Council Bluffs 5-2-1-0 Project, Legislative Bill of Interest, MAPA Project Selection process and proposed committee structure, and MAPA staffing update.

**b. Staff Update – Grant Anderson, Community & Economic Development**

Mr. Anderson provided an update to the board on projects and activities in the Community & Economic Development department.

E. PUBLIC COMMENTS – NONE

F. CONSENT AGENDA – (Action)

1. FINANCE COMMITTEE MINUTES of the January 18, 2023 meeting.
2. FINAL CONTRACT PAYMENTS
  - a. Council Bluffs ARPA 5310 – PMT #1 – \$36,672.00
  - b. Pictometry – PMT #8 – \$409,111.28

MOTION by Rodgers, SECOND by Belt, to approve all items on the Consent Agenda.

AYES: Belt, Festersen, Hike, Kindig, Klug, Morrison, Rodgers, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

G. OLD BUSINESS

1. RESOLUTION 2023-11: FY 2023 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT # 4 – (ACTION)  
Mr. Barber presented to the board for approval Resolution 2023: 11: TIP Amendment # 4; changes include updates to projects sponsored by Nebraska DOT.

MOTION by Klug, SECOND by Hike to approve Resolution 2023 – 11: FY 2023 TIP Amendment #4.

AYES: Belt, Festersen, Hike, Kindig, Klug, Morrison, Rodgers, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

H. NEW BUSINESS

1. NEW CONTRACTS / TASK ORDERS – (ACTION)  
Mr. Helgerson presented to the Board for approval of the new contracts and task orders listed below.
  - a. FY 2023 Black Hills Works 5310 Subrecipient Agreement – \$225,136.00
  - b. FY 2023 City of Papillion ARPA 5310 Subrecipient Agreement – \$36,672.00
  - c. Resolution 2023 – 12: Verdis Group – On Call TDM Support Services (UK2301) – \$139,826.00

MOTION by Hike, SECOND by Vinton, to approve the new contracts and task order listed above.

AYES: Belt, Festersen, Hike, Kindig, Klug, Morrison, Rodgers, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FY 2024 BUDGET – (ACTION)  
Mr. Helgerson & Mr. Eash presented to the board approval the FY2024 Budget Schedule and County Dues Request.

- a. FY 2024 Budget Schedule
- b. FY 2024 County Dues Request

MOTION by Vinton, SECOND by Belt to approve the FY2024 Budget Schedule and County Dues Request.

AYES: Belt, Festersen, Hike, Klug, Kindig, Morrison, Rodgers, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. TRAVEL – (ACTION)

Mr. Helgerson presented to the board approval of travel for Ryan Ossell to the 2023 APA National Planning Conference.

- a. APA National Planning Conference – Ryan Ossell – Philadelphia, PA – March 31 - April 4, 2023 – \$2,982.90

MOTION by Belt SECOND by Vinton to approve the travel for Ryan Ossell to the 2023 APA National Planning Conference.

AYES: Belt, Festersen, Hike, Kindig, Klug, Morrison, Rodgers, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

4. RESOLUTION 2023-13: CRITICAL URBAN FREIGHT CORRIDOR DESIGNATION – (ACTION)

Mr. Boerner presented to the board approval of the Resolution 2023-13: Critical Urban & Rural Freight Corridor Designation.

MOTION by Rodgers, SECOND by Klug to approve the Resolution 2023 - 13: Critical Urban Freight Corridor Designation.

AYES: Belt, Festersen, Hike, Kindig, Klug, Morrison, Rodgers, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

I. DISCUSSION – None.

J. ADDITIONAL BUSINESS – None.

K. ADJOURNMENT – Chairperson Kindig adjourned the meeting at 2:36 p.m.



2222 Cuming St. - Omaha, NE 68102 - (402) 444-6866

## **FINANCE COMMITTEE MEETING**

**February 15, 2023 – 8:30 a.m.**

### **AGENDA**

This meeting of the Metropolitan Area Planning Agency Finance Committee will be conducted in compliance with the Nebraska Statutes of the Open Meetings Act. The Open Meetings Act is available for reference upon request.

The MAPA Finance Committee met February 15<sup>th</sup>, 2023 in the MAPA board room. Patrick Bloomingdale called the meeting to order at 8:30 a.m.

#### **Roll Call/Introductions**

##### **Members Present**

Patrick Bloomingdale, Secretary/Treasurer  
Davis Klug, Sarpy County Commissioner  
Carol Vinton, Mills County Supervisor

##### **Members Absent**

Steve Dethlefs, Washington County  
Chris Rodgers, Douglas County  
Dan Henry, Cass County  
Scott Belt, Pottawattamie County

##### **Staff Present**

Mike Helgersen  
Matt Eash  
Amanda Morales  
Natasha Barrett  
Charles Mitchell  
Elizabeth Zeller  
Christina Brownell  
Laura Heilman  
Grant Anderson

#### **A. FINANCE COMMITTEE INFORMATION – (INFORMATION)**

1. **Monthly Financial Statements (November & December)**
  - a. Bank Reconciliations 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

Mr.Eash presented the November & December monthly financial statements to the finance committee.

2. **MAPA Projects / Activities**
  - a. New / Anticipated Transportation and Community Development Projects

Mr.Helgersen presented the new MAPA projects and activities to the finance committee.

#### **B. FOR FINANCE COMMITTEE APPROVAL – (ACTION)**

1. **Contract Payments**
  - a. BerryDunn - PMT #1 – \$2,000.00
  - b. City of Omaha Planning - PMT#2 – \$9,529.21

- c. HDR - UK2014-02 On Call Modeling - PMT #4 – \$4,942.65
- d. Metro - PMT #2 – \$15,030.48

Mr.Helgerson presented the contract payments for finance committee approval. Motion David Klug, Second Carol Vinton to approve contract payments as presented. Motion Carried.

2. Contract Payments Pending Staff Review

- a. Landis Evans - PMT #7 – \$23,790.76

Mr.Helgerson presented the contract payments pending staff review for committee approval. Motion David Klug, second Carol Vinton to approve contract payments pending staff review as presented. Motion Carried.

3. Travel

- a. Nebraska Planning Conference - 2 Staff - Kearney, NE - March 7 - 10, 2023 – \$1,728.06

Mr.Helgerson presented the travel request for Brad Grefe and James Boerner to the committee for approval. Motion Carol Vinton, Second David Klug to approve the travel as presented. Motion Carried.

C. RECOMMENDATIONS TO THE BOARD – (ACTION)

1. Final Contract Payments

- a. Hamilton Associates - charge to coordinate with EideBailly - \$1,112.80

Mr.Helgerson presented the final contract payment for Hamilton to the committee for approval. Motion Carol Vinton, Second David Klug to approve the final contract payment as presented for approval. Motion Carried.

2. New Contracts/Grants/Task Orders

- a. FY 2023 Florence Home 5310 Subrecipient Agreement – \$276,060.00
- b. La Vista Bike-Ped Master Plan Program Agreement – \$120,000.00

Mr.Helgerson presented the new contracts to the committee for approval. Motion David Klug, Second Carol Vinton to approve the new contracts as presented to the committee. Motion Carried.

3. FY 2024 Budget

- a. Annual Member Survey Responses

Mr.Helgerson presented the FY24 budget to the committee. The FY24 budget was motioned to move to D. Discussion 1. Motion Carol Vinton, Second David Klug to move the FY24 budget to Discussion. Motion Carried.

4. Travel

- a. APA National Planning Conference - Travis Halm - Philadelphia, PA - March 31 - April 4, 2023 – \$3,157.70

Mr.Helgerson presented the Travel for Travis Halm for recommendation to the board. Motion David Klug, Second Carol Vinton to approve the travel as presented to the committee. Motion Carried.

5. Investment Policy Statement

Mr. Helgersen presented the Investment policy statement to the committee for approval. Motion David Klug, Second Carol Vinton to approve the investment policy statement as presented to the board. Motion Carried.

D. DISCUSSION

E. ADJOURNMENT

Mr. Bloomingdale adjourned the meeting at 9:14 a.m.

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)*





**Hamilton**  
**Associates, P.C.**  
*Certified Public Accountants and Consultants*

20 Pearl Street  
P.O. Box 959  
Council Bluffs, IA 51502

(712) 322-0277  
www.hamiltonassociatescpa.com

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

Date: 12/31/2022  
Invoice Number: 33236  
Client: 12235

Click Here to: [Pay Now](#)

Meetings and providing information to successor auditor \$1,005.00

Costs incurred for confirmations for the 8-31-21 audit, a client cost and unpaid from prior invoices \$107.80

Invoice Total: \$1,112.80

**MAPA Expense Authorization Voucher**

Date 1-30-23 Amt. 1,112.80

Project 99000

Account 10-5320

Grant 161NDC01

App'g. Dir. ME

Exec. Dir. MH

Treasurer FB

**Payment in Full Due on Receipt**

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

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

RESOLUTION NUMBER 2023 – 14

WHEREAS, the members of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) have been formally designated by their respective legislative bodies to act as the official representative in planning matters of mutual concern; and

WHEREAS, MAPA is the designated Metropolitan Planning Organization (MPO) for the Omaha-Council Bluffs Transportation Management Area (TMA); and

WHEREAS, it is the responsibility of the MPO, in conjunction with the States, to certify that the transportation planning process complies with all applicable federal laws and regulations; and

WHEREAS, a fiscally constrained and prioritized Transportation Improvement Program (TIP) for intermodal planning is required by the U.S. Department of Transportation (DOT) and was developed by the MPO for the Omaha-Council Bluffs metropolitan area; and

WHEREAS, in TMAs, all projects except national highway system, interstate maintenance, and bridge projects are to be selected by the MPO in accordance with the priorities in the TIP; and

WHEREAS, the fiscal year (FY) 2023-2028 TIP, which defines the capital improvements for streets, highways, transit, enhancements, and airports for the jurisdictions in the metropolitan area for a six-year period, has been approved by the MAPA Board of Directors; and

WHEREAS, the following changes are proposed for Amendment 5 to the FY 2023 – 2028 TIP:

Lead Agency	Project	Change Description
Metro	Capitalized Operations	FTA 5307 funding for Operations in FY2023 increased from \$690,880 to \$1,702,900.
Metro	Support Equipment and Facilities	FTA 5307 funding for Procurement

; and therefore be it

RESOLVED, that the FY2023 – 2028 Transportation Improvement Program be revised to include these changes.

PASSED this 23rd day of February 2023

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Douglas Kindig  
Chair, MAPA Board of Directors

# FY2023 TIP Amendment 5

<b>Effective Date</b>	02/23/2023
<b>Type of Approval</b>	Final
<b>Referring Committee(s)</b>	TTAC
<b>Committee Recommendation</b>	Pending
<b>Staff Recommendation</b>	Approve

## Background

The FY2023 TIP was approved by the Board of Directors in June of 2022 and became effective October 1, 2022. Since then several amendments have been needed to accommodate cost and scope changes for projects within.

## Revisions

Lead Agency	Project Name	Description	Details
<b>Funding Increase</b>			
Metro	<a href="#">Capitalized Operations</a>	FTA 5307 funding for Operations in FY2023 increased from \$690,880 to \$1,702,900.	<a href="#">view</a>
Metro	<a href="#">Support Equipment and Facilities</a>	FTA 5307 funding for Procurement in FY2023 increased from \$1,784,000 to \$4,172,000.	<a href="#">view</a>
Metro	<a href="#">Support Equipment and Facilities</a>	\$400,000 of FTA 5339 funding is programmed for Procurement in.	<a href="#">view</a>
<b>Phase Adjustment</b>			
Omaha	<a href="#">Omaha Signal Infrastructure Phase D1</a>	PE-NEPA-FD phase moved from FY2022 to FY2023, no change in funding	<a href="#">view</a>
Omaha	<a href="#">Omaha Signal Infrastructure Phase C2</a>	PE-NEPA-FD phase moved from FY2022 to FY2023, no change in funding	<a href="#">view</a>



## TRAVEL AUTHORIZATION FORM

Person Traveling :	Travis Halm		
Dates of Travel:	3/31/23 - 4/4/23		
Departure Time:	12:00PM	Return Time:	8:00PM
Traveling to :	Philadelphia		
Purpose:	APA National Planning Conference		
Coding:	28000, 19NDOT02		
Block Rate Deadline:	Hotel Unknown / Early Bird Registration Deadline 3/2/ Mobile Tours		
# Traveling:	1		

### Estimated Travel Expenses:

Registration \$900.00  
Flights \$500.00

Transp. Fares \$100.00  
Auto Rental \$0.00

Parking \$35.00  
Other \$0.00

MAPA Vehicle Miles 0  
MAPA Vehicle Mileage \$0.00  
Personal Vehicle Miles 0  
Personal Vehicle Mileage \$0.00  
Rate \$0.655

Per Diem	Start Day	Between Days	x	# of days	End Day
Day's Max.	\$59.25	\$79.00			\$59.25
Breakfast	\$13.50	\$18.00	x	3	\$13.50
Lunch	\$15.00	\$20.00	x	3	\$15.00
Dinner	\$27.00	\$36.00	x	3	\$27.00
Incidental	\$3.75	\$5.00	x	3	\$3.75
Meals & Incidental					
Total	\$59.25	\$79.00	x	3	\$59.25
Lodging	\$210.00	\$282.00	x	3	
Taxes & Fees on Lodging	\$42.00	\$56.40	x	3	

Deduction for Meals Provided at Conferences

Total Lodging \$1,267.20

Total Meals and Incidentals \$355.50

Total Estimated Travel Expenses: \$3,157.70

Date Submitted: 2/2/23 by Travis Halm

Date Approved: 2/2/23 by Employee Traveling

Date Approved: 2/2/23 by Department Director

Date Approved: 2/2/23 by Christina Brownell

Date Approved: 2/2/23 by Director of Administration

Date Approved: by Director of Finance

Date Approved: by Executive Director

Date Approved: by Finance Committee Chair/Member (if amount is over \$1000)

Date Approved: by Board of Directors Chair/Member (if amount is over \$2000)

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



Visit APA at [planning.org](https://planning.org) (<https://planning.org>)

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## 2023 National Planning Conference



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# Hotel and Travel

[National Planning Conference \(/conference/\)](#) > Hotel and Travel

April 1–4, 2023 | Philadelphia, Pennsylvania

April 26–28, 2023 | Online

**Ranked the 4th most walkable city in the nation** by Redfin, visitors can easily explore multiple neighborhoods, attractions, and restaurants. It's also easy to hop on a bike, bus, or train to navigate the city.

Philadelphia's central location on the East Coast allows for several modes of transportation to reach this destination.



### Experience Our Host City

#### JOIN US IN PHILADELPHIA

Explore the nation's most historic square mile at Independence National Historical Park, admire Philadelphia's unparalleled collection of public art, tour iconic museums, enjoy tax-free shopping on clothes and shoes, and embrace the outdoors in one of the largest city-owned urban park systems in the United States.



The conference will be hosted at the **Pennsylvania Convention Center** located at 1101 Arch Street, Philadelphia, PA. 19107.

### Conference Hotels

APA has arranged for discounted rates at our headquarters hotel in Philadelphia. These rates are limited and available on a first-come, first-served basis, so book your room early!



## Philadelphia Marriott Downtown — Headquarters Hotel

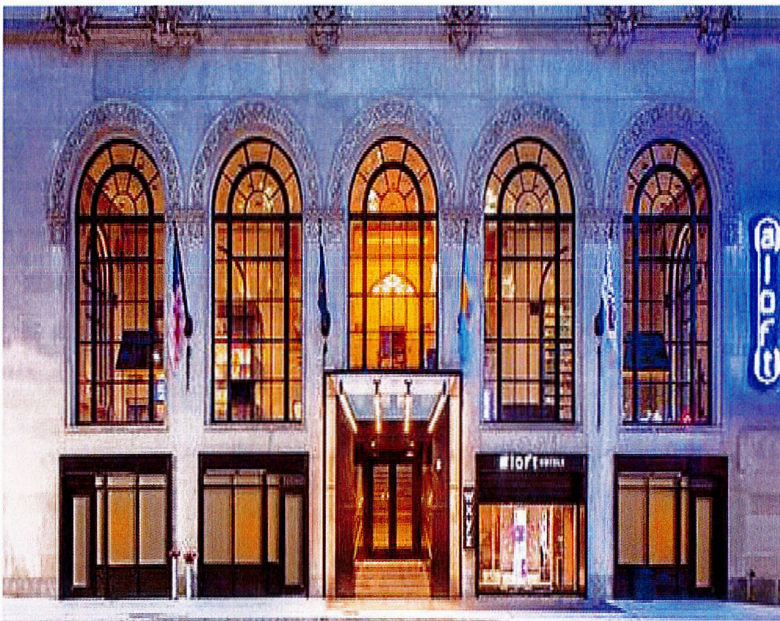
**SINGLE/DOUBLE \$282**

1201 Market St  
Philadelphia, PA, 19107  
215-625-2900

The rate above does not include state and local taxes, which are currently 16.36% All reservations require a credit card guarantee.

Hotel Link

(<https://book.passkey.com/go/AmericanPlanningAssoc2023>)



## Aloft Philadelphia Downtown

**SINGLE/DOUBLE \$239**

101 North Broad Street  
Philadelphia, PA 19107  
215-607-2020

The rate above does not include state and local taxes, which are currently 16.36%. All reservations require a credit card guarantee.

Hotel Link (<https://www.marriott.com/event-reservations/reservation-link.mi?id=1674075530088&key=GRP&app=resvlink>)



American Planning Association Conference  
March 29, 2023 - April 7, 2023

Your reservation is complete!  
Thank you for booking!



Philadelphia Marriott Downtown  
1201 Market Street  
Philadelphia, PA 19107, UNITED STATES

HOTEL REWARDS PROGRAM



[Click here to join Marriott Bonvoy](#)

Standard Guest Room

[Edit](#) [Cancel](#) [Add to calendar](#)

Acknowledgement number: K90VCYQO

CHECK-IN      CHECKOUT  
Fri, Mar 31, 2023    Tue, Apr 4, 2023

Guests

Travis Halm

ROOM	RATES
Standard Guest Room 1 adult, 4 nights	USD 1,128.00
Taxes & Fees	USD 184.65
Total	USD 1,312.65



Circ Lounge  
Crafted Cocktails, Local Brews &  
Featured Wines

[Show details](#)



Center City Pantry  
Visit Our Grab & Go Market

[Show details](#)



Elizabeth Zeller &lt;ezeller@mapacog.org&gt;

## The Philadelphia Marriott Downtown Reservation Confirmation

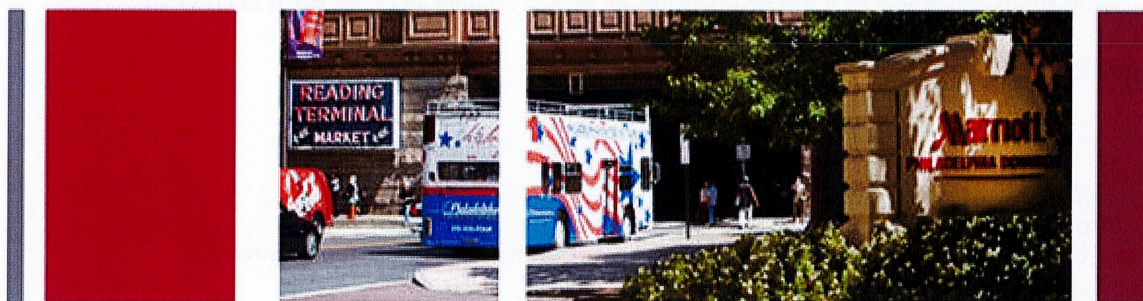
1 message

**The Philadelphia Marriott Downtown** <info@cvent.com>

Thu, Feb 2, 2023 at 11:21 AM

Reply-To: tracking@pkghlrss.com

To: ezeller@mapacog.org



Dear Travis Halm,

The following is the confirmation for you housing reservation for American Planning Association Conference. We are looking forward to welcoming you to the Philadelphia Marriott Downtown. Below is important information regarding your reservation and additional information regarding your arrival in Philadelphia.

Below you will find details about your reservation, and a link where you can easily manage your reservation if your travel plans change.

### Reservation Details

<b>Reservation Acknowledgement Number:</b>	K90VCYQO
<b>Your hotel:</b>	Philadelphia Marriott Downtown
<b>Check-in:</b>	Mar 31, 2023
<b>Check-out:</b>	Apr 4, 2023
<b>Marriott Confirmation Number</b>	98756239
<b>Guests per room:</b>	1
<b>Guest name:</b>	Travis Halm
<b>Guarantee method:</b>	Credit Card

If you need to modify or cancel your reservation you may do so by clicking on the link below:

[https://book.passkey.com/entry?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJwYXlsb2Fkljp7ImVudHJ5IjojUkVTRVJWQVRJT04iLCJwYXJhbXMtOlt7Im5hbWUiOiJib25maXJtTnVtYmVyliwidmFsdWUiOiJLOTBWQ1IRTyJ9XX19.h7w5BVHe9wbclDajJ9vbyJziGGbmUsNNpo2VM-Ejofl&utm\\_source=4125&utm\\_medium=email&utm\\_campaign=289578071](https://book.passkey.com/entry?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJwYXlsb2Fkljp7ImVudHJ5IjojUkVTRVJWQVRJT04iLCJwYXJhbXMtOlt7Im5hbWUiOiJib25maXJtTnVtYmVyliwidmFsdWUiOiJLOTBWQ1IRTyJ9XX19.h7w5BVHe9wbclDajJ9vbyJziGGbmUsNNpo2VM-Ejofl&utm_source=4125&utm_medium=email&utm_campaign=289578071)

### Summary of Room Charges

Cost per night per room (USD):

Date	Guest(s)	Status	Rate
Mar 31, 2023	1	Confirmed	282.00

Apr 1, 2023	1	Confirmed	282.00
Apr 2, 2023	1	Confirmed	282.00
Apr 3, 2023	1	Confirmed	282.00

( Pre-Tax Amount)

**Total for stay(Pre-Tax)****Travis Halm**

Additional Guest	Rate
Second Guest	0.00
Third Guest	20.00
Fourth Guest	20.00
Fifth Guest	0.00

**Current taxes are 16.37%**

Credit card paying guests-There will be a \$75 USD per day incidental hold on all credit cards at check in.

**About Your Hotel****Hotel:**

Philadelphia Marriott Downtown

[1201 Market Street](#)**Please Note: For GPS Address please use [1201 Filbert Street](#) for the hotels main entrance**

Philadelphia, PA 19107

Check-in Time 4:00PM

Check-Out Time 11:00AM

**Services & Amenities**

- Wired for Business is available in all guest rooms - \$12.95 or \$16.95 per day , includes, Internet, Long Distance(Within the continental US) and local calls.
- Internet is Complimentary for All Marriott Reward Members! If you are not a member yet SIGN UP NOW by visiting <http://www.marriott.com/rewards/rewards-program.mi>
- Fedex Office on-site
- Fitness center on-site
- Indoor Pool
- Valet parking available \$49 plus tax (\$60.03) /Oversize \$59 plus tax (\$72.28) (subject to change, based on availability)  
Offsite parking nearby

**Airport Transportation**

Estimated taxi fare: \$30 USD (one way)

Train is approximately \$6.25 each way. The Hotel is connected to Jefferson Station

For an up to date list of events happening in Philadelphia please visit:

[www.gophila.com](http://www.gophila.com)**Canceling Your Reservation**

- You may cancel your reservation for no charge until 3 day[s] before arrival. By clicking on the link below:
- [https://book.passkey.com/entry?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJwYXlsb2Fkljp7ImVudHJ5ljoUkVTRVJWQVRJT04iLCJwYXJhbXMiOiJ7Im5hbWUiOiJjb25maXJtTnVtYmVyliwidmFsdWUiOiJLOTBWQ1IRTyJ9XX19.h7w5BVHe9wbcLDajJ9vbyJziGGbmUsNNpo2VM-Ejofl&utm\\_source=4125&utm\\_medium=email&utm\\_campaign=289578071](https://book.passkey.com/entry?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJwYXlsb2Fkljp7ImVudHJ5ljoUkVTRVJWQVRJT04iLCJwYXJhbXMiOiJ7Im5hbWUiOiJjb25maXJtTnVtYmVyliwidmFsdWUiOiJLOTBWQ1IRTyJ9XX19.h7w5BVHe9wbcLDajJ9vbyJziGGbmUsNNpo2VM-Ejofl&utm_source=4125&utm_medium=email&utm_campaign=289578071)

We look forward to welcoming you soon to Philadelphia



Elizabeth Zeller &lt;ezeller@mapacog.org&gt;

**You're going to Philadelphia on 03/31 (2HDH4S)!**

2 messages

**Southwest Airlines** <southwestairlines@ifly.southwest.com>  
Reply-To: Southwest Airlines <no-reply@ifly.southwest.com>  
To: ezeller@mapacog.org

Thu, Feb 2, 2023 at 12:34 PM

Here's your itinerary &amp; receipt. See ya soon!

[View our mobile site](#) | [View in browser](#)[Manage Flight](#) | [Flight Status](#) | [My Account](#)

Hi Travis,

We're looking forward to flying together! It can't come soon enough. Below you'll find your itinerary, important travel information, and trip receipt. See you onboard soon!

MARCH 31 - APRIL 4

**OMA**  **PHL**

Omaha to Philadelphia

**Confirmation # 2HDH4S**

Corporate ID: 99464713

Confirmation date: 02/02/2023

<b>PASSENGER</b>	<b>Travis Halm</b>
RAPID REWARDS #	<a href="#">Join</a> or <a href="#">Log in</a>
TICKET #	5262415735156
EST. POINTS EARNED	2,974

Rapid Rewards® points are only estimations.

**Your itinerary****Flight 1:** Friday, 03/31/2023 Est. Travel Time: **4h 30m** Wanna Get Away Plus™**FLIGHT  
# 2303****DEPARTS**  
**OMA 09:45AM**  
Omaha**ARRIVES**  
**MDW 11:10AM**  
Chicago (Midway)Stop:  Change planes

FLIGHT  
# 2135DEPARTS  
**MDW 12:20PM**  
Chicago (Midway)ARRIVES  
**PHL 03:15PM**  
Philadelphia

Flight 2: Tuesday, 04/04/2023 Est. Travel Time: 4h 50m Wanna Get Away Plus™

FLIGHT  
# 1184DEPARTS  
**PHL 08:25PM**  
PhiladelphiaARRIVES  
**MDW 09:40PM**  
Chicago (Midway)

Stop: Change planes

FLIGHT  
# 1193DEPARTS  
**MDW 10:45PM**  
Chicago (Midway)ARRIVES  
**OMA 12:15AM**  
Omaha

## Payment information

### Total cost

#### Air - 2HDH4S

Base Fare	\$	371.68
U.S. Transportation Tax	\$	27.88
U.S. 9/11 Security Fee	\$	11.20
U.S. Flight Segment Tax	\$	19.20
U.S. Passenger Facility Chg	\$	18.00
<b>Total</b>	<b>\$</b>	<b>447.96</b>

### Payment

Visa ending in 0266  
Date: February 2, 2023**Payment Amount: \$447.96****Fare rules:** If you decide to make a change to your current itinerary it may result in a fare increase.

Your ticket number: 5262415735156

## All your perks, all in one place. (Plus a few reminders.)

**NEW****Wanna Get Away Plus™ fare:** Your two bags fly free<sup>2</sup> and no change<sup>3</sup> or cancel<sup>4</sup> fees. *Plus* same-day flight changes<sup>7</sup>, 8X Rapid Rewards® points, and a transferable flight credit<sup>6</sup> that can be used for yourself or shared with someone else. [Learn more.](#)Make sure you know [when to arrive at your airport](#). Times vary by city.If your plans change, cancel your reservation at least 10 minutes before the original scheduled departure time of your flight to receive a transferable flight credit.<sup>6</sup> If you don't cancel your reservation in time, your funds will be forfeited.

## Prepare for takeoff

Use our app to make changes to your trip, get a boarding pass, &amp; more.





(/)

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(<https://planning.org>)

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(Draft)  
Program

# 2023 National Planning Conference



MENU

Enter keyword or phrase

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## Program

National Planning Conference (/conference/) > Program

April 1–4, 2023 | Philadelphia, Pennsylvania

April 26–28, 2023 | Online

\* unsure of  
provided meals;  
full program  
available early Feb.  
(see note  
below)

**NPC23 will offer educational opportunities that explore the biggest drivers of change and disruptors facing the planning profession and the communities we serve.**

All NPC23 ticketed events are available to purchase when registering

- Orientation Tours — both by walking and coach bus
- Over 55 mobile workshops to explore the area's rich history and local neighborhoods

Evening social events descriptions and tickets can be seen on the registration page.

**The full NPC23 program will launch in early February** — a program that will help you plan for the future.

*Speakers for accepted session proposals will be notified in late January.*

There will be plenty of networking opportunities at NPC23. Check this site often as we will update the program to include these meetings and activities.

View Ticketed Events (<https://www.eventscribe.net/2023/NPC/index.asp>)

## ^ Core Program Content Areas

### CLIMATE EMERGENCY

Climate change is no longer a crisis but a full-fledged emergency requiring the attention and involvement of all planners and communities. We are seeking proposals that provide methods and tools that planners can use to address the economic impact of climate change and the inevitability of weather-related disruptions through topics such as:

- Climate action, justice, migration, adaptation
- Impacts on local and regional economies; new political emphasis
- Net-zero emissions; digital emissions; water scarcity; decarbonization and electrification
- Grid-connected solar and wind power; smart grids; green building; ethical consumption
- Public and private sector innovations and funding sources
- Hazard preparedness, management, mitigation

### DIVERSIFICATION OF TRANSPORTATION

As a growing number of cities develop mobility justice initiatives to protect fair and safe transportation access, we are seeking proposals demonstrating novel approaches, methods, and techniques that planners can apply on topics such as:

- Micro mobility; universal basic mobility; urban mobility; electric mobility
- Changing user behaviors and customer expectations
- Decarbonization; fuel technology; zero-emissions
- Curb control; ride share; competing transit options
- Autonomous vehicles and deliveries; drones; urban air mobility
- Evolving transit: fleet, bus, rail, air
- Federal funding and programs (e.g. Reconnecting Communities)

## **DIGITALIZATION**

Today, advances in technology affect every aspect of life: how people live, work, study, shop, date, and move around town. We are seeking proposals that provide planners with solution-driven innovations to address shifts in societies, economies, and the built environment spurred by:

- Digital inclusion; digital vulnerability; broadband connectivity
- Data collection, use, protection, privacy; wearable technologies
- Smart cities; artificial intelligence (AI); blockchain and Web3
- Hybrid community engagement; crowd sourcing; open-source data
- E-commerce; everything as a service; brick and mortar adaptability
- Private/public partnerships
- Metaverse

## **FUTURE OF WORK, UPSKILLING AND RESKILLING**

The nature of work is rapidly changing, and the skills to meet changing workplace needs continue to evolve. As we prepare for the workplace of the future, the need to upskill and reskill becomes more essential. We are seeking proposals addressing the opportunities and challenges of the rapidly advancing nature of the workplace by offering skill-oriented training, tools, and methods to upskill planners in areas such as:

- Active listening; empathy; cognitive reflection; awareness
- Social perceptiveness; cultural competency; emotional intelligence
- Critical and creative thinking; problem-solving
- Conflict management; persuasion; collaboration
- Navigating the Great Resignation; unionization; workers' rights; workforce of the future
- Generational work preferences
- Virtual and remote work; working from anywhere; gig work; Zoom towns
- Adaptability; agility; systems; design thinking
- Effective and ethical use of technology; robotics and automation in the workplace

## **HEALTH EQUITY AND NATURE**

Wide physical and mental health disparities persist among certain demographics. These disparities are not random, but are due to the systems in place, including unequal distributions of factors planners can influence. We are seeking proposals highlighting planners' influence to

implement policies, systems, and environmental changes in communities that have historically seen underinvestment to reduce health disparities. We are particularly interested in proposals on the following:

- Access to food, healthcare services, safe and healthy communities
- Declining life expectancies; worsening mental health
- Nature-based solutions; public spaces; green and biophilic spaces
- Intersections in health and planning

## **HOUSING AFFORDABILITY, AVAILABILITY, AND ACCESSIBILITY**

Movements for safe, healthy, and accessible housing contributed to the development of contemporary planning and are deeply embedded in the work of planners today. As displacement, homelessness, and housing costs continue to increase, we are seeking solution-driven proposals for both the public and private sectors working to confront challenges through policy change and technological advances in housing construction and development related to the following:

- Decreasing homelessness; gentrification and displacement
- Increased affordability; zoning reform; gentle density; NIMBY and YIMBY (Yes in My Backyard) movements; mixed-use development
- 3D printing of homes; manufactured homes; Big Tech-funded housing; investor-owned housing; workforce housing
- ADUs; missing middle; adaptive reuse
- Accessible and adaptable housing

## **IMPLEMENTATION OF FEDERAL PROGRAMS AND GRANTS**

The historic Bipartisan Infrastructure Law is injecting billions of federal dollars into environmental justice, climate action, and many other local planning efforts. Communities also have access to several other new and ongoing opportunities that can help advance critical planning work, including the American Rescue Plan Act. To help planners prepare and act, we are seeking case study proposals detailing how to secure and leverage federal support related to programs and topics such as:

- Reconnecting Communities
- Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program
- Safe Streets and Roads for All
- Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Formula Program
- Transportation Alternatives Program (TAP)

- Thriving Communities
- Community resilience efforts stemming from the Inflation Reduction Act (IRA)
- New regulations related to measuring climate change in plans
- New programs in the works for planning for EV (Electric Vehicle) charging stations
- The American Rescue Plan Act (ARPA)
- Climate change; housing; electric vehicles infrastructure; environmental justice

## **POLITICAL SHIFTS AND POLARIZATION**

Planners navigate politics on a day-to-day basis. Political will is a major factor that planners must consider when making recommendations to elected officials through their plans and programs. We are seeking proposals that address the intersection of political ideologies and planning on topics such as:

- Influencing elected and appointed officials
- Solutions for staying abreast of changes happening in local, state, and federal governments
- Balancing intensifying and more polarizing political beliefs
- Public trust; public engagement; building public confidence; accountability
- State-level intervention in local affairs; political polarization; policy "pendulum shifts"
- Special-interest online communities
- Advancing innovative ideas in geographically isolated communities
- Land use and civil rights; sanctuary cities

## **POPULATION DIVERSITY AND INCLUSIVE DESIGN**

It's imperative that planners understand how social characteristics and identities relate to people's preferences, behaviors, and access to resources. We are seeking proposals that address cultural humility, inclusive practices, and diversifying the planning profession to address ongoing and future population changes.

- Aging U.S. population; racial and ethnic diversity; diversity awareness
- Youth movements for social change; acknowledging and righting planning wrongs
- Monuments and public art
- Complexities of integrating equity, diversity, and inclusion in planning efforts; inclusive language
- Community funding for inequalities; funding from foundations
- Rematriation; reparations programs, universal basic income pilots

- Dismantling racial and economic segregation
- Surveillance tools
- Climate Change Impacts and Action
- Economic Restructuring
- Housing & Zoning
- Agile Planning Methods and Approaches
- Leveraging Technology
- Planning with Intention for Inclusion and Equity
- Transportation & Infrastructure



(<https://www.facebook.com/AmericanPlanningAssociation>)



(<https://www.youtube.com/user/AmericanPlanningAssn>)



([https://twitter.com/APA\\_Planning](https://twitter.com/APA_Planning))



(<http://instagram.com/americanplanningassociation>)



(<https://www.linkedin.com/company/24456/>)

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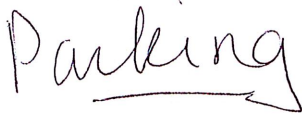


**American Planning Association**

*Creating Great Communities for All*

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© 2023 APA. All Rights Reserved (</apaataglanace/copyright.htm>) | [Privacy Policy \(https://planning.org/privacy/\)](https://planning.org/privacy/)



## Parking @ Omaha Eppley

### ^ South Economy Pricing and Features

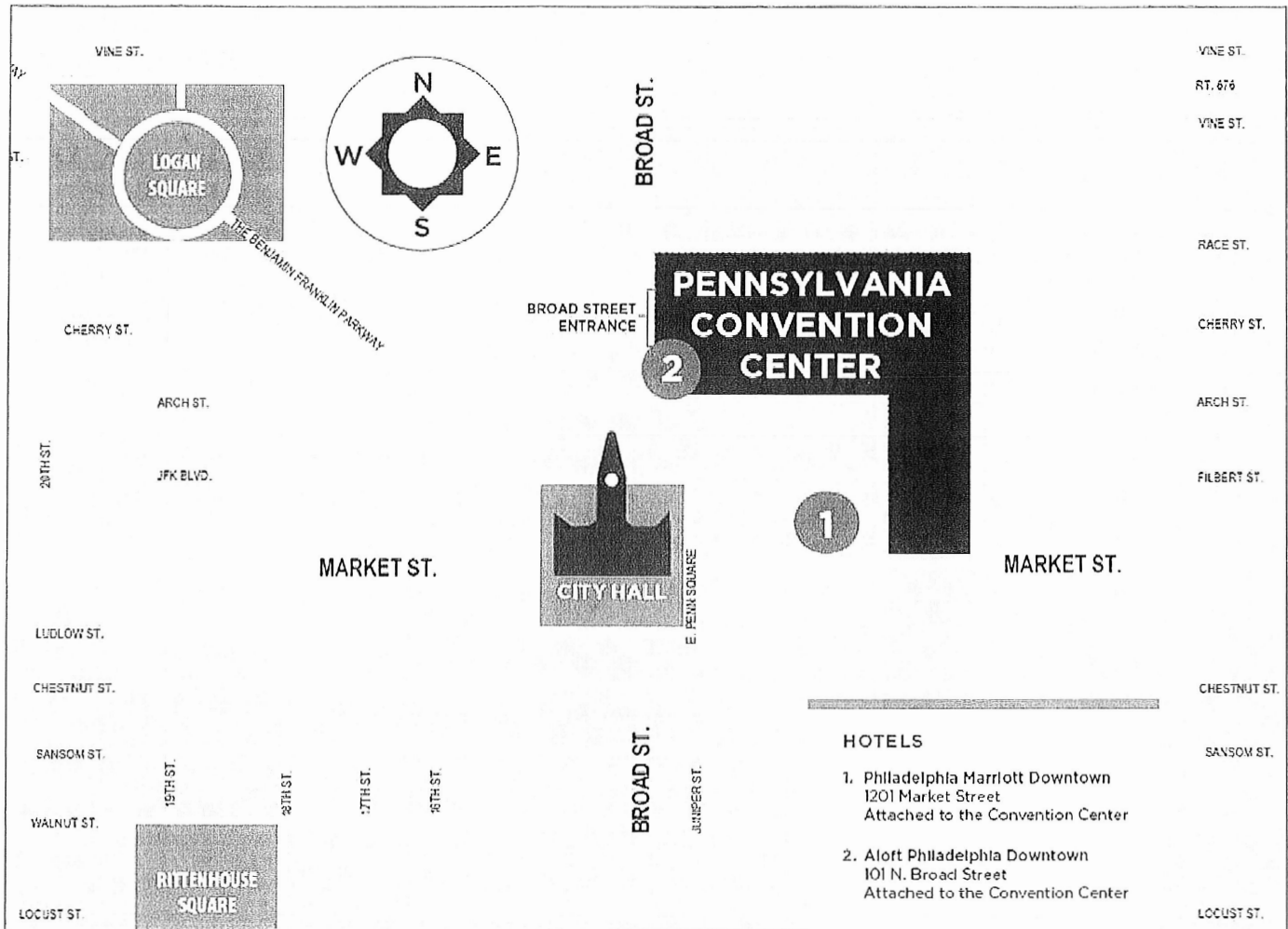
#### South Economy Pricing

- Daily Rate: \$6.00 / day flat rate
- Hourly Rates: none
- Reserve Online

#### South Economy Features

- Approximately 3071 spaces
- Uncovered
- Short shuttle ride to the Terminal
- Shuttle bus pickup/drop-off at your vehicle
- Largest and most cost-effective ParkOMA option
- Signage for finding your vehicle
- ADA stalls for disabled parking
- [Click here for Parking Discount](#)

**Construction Special:** South Economy customers can enjoy covered parking under the canopies at no additional charge on a first-come, first-serve basis. Access canopies through South Economy entrance.



## Travel Information

When you plan your trip to NPC23 Philadelphia you can travel by plane (<https://www.phl.org/>), train ([https://www.amtrak.com/home?cmp=pdsrch-Amtrak|Brand|Amtrak%20KW|Non-Core%20DMA|Exact-google&gclid=Cj0KCQjA5NSdBhDfARIsALzs2EACqD-28APVtzdrnko7710Zsm-W0qivugj\\_g15wmqmqnQO6zDKnyu8aAhFyEALw\\_wcB&gclsrc=aw.ds](https://www.amtrak.com/home?cmp=pdsrch-Amtrak|Brand|Amtrak%20KW|Non-Core%20DMA|Exact-google&gclid=Cj0KCQjA5NSdBhDfARIsALzs2EACqD-28APVtzdrnko7710Zsm-W0qivugj_g15wmqmqnQO6zDKnyu8aAhFyEALw_wcB&gclsrc=aw.ds)), or automobile (<https://www.paconvention.com/attendees/travel-to-pa-convention-center/directions>). We also encourage public transportation (<https://www.paconvention.com/attendees/travel-to-pa-convention-center/public-transit>) and your own two wheels or legs if you live within walking distance.

### AIRFARE DISCOUNTS



Delta Air Lines

Delta Air Lines is pleased to offer special discounts for American Planning Association conference NPC23 Philadelphia. [Please click here to book your flights](https://www.delta.com/flight-search/book-a-flight?tripType=ROUND_TRIP&priceSchedule=price&originCity=&destinationCity=&departureDate=&returnDate=&paxCount=1&meetingEventCode=NM2C9&se) ([https://www.delta.com/flight-search/book-a-flight?](https://www.delta.com/flight-search/book-a-flight?tripType=ROUND_TRIP&priceSchedule=price&originCity=&destinationCity=&departureDate=&returnDate=&paxCount=1&meetingEventCode=NM2C9&se)

[tripType=ROUND\\_TRIP&priceSchedule=price&originCity=&destinationCity=&departureDate=&returnDate=&paxCount=1&meetingEventCode=NM2C9&se](https://www.delta.com/flight-search/book-a-flight?tripType=ROUND_TRIP&priceSchedule=price&originCity=&destinationCity=&departureDate=&returnDate=&paxCount=1&meetingEventCode=NM2C9&se)

You may also call Delta Meeting Network® at 1-800-328-1111\* Monday-Friday, 8:00 a.m.-6:30 p.m. (EST) and refer to Meeting Event Code NM2C9

\*Please note there is not a service fee for reservations booked and ticketed via Delta's reservation 800 number.

United Airline

Uber

[Log in](#) [Sign up](#)

# Ground Transportation

## How much does a ride with Uber cost?

Plan your next trip with the price estimator.

### Uber price estimator

- Philadelphia International Airport (PHL), 8000 Essington Ave, Philadelphia
- Aloft Philadelphia Downtown, 101 N Broad St, Philadelphia

#### Your options

● Connect	\$18.31	ⓘ
UberX	\$29.44	ⓘ
WAV	\$29.44	ⓘ

[View all options](#)[Request now](#)[Schedule for later](#)

#### Sign up to ride

Sample rider prices are estimates only and do not reflect variations due to discounts, geography, traffic delays, or other factors. Flat rates and minimum fees may apply. Actual prices for rides and scheduled rides may vary.

*Products may not be available in all regions of your city. Please check your app for availability.*

### How prices are estimated

In most cities, your cost is calculated up front, before you confirm your ride. In others, you will see an estimated fare range\*. Here are some fees and factors that can affect your price:

\*See applicable price terms in your city



#### Base rate

The base rate is determined by the time and distance of a trip.

### Operating fee

In some cities, a flat fee might be added to each trip. It helps support operational, regulatory, and safety costs.

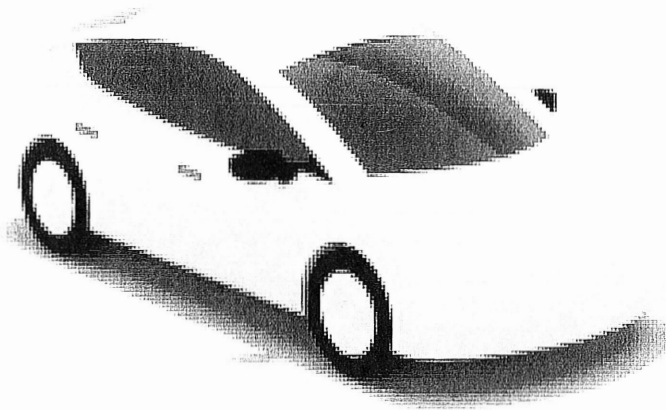


### Busy times and areas

When there are more riders than available drivers, prices may temporarily increase until the marketplace is rebalanced.

## Ways to ride in the area

Economy



UberX 1-4

Affordable, everyday rides

1/4



## Making money by driving with the Uber app





## TRAVEL AUTHORIZATION FORM

Person Traveling :	Grant Anderson		
Dates of Travel:	April 10 - 12, 2023		
Departure Time:	6:00 AM	Return Time:	6:00 PM
Traveling to :	Denver, CO		
Purpose:	2023 Economic Development Conference for the EDA Denver Region		
Coding:			
Block Rate Deadline:	March 8, 2023		
# Traveling:	1		

### Estimated Travel Expenses:

Registration \$325.00  
Flights \$250.00

Transp. Fares \$100.00  
Auto Rental

Parking \$40.00  
Other

MAPA Vehicle Miles  
MAPA Vehicle Mileage \$0.00

Personal Vehicle Miles  
Personal Vehicle Mileage \$0.00 Rate \$0.655

<u>Per Diem</u>	<u>Start Day</u>	<u>Between Days</u>	<u>x</u>	<u># of days</u>	<u>End Day</u>
Day's Max.	\$59.25	\$79.00			\$59.25
Breakfast	\$13.50	\$18.00	x	1	\$13.50
Lunch	\$15.00	\$20.00	x	1	\$15.00
Dinner	\$27.00	\$36.00	x	1	\$27.00
Incidental	\$3.75	\$5.00	x	1	\$3.75
Meals & Incidental					
Total	\$59.25	\$79.00	x	1	\$59.25
Lodging	\$199.00	\$199.00	x	1	
Taxes & Fees on Lodging	\$39.80	\$39.80	x	1	

Deduction for Meals Provided at Conferences -66.5

Total Lodging \$477.60

Total Meals and Incidentals \$131.00

Total Estimated Travel Expenses: \$1,323.60

Date Submitted: \_\_\_\_\_ by \_\_\_\_\_  
Employee Traveling

Date Approved: \_\_\_\_\_ by \_\_\_\_\_  
Department Director

Date Approved: 2/17/2023 by Christina Brownell  
Director of Administration

Date Approved: \_\_\_\_\_ by \_\_\_\_\_  
Director of Finance

Date Approved: \_\_\_\_\_ by \_\_\_\_\_  
Executive Director

Date Approved: \_\_\_\_\_ by Did not go to Finance  
Finance Committee Chair/Member (if amount is over \$1000)

Date Approved: \_\_\_\_\_ by \_\_\_\_\_  
Board of Directors Chair/Member (if amount is over \$2000)

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

**Collaborating, Innovating, Transforming:**  
**2023 Economic Development Conference for the EDA Denver Region**  
**April 10 – 12, 2023 | Denver, CO**  
*Subject to change*

**Monday, April 10, 2023**

**10:30 a.m. – 5:30 p.m. | Conference Registration**

**11:30 – 4:30 p.m. | Workshops**

- *Workshop for New Executive Directors*
- *Workshop for RLF Managers and Staff*
- *Indigenous Communities Workshop*

Note: **Boxed lunches will be provided.** There is not additional cost to attend one of these workshops, but registration is required.

**5:00 – 6:30 p.m. | Welcome Reception**

**Tuesday, April 11, 2023**

**7:00 a.m. – 5:00 p.m. | Conference Registration**

**7:30 – 8:30 a.m. | Continental Breakfast**

**8:45 – 10:15 a.m. | Opening Plenary: University Center Collaborations to Build Regional Resilience**

**10:15 – 10:30 a.m. | Networking Break**

**10:30 – 11:45 a.m. | Concurrent Sessions**

- *Federal Audits*
- *Affordable Housing*
- *Project Funding*
- *Storytelling*

**12:00 – 1:30 p.m. | Luncheon Plenary**

**1:45 – 3:00 p.m. | Concurrent Sessions**

- *Indirect Cost Rate*
- *Brownfields Redevelopment*
- *Economic Development Capacity Index*
- *CEDS*

**3:00 – 3:15 p.m. | Networking Break**

**3:15 – 4:30 p.m. | Concurrent Sessions**

- *2 CFR, Part 200 Primer*
- *Broadband*
- *PWEAA Project Eligibility*
- *Building Organizational Stability*

**5:00 – 6:30 p.m. | EDA Open House Reception**

*Preliminary agenda | subject to change | Feb 9 2023*

Meal Deductions:

4/10: lunch - \$15

4/11: Bfast - \$18.00  
lunch - \$20.00

4/12: Bfast - \$13.50

Total: \$66.50

**EDA Office | 1244 Speer Blvd., Suite 413**

Over light snacks and beverages, attendees will be able to meet one-on-one with EDA staff at their offices.

**Wednesday, April 12, 2023**

**7:00 a.m. – 5:00 p.m. | Conference Registration**

**7:30 – 8:30 a.m. | Good Conversation Continental Breakfast**

**8:45 – 10:00 a.m. | Concurrent Sessions**

- *EDGE (EDA's new grants application platform)*
- *Transitioning Economies in Coal Communities*
- *FDI and International Trade*
- *Build to Scale / Entrepreneurship*

**10:00 – 10:15 a.m. | Networking Break**

**10:15 – 11:30 a.m. | Concurrent Sessions**

- *Small water systems*
- *Main Street Programs*
- *Building new Partnerships*
- *EDA Project: From Development to Management*

**11:30 a.m. – 12:00 p.m. | Closing Plenary: Looking Forward**

# Collaborating, Innovating, Transforming: 2023 Economic Development Conference for the EDA Denver Region

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**Overview**

**Registration**

**Book Hotel**

**Get There**

**Attend**

## Book Hotel

**The Curtis DoubleTree by Hilton**

1405 Curtis Street, Denver, CO 80202

Enjoy a cookie on arrival, followed by a tour of the pop-culture themed hotel. Expect Britpop, chick-flick, horror, and everything in-between. Their unforgettable rooms are just three minutes from Colorado Convention Center, and within

## Agenda

## Presentations

half-a-mile of 16th Street Mall. Coors Field, Pepsi Center, and the Denver Art Museum are all within 10-minutes.

**[Click here to reserve your room](#)**

OR call 303-571-0300 and reference the conference name.

**Hotel room rate: \$199 + tax**

Hotel reservation cut-off date: \*March 8, 2023



122 C Street, NW, Suite 830  
Washington, DC 20001

(202) 921-4440

[info@nado.org](mailto:info@nado.org)

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## Omaha to Denver

8:20am - 8:56am (1h 36m, nonstop)

 United • Mon, Apr 10

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### Your fare: Economy

 Upgrade for \$110 roundtrip to get a refundable fare.

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## Denver to Omaha

1:44pm - 4:09pm (1h 25m, nonstop)

 United • Wed, Apr 12

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 Upgrade for \$110 roundtrip to get a refundable fare.

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Trip total

**\$193**

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Compact car from Alamo  
Nissan Versa or similar

**\$418**  
with flight

Add to trip



Compact car from Enterp...  
Nissan Versa or similar

**\$418**  
with flight

Add to trip



Midsize car from Alamo  
Toyota Corolla or similar

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with flight

Add to trip

Trip total  
**\$193**



Denver Airport (DEN) → The Curtis- A DoubleTree by Hilton Hotel, D...

COVID-19 Travel rules in United States

Ground (Denver)  
Transportation  
Options

RECOMMENDED, SECOND CHEAPEST

## Train



52min • US\$3–11

See Schedules &gt;

CHEAPEST

## Bus



1h 35min • US\$2–11

See Schedules &gt;

FASTEST

## Taxi



31min • US\$65–80

See Details &gt;

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## Towncar



31min • US\$90

See Details &gt;



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## Uber price estimator

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- The Curtis Denver - a DoubleTree by Hilton Hotel, 1405 Curtis St, Denver

### Your options

<input checked="" type="radio"/> Connect	\$40.73	
<input type="radio"/> UberX	\$42.26	
<input type="radio"/> Uber Pet	\$47.26	

[View all options](#)[Request now](#)[Schedule for later](#)

### Sign up to ride

Sample rider prices are estimates only and do not reflect variations due to discounts, geography, traffic delays, or other factors. Flat rates and minimum fees may apply. Actual prices for rides and scheduled rides may vary.

*Products may not be available in all regions of your city. Please check your app for availability.*

## How prices are estimated

In most cities, your cost is calculated up front, before you confirm your ride. In others, you will see an estimated fare range\*. Here are some fees and factors that can affect your price:

\*See applicable price terms in your city



### Base rate

The base rate is determined by the time and distance of a trip.

### Operating fee



In some cities, a flat fee might be added to each trip. It helps support operational, regulatory, and safety costs.

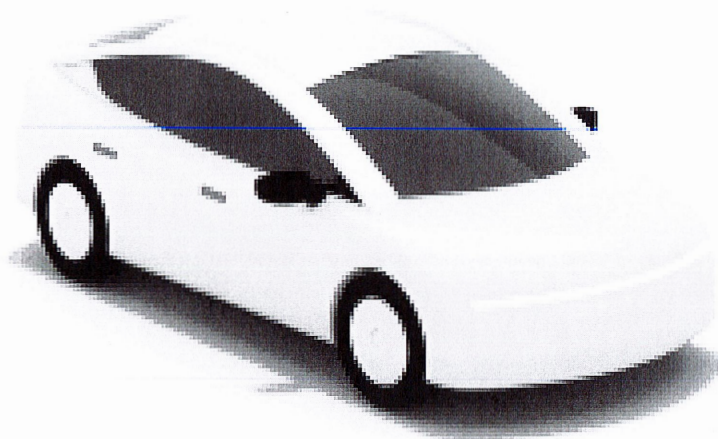


### Busy times and areas

When there are more riders than available drivers, prices may temporarily increase until the marketplace is rebalanced.

## Ways to ride in the area

Economy



**UberX** 1-4

Affordable, everyday rides

1/4



## Making money by driving with the Uber app

## AGREEMENT COVER PLATE

### AGREEMENT IDENTIFICATION

1. Agreement Number: 2350310007
2. Project Description: 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. Resi
3. Florence Home Transportation Services provides trained staff to accompany residents served live at Florence Home Healthcare Center, Royale Oaks Assisted Living, House of Hope Alzheimer's Care and House of Hope Assisted Living. Our trained drivers accompany the individual from door to door and provide physical assistance with care, toileting and communicating with medical staff during the trip. The Florence Home Transportation Services provides demand responsive transportation for individuals that require additional support not currently provided by public transportation.
4. Effective Date: March 1, 2023
5. Completion Date: Feb 28, 2025

### AGREEMENT PARTIES

6. Contractor/Subrecipient Name and Address:  
Florence Home for the Aged  
7915 N 30th St.  
Omaha, NE 68112
7. Planning Agency:  
Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska 68102-4328

### ACCOUNTING DATA

8. Amount: \$276,060.00
9. Grant/Project/Beneficiary 18FTAA07 / 31000 / 50

### DATES OF SIGNING AND MAPA BOARD APPROVAL

10. Date of MAPA Approval
11. Date of Contractor/Subrecipient Approval
12. Date of Legal Review

Agreement Number	2350310007
Federal Funds	\$138,030.00
Subrecipient Match	\$138,030.00

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## TRANSPORTATION SERVICES SUBRECIPIENT AGREEMENT SECTION 5310 PROJECTS

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

Florence Home for the Aged

TRAMS GRANT NO. NE-2020-011-02 and NE-2022-012-00

TRAMS PROJECT NO. NE-2020-011-02-02 and NE-2022-012-01-00

**PROJECT DESCRIPTION** – 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. Residents served live at Florence Home Healthcare Center, Royale Oaks Assisted Living, House of Hope Alzheimer’s Care and House of Hope Assisted Living. Our trained drivers accompany the individual from door to door and provide physical assistance with care, toileting and communicating with medical staff during the trip. The Florence Home Transportation Services provides demand responsive transportation for individuals that require additional support not currently provided by public transportation.

**THIS AGREEMENT** is between the Omaha-Council Bluffs Metropolitan Area Planning Agency, which is a Metropolitan Planning Organization, hereinafter referred to as "MPO", and Florence Home for the Aged, hereinafter referred to as "Subrecipient", with the two collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, title 49 U.S.C. 5310 authorizes the formula assistance program for the Enhanced Mobility of Seniors and Individuals with Disabilities Program and provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities, and

**WHEREAS**, the designated recipient of Section 5310 funds in urbanized areas over 200,000 in population has the authority and responsibility for administering the Section 5310 program in those areas, and

**WHEREAS**, the Governors of the States of Nebraska and Iowa have designated MPO as the recipient of Section 5310 funds in the Omaha-Council Bluffs urbanized area, and

**WHEREAS**, MPO has developed a program of projects (POP) through an areawide competitive selection process and certifies that all projects are included in a locally developed, coordinated

## TRANSPORTATION SUBRECIPIENT AGREEMENT

public transit human service transportation plan (coordinated plan) developed and approved through a process that included participation by seniors; individuals with disabilities, representatives of public, private, and nonprofit transportation and human service providers; and other members of the public, and

**WHEREAS**, MPO is interested in acquiring transportation services under an agreement per the eligibility described in 49 U.S.C. 5310(b)(4), and

**WHEREAS**, MPO used the selection process in its Section 5310 Program Management Plan to select a subrecipient of Section 5310 funding to provide transportation services, hereinafter referred to as “Services”, and

**WHEREAS**, Subrecipient meets the definition of “subrecipient” pursuant to 2 CFR Part 200, and

**WHEREAS**, Subrecipient is qualified to do business in the state or states where Services will be performed, and when applicable, has met all legal and regulatory requirements to provide Services in the respective states, and

**WHEREAS**, MPO and Subrecipient wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

**WHEREAS**, Subrecipient is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement, and agrees to comply with all applicable federal-aid transportation related planning and program requirements, so that Subrecipient’s costs under this Agreement will be eligible for federal reimbursement.

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

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

- 1.1 **Effective Date** – This Agreement is effective when executed by the Parties.
- 1.2 **Expiration Date** – This Agreement expires when the last of the following events is completed: The expiration of the Initial Duration, the expiration of any extension of the Initial Duration, and the waiver or completion of the project financial audit and cost.
- 1.3 **Initial Duration** – The initial duration of this Agreement shall begin on **October 1, 2022** and end on **Feb 28, 2025**.

- 1.4 Extension of the Agreement - MPO may, in its sole discretion, extend the duration of this Agreement in writing, for an additional period of time up to, but not to exceed, one-half of the Initial Duration of the Agreement. MPO will notify Subrecipient of an extension to this Agreement approximately one month prior to the expiration of the Initial Duration of the Agreement.
- 1.5 Pre-Award Authority – Pre-award expenses are not authorized, pursuant to the Grant.
- 1.6 Identifying Date – This Agreement may be identified by the date MPO signed the Agreement.
- 1.7 Termination or Suspension – MPO reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

## **SECTION 2. EMPLOYMENT OF THE PROVIDER AND NOTICE TO PROCEED**

- 2.1 The Recipient agrees to undertake certain transportation planning activities identified in 49 USC 5310-Formula Grants for Enhanced Mobility of Seniors and Individuals with disabilities. This Agreement shall be subject to all required provisions of the Federal Transit Administration, hereinafter referred to as “FTA,” as referenced by Grant NE-2020-011-02 and NE-2022-012-00, hereinafter referred to as “the Grant,” outlined in “**Exhibit A - Federal Award**,” attached and incorporated herein by this reference.

## **SECTION 3. SCOPE OF SERVICES**

- 3.1 MPO and Subrecipient understand that the Services provided by Subrecipient must be completed in accordance with all federal-aid reimbursement requirements and conditions. Subrecipient shall provide Services in accordance with terms outlined in “**Exhibit B – Scope of Services**,” attached and incorporated herein by this reference.
- 3.2 Either of the Parties may, from time to time, request changes in the Scope of Services set forth in this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient’s compensation, which are mutually agreed upon by and between the Parties, subject to the approval of the FTA if applicable, and shall be incorporated in written amendments to this Agreement.
- 3.3 Subrecipient will cooperate with MPO in the preparation of information and reports to meet, in a timely manner, the requirements of the FTA. MPO will be provided a copy of data and reports developed as a result of this Agreement.

#### **SECTION 4. PERSONNEL**

- 4.1 Subrecipient 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.
- 4.2 All of the services required hereunder shall be performed by Subrecipient 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.

#### **SECTION 5. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

- 5.1 Subrecipient agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Subrecipient agrees to require any subcontractors to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 5.2 The undersigned duly authorized representative of Subrecipient, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows:

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

#### **SECTION 6. PROJECT BUDGET & COMPENSATION**

- 6.1 Subrecipient's budget for Services is attached as "**Exhibit C – Subrecipient Budget,**" and incorporated herein by this reference.

## TRANSPORTATION SUBRECIPIENT AGREEMENT

- 6.2 Contingent upon receipt of funds authorized by the Grant, MPO agrees to pay Subrecipient for its costs incurred to perform the Services under the terms of this Agreement on a reimbursement basis, not to exceed in any event **\$138,030.00**, less independent audit and inspection fees, if required by MPO or FTA. The Subrecipient agrees to contribute in cash or in services a minimum requirement of **\$138,030.00**.
- 6.3 Eligible Costs are limited to the following:
- 6.3.1 Direct Labor Costs: These are the Subrecipient's costs incurred to pay employees for the time they are working specifically on Services authorized by this Agreement. Reimbursement for direct labor costs are limited to wages, employer-paid taxes, and employer-paid benefits. Wages are limited to the straight-time hourly rate of pay (or equivalent hourly rate if the employee is salaried) for the pay period in which the work was performed.
- 6.3.2 Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to providing the Services authorized by this Agreement, including but not limited to: allocable costs of operating equipment used in performance of this Agreement, or in lieu of actual costs for vehicle usage, vehicle mileage valued at the current IRS published mileage reimbursement rate; lease or procurement of special equipment and materials required for the project; special insurance premiums if required solely for this agreement communication costs; reproduction and printing costs; supplies; and such other allowable items.
- 6.3.3 Contractual Costs: These costs include payments made to authorized subcontractors for goods and services procured to accomplish the Scope of Services in accordance with the terms of this Agreement.
- 6.3.4 Indirect Costs: *Not allowed*.

### **SECTION 7: RECORDS AND AUDITS**

- 7.1 Subrecipient shall establish and maintain accounts for the project in a manner in accordance with applicable provisions of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F. Expenditures shall be in conformance with the standards for allowability of costs and the contract cost principles and procedures set forth in 2 CFR 200.
- 7.2 Subrecipient shall establish and maintain separate accounts for expenditures under the Grant.
- If necessary, the Federal award information needed for the SEFA includes:

**Federal Grantor:** US Department of Transportation - Federal Transit Administration

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

**Program Title:** Enhanced Mobility of Seniors and Individuals with Disabilities

**CFDA Number:** 20.513

**Project Number:** NE-2020-011-02-02 and NE-2022-012-01-00

- 7.3 Subrecipient 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 MPO 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 MPO or federal audit is completed, resolved and closed.

Subrecipient shall at all times afford a representative of MPO 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.

If any amount paid by MPO to Subrecipient under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, Subrecipient shall return such amount to MPO.

## **SECTION 8: SUBMISSION OF VOUCHERS/INVOICES**

- 8.1 Subrecipient may submit monthly, but no less than quarterly, documented invoices of costs incurred for the Services identified in **Exhibit B - Scope of Services**. Such invoices shall account for the expenditure of Federal and Subrecipient shares, shall indicate work program percentage completion, and shall contain a statement of the Subrecipient's estimate of the percentage of work completed and be signed by a responsible representative of the Subrecipient, certifying that all of the items therein are true and correct for the work performed under the terms of this Agreement. MPO shall review each invoice promptly, and upon verifying accuracy and compliance with the terms of this Agreement, shall request funds from FTA pursuant to the Grant, and upon receipt of funds from FTA, shall make payment to Subrecipient. MPO may withhold ten

percent (10%) of the total compensation pending a final audit of this Agreement. MPO shall make final payment upon determination by MPO and FTA that all requirements of this Agreement have been completed, and such determination shall not be unreasonably delayed.

- 8.2 All Subrecipient invoices shall be supported by the documentation of payroll distribution, receipts for direct non-labor costs, invoices from subcontractors, or other documents reasonably required by MPO. Subrecipient shall use actual labor rates for billing purposes.

Subrecipient shall have available a listing of all Subrecipient personnel positions that may be selected or assigned to the work contemplated herein. Such listing shall indicate the title or classification and salary range of each such position. Employees of the Subrecipient shall keep and certify a time record that identifies that their work is directly assignable to the Services authorized in this Agreement, and includes date and hours worked and title of position.

- 8.3 Time Records: 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 records 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.

## **SECTION 9. SUBRECIPIENT'S PERFORMANCE**

### **9.1 Standard of Performance**

Subrecipient shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Subrecipient shall complete the Services exercising good and sound professional judgment and practices. Subrecipient's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

9.2 Quality of Service

Subrecipient agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Subrecipient agrees to permit MPO access at all times to the work product for purposes of reviewing the same and determining that the Services are being performed in accordance with the terms of this Agreement.

9.3 Performance Evaluation

9.3.1 MPO retains the discretion to conduct an evaluation of Subrecipient's performance in the following categories at any time if MPO determines that Subrecipient's performance is not meeting, has not met, or is at risk of not meeting the standards of performance in accordance with the terms of this Agreement: (1) Communication, Cooperation, and Project Management; (2) Schedule; (3) Scope and Budget; and (4) Quality and Technical Performance. MPO will notify Subrecipient in advance of an evaluation and provide necessary instructions and procedures for complying with the evaluation.

9.3.2 Subrecipient shall, to the fullest extent reasonable, implement and make modifications and changes in response to MPO's evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the evaluation. MPO's remedies for substandard performance will apply even in the absence of an evaluation.

9.4 MPO's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed while performing the Services, Subrecipient shall re-perform the Services at no cost to MPO. Further, Subrecipient shall reimburse MPO for any costs incurred by MPO for necessary remedial work. Subrecipient shall respond to MPO's notice of any errors, omissions, or negligence within twenty four (24) hours and give immediate attention to necessary corrections to minimize any delays to Services. If Subrecipient discovers errors, omissions, or negligence in its Services, Subrecipient shall notify MPO of the errors within three (3) business days. Failure of Subrecipient to notify MPO constitutes a breach of this Agreement.

If Subrecipient fails to re-perform the Services, or if MPO determines that Subrecipient will be unable to correct substandard Services before the time specified for completion in this Agreement, MPO may correct such unsatisfactory Services (or by the use of third parties) and charge Subrecipient for the costs incurred.

If MPO requires Subrecipient to remedy any deficiencies in the Services, Subrecipient shall make such corrections at no additional cost to MPO. Any increase or decrease in the Scope of Services or any modification of the specifications will be made only by written agreement signed by the Parties. Subrecipient shall bear legal liability for all damages incurred by MPO caused by Subrecipient's errors, omissions, or negligent acts without liability or expense to MPO. The rights and remedies of MPO provided herein are in addition to any other remedies provided by law.

### **SECTION 10. SUBRECIPIENT'S ACCOUNTABILITY FOR ITS SERVICES**

- 10.1 Subrecipient agrees that MPO will rely on the professional training, experience, performance and ability of Subrecipient. Subrecipient agrees that examination, approval, acceptance, use of, or acquiescence in Subrecipient's Services by MPO or FTA will not be considered a full and comprehensive examination and will not be considered approval of Subrecipient's Services that would relieve Subrecipient from liability or expense connected with Subrecipient's sole responsibility for the propriety and integrity of Subrecipient's Services pursuant to this Agreement. Subrecipient agrees that MPO's declining to approve Subrecipient's Services will not be deemed an acceptance of defective services or relieve Subrecipient of its obligations and liabilities with respect to such defects.
- 10.2 Subrecipient agrees that acceptance or approval of any of the services of Subrecipient by MPO or of payment, partial or final, will not constitute a waiver of any rights of MPO to recover from Subrecipient damages caused by Subrecipient due to error, omission, or negligence of Subrecipient in its services.

### **SECTION 11. SUSPENSION OR TERMINATION**

#### **11.1 Suspension or Termination**

MPO has the absolute right to suspend the work, or terminate this Agreement at any time and for any reason and such action on its part will in no event be deemed a breach

of this Agreement. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which MPO may suspend or terminate this Agreement:

- a. A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project
- b. The Services or the project are abandoned for any reason
- c. Funding priorities have changed
- d. MPO's interests are best protected by suspension or termination of this Agreement
- e. Subrecipient fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties
- f. Subrecipient fails to provide acceptable replacement personnel or qualified new personnel
- g. Subrecipient has not made sufficient progress to assure that the Services are completed in a timely manner
- h. Subrecipient fails to meet the standard of care applicable to the Services
- i. Subrecipient fails to meet the performance requirements of this Agreement
- j. Subrecipient's breach of a provision of this Agreement or failure to meet a condition of this Agreement
- k. Subrecipient's unlawful, dishonest, or fraudulent conduct in Subrecipient's professional capacity

## 11.2 Suspension

**11.2.1 Suspension for Convenience.** If MPO suspends Subrecipient's work for convenience, Subrecipient will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Subrecipient will not be compensated for any Services completed or costs incurred after the date of suspension. Subrecipient shall provide MPO a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

**11.2.2 Suspension for Cause.** If MPO suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Subrecipient, Subrecipient will be given notice of the date of suspension, which

date will be no fewer than three (3) business days after notice is given. The notice of suspension will provide Subrecipient with the reason(s) for the suspension, a timeframe for Subrecipient to correct the deficiencies, and when applicable, and a description of the actions that must be taken for MPO to rescind the suspension. Subrecipient's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of MPO. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

### 11.3 Termination

If MPO terminates this Agreement, Subrecipient will be given notice of the date of termination, which will be no fewer than three (3) business days after notice is given. The notice of termination will provide Subrecipient with a description of the reason(s) for the termination. The notice must specify when the Agreement will be terminated along with the requirements for completion of the work under the Agreement. Subrecipient's right to incur any additional costs will cease at the end of the day of termination or as otherwise provided.

### 11.4 Compensation upon suspension or termination

If MPO suspends the work or terminates the Agreement, Subrecipient must be compensated in accordance with the provisions set out in **Exhibit C – Subrecipient Budget**, provided however, that in the case of suspension or termination for cause or for Subrecipient's breach of this Agreement, MPO will have the power to suspend payments, pending Subrecipient's compliance with the provisions of this Agreement. In the event of termination of this Agreement for cause, MPO may make the compensation adjustments set out in **Exhibit C**.

## **SECTION 12. CONFLICT OF INTEREST**

Subrecipient shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for MPO's project to remain fully eligible for federal funding. By signing this Agreement, Subrecipient certifies that Subrecipient is not aware of any financial or other interest Subrecipient has that would violate the terms of these federal provisions.

### **SECTION 13. FORBIDDING USE OF OUTSIDE AGENTS**

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

### **SECTION 14. GENERAL COMPLIANCE WITH LAWS**

Subrecipient agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Subrecipient is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

### **SECTION 15. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE**

- 15.1 Subrecipient agrees to hold harmless MPO from all claims and liability due to the error, omission, or negligence of Subrecipient or those of Subrecipient's agents or employees in the performance of work under this Agreement. It is expected that in carrying out the work under this Agreement, Subrecipient will make various decisions and judgments and Subrecipient will determine what actions are required by Subrecipient and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Subrecipient from any liability it would otherwise have to MPO in carrying out the work under this Agreement.
- 15.2 For the duration of this Agreement, Subrecipient shall carry insurance as outlined in “**Exhibit D – Insurance**”, attached and incorporated herein by this reference. For any work to be performed by a subcontractor or other person/entity, at any tier, for Subrecipient, Subrecipient shall require that such subcontractor or other person/entity meet the insurance requirements outlined in **Exhibit D**.

### **SECTION 16. SUCCESSORS AND ASSIGNS**

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

### **SECTION 17. DRUG-FREE WORKPLACE POLICY**

Subrecipient's employees and subcontractors shall not use illegal drugs or consume alcohol during work hours and while performing Services under this Agreement. Subrecipient shall have and maintain a current drug-free workplace policy that complies with all provisions of 41 U.S.C. 702, "*Drug free workplace requirements for Federal grant recipients*," and 49 CFR 32.205, "*What must I include in my drug-free workplace statement?*".

### **SECTION 18. DISABILITIES ACT**

Subrecipient agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

### **SECTION 19. DISADVANTAGED BUSINESS ENTERPRISES**

- 19.1 Subrecipient shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subcontracts financed in whole or in part with federal funds under this Agreement.
- 19.2 Subrecipient shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FTA-assisted contracts. Failure of Subrecipient to carry out the requirements set forth above will constitute a breach of this Agreement and, after the notification of the FTA, may result in termination of this Agreement by MPO or such remedy as MPO deems appropriate.

### **SECTION 20. TITLE VI NONDISCRIMINATION CLAUSES**

#### **20.1 Compliance with Regulations**

During the performance of this Agreement, Subrecipient, for itself and its assignees and successors in interest, agrees to comply with the regulations of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR 21 and 27, hereinafter referred to as the Regulations).

#### **20.2 Nondiscrimination**

Subrecipient, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Subrecipient shall not participate

either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

20.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by Subrecipient for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Subrecipient of Subrecipient's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, disability, or national origin.

20.4 Information and Reports

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

20.5 Sanctions for Noncompliance

In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, MPO will impose such agreement sanctions as it or FTA may determine to be appropriate, including but not limited to withholding of payments to Subrecipient under this Agreement until Subrecipient complies, and/or cancellation, termination, or suspension of this Agreement, in whole or in part.

20.6 Incorporation of Provisions

Subrecipient shall include the Title VI nondiscrimination provisions of this Agreement in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. Subrecipient shall take such action with respect to any subagreement or procurement as MPO or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Subrecipient becomes involved in or is threatened with litigation with a subcontractor as a result of such direction,

Subrecipient may request that MPO enter into such litigation to protect the interests of MPO and, in addition, Subrecipient may request that the MPO and the United States enter into such litigation to protect the interests of the MPO and the United States.

## **SECTION 21. SUBLETTING, ASSIGNMENT, OR TRANSFER**

- 21.1 Subrecipient shall not sub-award federal funds authorized by this Agreement to another subrecipient, but Subrecipient may subcontract for goods and services only if MPO has approved such subcontract in advance. Subrecipient must follow all federal requirements pertaining to the procurement of goods and services, including policies defined in FTA Circular 4220.1F (Third Party Contracting Guidance). Subrecipient shall provide to MPO, upon request, proof of the procurement process. Subrecipient understands and agrees that a subcontractor must comply with all applicable federal laws and regulations with regard to federal contracts, and Subrecipient accepts responsibility for any breach of this Agreement caused by a subcontractor's failure to comply with applicable laws and regulations.
- 21.2 Work to be performed by a subcontractor shall be defined in **Exhibit B - Scope of Services**.
- 21.3 No right-of-action against MPO will accrue to any subcontractor by reason of this Agreement.
- 21.4 In accordance with the terms of this Agreement and 49 CFR 26, Subrecipient shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts, and must provide to MPO and FTA, upon request, to provide documentation of Subrecipient's efforts to employ a disadvantaged business enterprise.

## **SECTION 22. SUBRECIPIENT CERTIFICATIONS**

The undersigned duly authorized representative of Subrecipient, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

- 22.1 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual cost-plus-fixed-fee, or specific rates of compensation type professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Agreement are accurate, complete, and current as of the date of this Agreement. I agree that the original

contract price and any additions thereto shall be adjusted to exclude any significant sums by which MPO determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

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

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

### **SECTION 23. DEBARMENT AND SUSPENSION**

The Subrecipient 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]

### **SECTION 24. ENTIRE AGREEMENT**

This Agreement, including all exhibits and incorporations specified herein, constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

TRANSPORTATION SUBRECIPIENT AGREEMENT

**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 \_\_\_\_\_  
Michael Helgerson  
Executive Director

FLORENCE HOME FOR THE AGED

Attest: \_\_\_\_\_ by \_\_\_\_\_ Date \_\_\_\_\_  
Lois Jordan  
President and CEO

APPROVED AS TO LEGAL FORM:

DATE \_\_\_\_\_

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

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

## Award

<b>Federal Award Identification Number (FAIN)</b>	NE-2020-011-02
<b>Temporary Application Number</b>	1856-2020-1
<b>Award Name</b>	2019 5310 Administration and Acquisition of Service
<b>Award Status</b>	Active (Executed)
<b>Award Budget Number</b>	0

<b>Period of Performance Start Date</b>	6/1/2020	
<b>Original Period of Performance End Date</b>	12/31/2021	
<b>Current Period of Performance End Date</b>	1/30/2025	Revision #: 2

## Part 1: Recipient Information

**Name: Omaha-council Bluffs Metropolitan Area Planning Agency**

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1856	Planning Commission	OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY	KXGPJGCT8F23	107603896

Location Type	Address	City	State	Zip
Headquarters				
Physical Address	2222 CUMING ST	Omaha	NE	68102
Mailing Address	2222 CUMING ST	OMAHA	NE	68102

## Union Information

There are no union contacts for this application

## Part 2: Award Information

<b>Title: 2019 5310 Administration and Acquisition of Service</b>
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FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
NE-2020-011-02	Active (Executed)	Grant	5/24/2022	5/24/2022	No

**Award Executive Summary**

## Amendment 02

All new Amendment 02 activities are listed as Project 4 on the proposed budget. This application is requesting lapsing FY2020 5310 funds in the amount of \$371,440 with a local share of \$311,440 for a total grant amount of \$682,880.

**Purpose of the Award**

This award will fund contracts for paratransit service in the Omaha-Council Bluffs metro area. The service providers MAPA will contract with were selected as part of the project selection process outlined in MAPA's Coordinated Transit Plan and Section 5310 Program Management Plan.

**Activities to be Performed**

MAPA will contract with service providers to operate paratransit service for the elderly and individuals with disabilities.

**Expected Outcomes**

MAPA expects this award will improve paratransit service in the Omaha-Council Bluffs region and help keep existing service at its current level. Much of the region is underserved by public transportation and this award will enable continued service to some of these areas.

**Intended Beneficiaries**

MAPA intends that a portion of the population of elderly and persons with disabilities within the Omaha-Council Bluffs metro area will benefit from the outcomes of this award.

**I. Program Source - Section 5310 Funding****II. Federal Fiscal Years of Funding**

This amendment includes lapsing FFY2020 Section 5310 funding in the amount of \$371,440.

**III. Local Funding**

Matching funds will be provided by contract service providers, specific sources are described below. The total amount of matching funds for this grant is \$311,440

Black Hills Works, implementing NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration: Local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation.

Florence Home for the Aged, implementing NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration: Local match provided by Florence Home's non-profit donation funds.

New Cassel Retirement Center, implementing NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration: Local match provided by the New Cassel Foundation's donation funds.

Eastern Nebraska Community Action Partnership (ENCAP), implementing NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration: Local match provided by ENCAP's non-profit donation funds.

Heartland Family Service, implementing NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration: Local match provided by HFS' non-profit donation funds.

**IV. Force Account**

MAPA is not using a force account for any budget items within this grant.

#### V. Projects

NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration - \$371,440

MAPA Program Administration - \$60,000

This amount is 9.9% of the total FY2020 regional apportionment of \$600,960. \$371,440 of the apportionment is included in this amendment, \$198,520 is included in the original application and first amendment, and \$31,000 is included in Iowa DOT's grant 1812-2021-8. MAPA nor any other entity has applied for administrative funding from the FY2020 apportionment before now.

Contracts implementing NE-2020-011-02-P4 - \$311,440

#### VII. Supporting Documents Attached to this Grant

Program of Projects

MAPA's 2050 Long Range Transportation Plan

MAPA's FY2022 Transportation Improvement Program

MAPA's FY2022 Unified Planning Work Program

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#### Amendment 01

##### Purpose of the Award

This award will fund service contracts with paratransit providers in the Omaha-Council Bluffs metro area. These contracts were selected as part of the project selection process outlined in MAPA's Coordinated Transit Plan and Section 5310 Program Management Plan.

##### Activities to be Performed

MAPA will contract with local agencies to provide transportation service.

##### Expected Outcomes

MAPA expects this award will fill gaps in the transportation system left by fixed route and related ¼ mile service. Much of the region is underserved by public transportation and this award will enable continued service to some of these areas.

##### Intended Beneficiaries

MAPA intends that a portion of the population of elderly and persons with disabilities within the Omaha-Council Bluffs metro area will benefit from the outcomes of this award.

##### Subrecipient Activities

Black Hills Works provides employment-related transportation service to disabled individuals in the region.

Florence Home for the Aged provides medical and recreational trips for its elderly clients.

Heartland Family Service's Ways to Work program provides employment-related transportation throughout the region, including service for persons with disabilities.

New Cassel Retirement Center provides medical and recreational trips for its elderly clients.

#### I. Program Source - FTA Section 5310 Funding

#### II. Federal Fiscal Years of Funding

FY2019 = \$185,571 (Lapsing)

FY2020 = \$147,090

### III. Local Funding

Matching funds will be provided by subrecipients, specific sources are described with each funding amount below. The total amount of matching funds for this amendment is \$573,240.

### VI. 55/45 Tradition-New Freedom Split

84.37% Traditional

15.63% New Freedom

### V. Force Account

MAPA is not using a force account for any budget items within this grant.

### VI. Projects

1856-2020-1-P1 - 3rd Party Service Contracts & Administration (\$332,661 total, comprised of amounts below)

2019 (\$185,571 total, comprised of amounts below)

Nebraska DOT: \$133,580 (50% local match provided by state tax revenue)

MAPA Administration: \$51,991

2020 (\$147,090 total, comprised of amounts below)

Black Hills Works: \$33,160 (50% local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)

City of Council Bluffs: \$88,500 (50% local match provided by Council Bluffs' tax revenue and fare box)

Florence Home for the Aged: \$13,230 (50% local match provided by Florence Home's non-profit donation funds)

Heartland Family Service: \$8,400 (50% local match provided by HFS' non-profit donation funds)

New Cassel Retirement Center: \$3,800 (50% local match provided by the New Cassel Foundation's donation funds)

### VII. Supporting Documents Attached to this Grant

MAPA's FY2021 TIP

MAPA's 2050 LRTP

Program of Projects

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### Original Application

This grant will provide MAPA's subrecipients with funding to continue paratransit service in the Omaha metro area. Funds will be used for 3rd party service contracts and administration.

### FUNDING

This application uses lapsing FY2017 Section 5310 funds along with FY2018, FY2019, and FY2020 Section 5310 funds.

MAPA is only applying for a portion of the region's remaining FY2019 and FY2020 Section 5310 funds because the balance will be applied for by the Nebraska Department of Transportation and Iowa Department of Transportation.

This application uses the following amounts of Section 5310 funds:

FY2017 = \$185,453

FY2018 = \$175,796

FY2019 = \$142,220

FY2020 = \$51,430

MAPA's Section 5310 Program of Projects adheres to the 55%/45% restriction on Traditional and New Freedom projects, respectively. For the fiscal years of funding included in this grant, MAPA's

Traditional/New Freedom breakdown is as follows:

FY2017: 91% Traditional, 9% New Freedom

FY2018: 90% Traditional, 10% New Freedom

FY2019: 91% Traditional, 9% New Freedom

FY2020: 59% Traditional, 9% New Freedom, 32% Unprogrammed

Additional details on MAPA's 5310 program, including a the proportional split between Traditional and New Freedom projects, can be found in MAPA's online TIP: <https://mapacog.knack.com/2020-transportation-improvement-program#fta5310/>

Projects Included in this Application:

1856-2020-1-P1 - 3rd Party Service Contracts (\$573,947)

FY17 3rd Party Contracted Services (\$59,261)

- Intercultural Senior Center - \$19,838 (local match provided by ISC's non-profit donation funds)
- Black Hills Works - \$14,548 (local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)
- City of Council Bluffs - \$24,875 (local match provided by Council Bluffs' tax revenue and fare box)

FY18 3rd Party Contracted Services (\$120,796)

- City of Council Bluffs - \$45,796 (local match provided by Council Bluffs' tax revenue and fare box)
- Black Hills Works - \$37,500 (local match provided by Florence Home's non-profit donation funds)
- Florence Home for the Aged - \$37,500 (local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)

FY19 3rd Party Contracted Services (\$142,220)

- City of Council Bluffs - \$93,280 (local match provided by Council Bluffs' tax revenue and fare box)
- Florence Home for the Aged - \$5,280 (local match provided by Florence Home's non-profit donation funds)
- Black Hills Works - \$43,660 (local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)

FY20 3rd Party Contracted Services (\$51,430)

- Florence Home for the Aged - \$13,230 (local match provided by Florence Home's non-profit donation funds)
- Black Hills Works - \$38,200 (local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)

Acquire ADP Hardware (\$76,192)

- FY17: Metro Transit AVL Project - \$76,192 (local match provided by Metro Transit's tax revenue and fare box)

FY17 Program Administration (\$50,000)

- FY17: MAPA program administration - \$50,000

FY18 Program Administration (\$55,000)

- FY18: MAPA program administration - \$55,000

#### **Frequency of Milestone Progress Reports (MPR)**

Annual

#### **Frequency of Federal Financial Reports (FFR)**

Annual

#### **Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

#### **Pre-Award Authority**

This award is using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

Yes, this Grant will use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award is applying an approved Indirect cost rate(s).

*Indirect Rate Details:* MAPA intends to apply indirect costs in its use of administrative funding. MAPA has an approved indirect cost rate and documentation is attached to this grant.

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

## Award Description

**Purpose**

*None provided.*

**Activities to be performed:**

*None provided.*

**Expected outcomes:**

*None provided.*

**Intended beneficiaries:**

*None provided.*

**Subrecipient Activities:**

*None provided.*

## Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Courtney	Barber	Transportation Planner	cbarber@mapacog.org	402-444-6866 219
	shannon.graves@dot.gov	Transportation Program Specialist		

## Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$1,259,000
Local			\$849,822
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0

Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$2,108,822</b>

## Award Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NE-2020-011-01-02	610-00 (610-A2)	STATE / PROGRAMS ADMINISTRATION	\$156,991.00	\$0.00	\$156,991.00	3
NE-2020-011-01-02		11.80.00 FY17 PROGRAM ADMINISTRATION	\$50,000.00	\$0.00	\$50,000.00	1
NE-2020-011-01-02		11.80.00 FY18 PROGRAM ADMINISTRATION	\$55,000.00	\$0.00	\$55,000.00	1
NE-2020-011-01-02		11.80.00 AMEND #1 - FY19 Program Administration	\$51,991.00	\$0.00	\$51,991.00	1
NE-2020-011-01-02	641-00 (641-A1)	5310 PROJECTS	\$730,569.00	\$538,382.00	\$1,268,951.00	5
NE-2020-011-01-02		11.42.07 ACQUIRE - ADP HARDWARE	\$76,192.00	\$19,048.00	\$95,240.00	1
NE-2020-011-01-02		11.71.13 FY17 3RD PARTY CONTRACTED SERVICES (BHW, ISC, CB)	\$59,261.00	\$14,815.00	\$74,076.00	1
NE-2020-011-01-02		11.71.13 FY18 3RD PARTY CONTRACTED SERVICES (CB)	\$120,796.00	\$30,199.00	\$150,995.00	1
NE-2020-011-01-02		11.71.13 FY19 3RD PARTY CONTRACTED SERVICES (CB, FH, BHW)	\$275,800.00	\$275,800.00	\$551,600.00	1
NE-2020-011-01-02		11.71.13 FY20 3RD PARTY CONTRACTED SERVICES (BHW, FH, HFS, NC)	\$198,520.00	\$198,520.00	\$397,040.00	1
NE-2020-011-02-02	610-00 (610-A4)	STATE / PROGRAMS ADMINISTRATION	\$60,000.00	\$0.00	\$60,000.00	0
NE-2020-011-02-02		11.80.00 Amendment #2 - STATE OR	\$60,000.00	\$0.00	\$60,000.00	0

PROGRAM ADMINISTRATION						
NE-2020-011-02-02	641-00 (641-A3)	5310 PROJECTS		\$311,440.00	\$311,440.00	\$622,880.00 0
NE-2020-011-02-02		Amendment #2 - 3RD PARTY 11.71.13 CONTRACTED SERVICES (5310 ONLY)		\$311,440.00	\$311,440.00	\$622,880.00 0

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
NE-16-X 117	NE-2020-011-01-02	STATE / PROGRAMS ADMINISTRATION	610-00 (610)	A2	3104 90	Omaha, NE-IA	2017.25.1 6.DL.2	06	Enh Mob Seniors/Disabl - > 200K	\$0	\$105,000
NE-16-X 117	NE-2020-011-01-02	5310 PROJECTS	641-00 (641)	A1	3104 90	Omaha, NE-IA	2017.25.1 6.DL.2	00	Enh Mob Seniors/Disabl - > 200K	\$0	\$80,453
NE-16-X 117	NE-2020-011-01-02	5310 PROJECTS	641-00 (641)	A1	3104 90	Omaha, NE-IA	2018.25.1 6.DL.2	00	Enh Mob Seniors/Disabl - > 200K	\$0	\$175,796
NE-16-X 117	NE-2020-011-01-02	5310 PROJECTS	641-00 (641)	A1	3104 90	Omaha, NE-IA	2019.25.1 6.DL.2	00	Enh Mob Seniors/Disabl - > 200K	\$0	\$275,800
NE-16-X 117	NE-2020-011-01-02	5310 PROJECTS	641-00 (641)	A1	3104 90	Omaha, NE-IA	2020.25.1 6.DL.2	00	Enh Mob Seniors/Disabl - > 200K	\$0	\$198,520
NE-16-X 117	NE-2020-011-01-02	STATE / PROGRAMS ADMINISTRATION	610-00 (610)	A2	3104 90	Omaha, NE-IA	2019.25.1 6.DL.2	06	Enh Mob Seniors/Disabl - > 200K	\$0	\$51,991
NE-16-X 117	NE-2020-011-02-02	5310 PROJECTS	641-00 (641)	A3	3104 90	Omaha, NE-IA	2020.25.1 6.DL.2	00	Enh Mob Seniors/Disabl - > 200K	\$311,440	\$311,440
NE-16-X 117	NE-2020-011-02-02	STATE / PROGRAMS ADMINISTRATION	610-00 (610)	A4	3104 90	Omaha, NE-IA	2020.25.1 6.DL.2	06	Enh Mob Seniors/Disabl - > 200K	\$60,000	\$60,000

## Part 3: Project Information

<b>Project Title: 2019-2020 3rd Party Service Contracts &amp; Administration</b>
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Project Number	Temporary Project Number	Date Created	Start Date	End Date
NE-2020-011-01-02	1856-2020-1-P1	5/24/2022	12/18/2018	6/30/2022

**Project Description**

Amendment 01 Projects Included in this Amendment:

1856-2020-1-P1 - 3rd Party Service Contracts & Administration (\$332,661)

2019 (\$185,571)

- Nebraska DOT: \$133,580 (local match provided by state tax revenue)
- MAPA Administration: \$51,991

2020 (\$147,090)

- Black Hills Works: \$33,160 (local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)
- City of Council Bluffs: \$88,500 (local match provided by Council Bluffs' tax revenue and fare box)
- Florence Home for the Aged: \$13,230 (local match provided by Florence Home's non-profit donation funds)
- Heartland Family Service: \$8,400 (local match provided by HFS' non-profit donation funds)
- New Cassel Retirement Center: \$3,800 (local match provided by the New Cassel Foundation's donation funds)

MAPA will acquire paratransit service from providers selected through a competitive application process. Service providers include cities and non-profit organizations within the MAPA MPO area.

**Project Benefits**

This project provides continuing support for paratransit services in the MAPA region, helping elderly and disabled individuals access transportation.

**Additional Information**

*None provided.*

**Location Description**

This project will serve residents in Sarpy and Douglas Counties in Nebraska's 1st and 2nd Congressional Districts, as well as residents in Pottawattamie County in Iowa's 3rd Congressional District.

**Project Location (Urbanized Areas)**

UZA Code	Area Name
310490	Omaha, NE-IA

**Congressional District Information**

State	District	Representative
Nebraska	1	Jeff Fortenberry
Nebraska	2	Don Bacon
Iowa	3	Cindy Axne

## Program Plan Information

### STIP/TIP

Date: 3/25/2021

Description: The 5310 Program of Projects in MAPA's FY2021 TIP can be accessed at <https://mapacog.knack.com/2020-transportation-improvement-program#fta5310/>

### UPWP

Date: N/A

Description: N/A

### Long Range Plan

Date: 10/22/2020

Description: See page 6-20 for planned FTA Section 5310 projects.

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$887,560
Local			\$538,382
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$1,425,942</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NE-2020-011-01-02	610-00 (610-A2) STATE / PROGRAMS ADMINISTRATION	\$156,991.00	\$0.00	\$156,991.00	3
NE-2020-011-01-02	11.80.00 FY17 PROGRAM ADMINISTRATION	\$50,000.00	\$0.00	\$50,000.00	1
NE-2020-011-01-02	11.80.00 FY18 PROGRAM ADMINISTRATION	\$55,000.00	\$0.00	\$55,000.00	1
NE-2020-011-01-02	11.80.00 AMEND #1 - FY19 Program Administration	\$51,991.00	\$0.00	\$51,991.00	1

NE-2020-011-01-02	641-00 (641-A1)	5310 PROJECTS		\$730,569.00	\$538,382.00	\$1,268,951.00	5
NE-2020-011-01-02		11.42.07 ACQUIRE - ADP HARDWARE		\$76,192.00	\$19,048.00	\$95,240.00	1
NE-2020-011-01-02		11.71.13 FY17 3RD PARTY CONTRACTED SERVICES (BHW, ISC, CB)		\$59,261.00	\$14,815.00	\$74,076.00	1
NE-2020-011-01-02		11.71.13 FY18 3RD PARTY CONTRACTED SERVICES (CB)		\$120,796.00	\$30,199.00	\$150,995.00	1
NE-2020-011-01-02		11.71.13 FY19 3RD PARTY CONTRACTED SERVICES (CB, FH, BHW)		\$275,800.00	\$275,800.00	\$551,600.00	1
NE-2020-011-01-02		11.71.13 FY20 3RD PARTY CONTRACTED SERVICES (BHW, FH, HFS, NC)		\$198,520.00	\$198,520.00	\$397,040.00	1

## Project Budget Activity Line Items

### Budget Activity Line Item: 11.71.13 - FY17 3RD PARTY CONTRACTED SERVICES (BHW, ISC, CB)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.71.13	3RD PARTY CONTRACTED SERVICES (5310 ONLY)	3RD PARTY CONTRACTS	1

#### Extended Budget Description

This line items uses FY17 5310 funding for the acquisition of 3rd party contracted service in the MAPA region. Specifically, this line item will provide funds for Black Hills Works, Intercultural Senior Center, and the City of Council Bluffs, three organizations selected for operations funding by MAPA's Coordinated Transit Committee. The service period is expected to begin July 31, 2020 and end December 31, 2020.

#### Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$59,261
Local			\$14,815
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0

Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$74,076</b>

Milestone Name	Est. Completion Date	Description
Start Date	7/31/2020	MAPA will contract with Black Hills Works, Intercultural Senior Center, and the City of Council Bluffs by the end of July 2020.
End Date	12/31/2020	MAPA will contract with Black Hills Works, Intercultural Senior Center, and the City of Council Bluffs by the end of January 2020.

**Budget Activity Line Item: 11.71.13 - FY18 3RD PARTY CONTRACTED SERVICES (CB)**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.71.13	3RD PARTY CONTRACTED SERVICES (5310 ONLY)	3RD PARTY CONTRACTS	1

**Extended Budget Description**

This line items uses FY18 5310 funding for the acquisition of 3rd party contracted service in the MAPA region. Specifically, this line item will provide funds for the City of Council Bluffs as selected by MAPA's Coordinated Transit Committee. The service period is expected to begin July 31, 2020 and end December 31, 2020.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$120,796
Local			\$30,199
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$150,995</b>

Milestone Name	Est. Completion Date	Description
Start Date	7/31/2020	MAPA will contract with the City of Council Bluffs by the end of July 2020.

End Date	12/31/2020	MAPA's contract with the City of Council Bluffs will be complete by the end of December 2020.
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**Budget Activity Line Item: 11.71.13 - FY19 3RD PARTY CONTRACTED SERVICES (CB, FH, BHW)**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.71.13	3RD PARTY CONTRACTED SERVICES (5310 ONLY)	3RD PARTY CONTRACTS	1

**Extended Budget Description**

Amendment 1: Funding is being added to this line item in the amount of \$133,580 for a contract with the Nebraska DOT. The contract is expected to begin December 2021 and last for one year, ending in December 2022.

Original: This line items uses FY19 5310 funding for the acquisition of 3rd party contracted service in the MAPA region. Specifically, this line item will provide funds for Black Hills Works, Florence Home for the Aged, and the City of Council Bluffs, three organizations selected by MAPA's Coordinated Transit Committee.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$275,800
Local			\$275,800
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$551,600</b>

Milestone Name	Est. Completion Date	Description
Start Date	7/31/2020	MAPA will contract with Black Hills Works, Florence Home for the Aged, and the City of Council Bluffs by the end of July 2020.
End Date	12/31/2020	MAPA's contracts with Black Hills Works, Florence Home for the Aged, and the City of Council Bluffs will be complete by the end of December 2020.

**Budget Activity Line Item: 11.42.07 - ACQUIRE - ADP HARDWARE**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.42.07	ACQUIRE - ADP HARDWARE	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

**Extended Budget Description**

This line item is for the acquisition of hardware components for Metro Transit's AVL project.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$76,192
Local			\$19,048
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$95,240</b>

Milestone Name	Est. Completion Date	Description
Start Date	7/31/2020	MAPA will enter an agreement with Metro Transit by the end of July 2020.
End Date	12/31/2020	MAPA's agreement with Metro Transit will be complete by the end of December 2020.

**Budget Activity Line Item: 11.80.00 - FY17 PROGRAM ADMINISTRATION**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
STATE / PROGRAMS ADMINISTRATION (610-00)	11.80.00	STATE OR PROGRAM ADMINISTRATION	STATE / PROGRAM ADMINISTRATION	1

**Extended Budget Description**

This line item is for MAPA's administration of the 5310 program.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$50,000
Local			\$0
Local/In-Kind			\$0
State			\$0

State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$50,000</b>

Milestone Name	Est. Completion Date	Description
Start Date	12/18/2018	
End Date	6/30/2020	

**Budget Activity Line Item: 11.80.00 - FY18 PROGRAM ADMINISTRATION**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
STATE / PROGRAMS ADMINISTRATION (610-00)	11.80.00	STATE OR PROGRAM ADMINISTRATION	STATE / PROGRAM ADMINISTRATION	1

**Extended Budget Description**

This line item is for MAPA's administration of the 5310 program.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$55,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$55,000</b>

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2020	
End Date	6/30/2021	

**Budget Activity Line Item: 11.71.13 - FY20 3RD PARTY CONTRACTED SERVICES (BHW, FH, HFS, NC)**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.71.13	3RD PARTY CONTRACTED SERVICES (5310 ONLY)	3RD PARTY CONTRACTS	1

**Extended Budget Description**

Amendment 1: Funding is added to this line item in the amount of \$147,090 for additional service contracts with Black Hills Works, New Cassel, Heartland Family Service, Florence Home for the Aged, and the City of Council Bluffs. These contracts are expected to begin December 2021 and last for one year, ending in December 2022.

Original: This line items uses FY20 5310 funding for the acquisition of 3rd party contracted service in the MAPA region. Specifically, this line item will provide funds for Black Hills Works, New Cassel, Heartland Family Service, and Florence Home for the Aged, four organizations selected for funding by MAPA's Coordinated Transit Committee.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$198,520
Local			\$198,520
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$397,040</b>

Milestone Name	Est. Completion Date	Description
Start Date	12/31/2020	MAPA anticipates contracting with subrecipients by the end of December 2020.
End Date	12/31/2021	MAPA anticipates subrecipient contracts will be complete by December 2021.

**Budget Activity Line Item: 11.80.00 - AMEND #1 - FY19 Program Administration**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
STATE / PROGRAMS ADMINISTRATION (610-00)	11.80.00	STATE OR PROGRAM ADMINISTRATION	STATE / PROGRAM ADMINISTRATION	1

**Extended Budget Description**

This grant is applying for \$51,991 of MAPA's FY19 5310 apportionment (\$575,081) which will be utilized for MAPA's program administration activities. This amount is equivalent to 9% of the total apportionment

which is within the 10% limitation allowed. No costs have yet been incurred on administration of the program that will use these FY2019 funds.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$51,991
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$51,991</b>

Milestone Name	Est. Completion Date	Description
Start Date	6/30/2021	MAPA plans to begin using FY19 admin funds in the summer of 2021.
End Date	6/30/2022	MAPA intends to finish using FY19 admin funds in the summer of 2022.

## Project Environmental Findings

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/26/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
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5310		FY17 3RD PARTY			
PROJECTS	11.71.13	CONTRACTED SERVICES	1	\$59,261.00	\$74,076.00
(641-00)		(BHW, ISC, CB)			

**Finding: Class II(c) - Categorical Exclusions (C-List)**
**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/26/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310		FY18 3RD PARTY			
PROJECTS	11.71.13	CONTRACTED SERVICES	1	\$120,796.00	\$150,995.00
(641-00)		(CB)			

**Finding: Class II(c) - Categorical Exclusions (C-List)**
**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	8/31/2021

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310		FY19 3RD PARTY			
PROJECTS	11.71.13	CONTRACTED SERVICES	1	\$275,800.00	\$551,600.00
(641-00)		(CB, FH, BHW)			

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	5/26/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310 PROJECTS (641-00)	11.42.07	ACQUIRE - ADP HARDWARE	1	\$76,192.00	\$95,240.00

**Finding: Class II(c) - Categorical Exclusions (C-List)****Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/26/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
STATE / PROGRAMS ADMINISTRATION (610-00)	11.80.00	FY17 PROGRAM ADMINISTRATION	1	\$50,000.00	\$50,000.00

**Finding: Class II(c) - Categorical Exclusions (C-List)****Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment

and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/26/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
STATE / PROGRAMS ADMINISTRATION (610-00)	11.80.00	FY18 PROGRAM ADMINISTRATION	1	\$55,000.00	\$55,000.00

#### Finding: Class II(c) - Categorical Exclusions (C-List)

##### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	8/31/2021

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310 PROJECTS (641-00)	11.71.13	FY20 3RD PARTY CONTRACTED SERVICES (BHW, FH, HFS, NC)	1	\$198,520.00	\$397,040.00

#### Finding: Class II(c) - Categorical Exclusions (C-List)

##### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	8/31/2021

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
STATE / PROGRAMS ADMINISTRATION (610-00)	11.80.00	AMEND #1 - FY19 Program Administration	1	\$51,991.00	\$51,991.00

**Project Title: 2020 3rd Party Contracts & Administration**

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NE-2020-011-02-02	NE-2020-011-02-P4	5/24/2022	7/31/2022	9/30/2024

**Project Description**

This project provides for contracted paratransit service throughout the MAPA region.

**Project Benefits**

MAPA expects this award will improve paratransit service in the Omaha-Council Bluffs region and help keep existing service at its current level. Much of the region is underserved by public transportation and this award will enable continued service to some of these areas. MAPA intends that a portion of the population of elderly and persons with disabilities within the Omaha-Council Bluffs metro area will benefit from the outcomes of this award.

**Additional Information**

*None provided.*

**Location Description**

This project will serve residents of Nebraska's 1st and 2nd congressional districts in Sarpy and Douglas Counties as well as residents of Iowa's 3rd congressional district in Pottawattamie county.

**Project Location (Urbanized Areas)**

UZA Code	Area Name
310000	Nebraska
310490	Omaha, NE-IA

**Congressional District Information**

State	District	Representative
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Nebraska	1	Jeff Fortenberry
Nebraska	2	Don Bacon
Iowa	3	Cindy Axne

## Program Plan Information

### STIP/TIP

Date: 6/24/2021

Description: MAPA's 5310 program can be found on pages 25-26 of the 2022 TIP. Additionally, the amended program can be found online at <https://mapacog.knack.com/2022-transportation-improvement-program#fta5310/>

### UPWP

Date: 6/24/2021

Description: Contracts for MAPA's 5310 program can be found on page 36.

### Long Range Plan

Date: 9/24/2020

Description: MAPA's 5310 program can be found on page 6-20 of the 2050 LRTP.

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$371,440
Local			\$311,440
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$682,880</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NE-2020-011-02-02	610-00 (610-A4) STATE / PROGRAMS ADMINISTRATION	\$60,000.00	\$0.00	\$60,000.00	0
NE-2020-011-02-02	11.80.00 Amendment #2 - STATE OR	\$60,000.00	\$0.00	\$60,000.00	0

PROGRAM ADMINISTRATION						
NE-2020-011-02-02	641-00 (641-A3)	5310 PROJECTS	\$311,440.00	\$311,440.00	\$622,880.00	0
NE-2020-011-02-02	11.71.13	Amendment #2 - 3RD PARTY CONTRACTED SERVICES (5310 ONLY)	\$311,440.00	\$311,440.00	\$622,880.00	0

## Project Budget Activity Line Items

### Budget Activity Line Item: 11.80.00 - Amendment #2 - STATE OR PROGRAM ADMINISTRATION

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
STATE / PROGRAMS ADMINISTRATION (610-00)	11.80.00	STATE OR PROGRAM ADMINISTRATION	STATE / PROGRAM ADMINISTRATION	0

#### Extended Budget Description

This item is for MAPA's administration of the regional 5310 program. State Administration is being applied for in the amount of \$60,000 from the 5310 FY2020 apportionment amount of \$600,960. The percentage being used for State admin from the FY20 apportionment is 9.9% and does not exceed the 10% maximum allowed for State Administration activities.

#### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$60,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$60,000</b>

Milestone Name	Est. Completion Date	Description
Start Date	12/31/2022	MAPA expects to begin using FY2020 administration funding by the end of December 2022.

End Date	12/31/2023	MAPA expects to finish using FY2020 administration funding by the end of December 2023.
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**Budget Activity Line Item: 11.71.13 - Amendment #2 - 3RD PARTY CONTRACTED SERVICES (5310 ONLY)**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.71.13	3RD PARTY CONTRACTED SERVICES (5310 ONLY)	3RD PARTY CONTRACTS	0

**Extended Budget Description**

This line item is for paratransit service contracts with the following agencies:

Black Hills Works

ENCAP

Florence Home for the Aged

Heartland Family Service

New Cassel Retirement Center

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$311,440
Local			\$311,440
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$622,880</b>

Milestone Name	Est. Completion Date	Description
Contract Start Date	7/31/2022	MAPA expects to begin contracts with service providers by the end of July 2022.
Contract End Date	9/30/2024	MAPA expects all contracts to be complete by the end of September 2024.

## Project Environmental Findings

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project

description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

#### **Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

<b>Date Description</b>	<b>Date</b>
Class IIc CE Approved	7/22/2022

## **Part 4: Fleet Details**

No fleet data exists for this application.

## **Part 5: FTA Review Comments**

### **Application Review Comments**

**Comment By** Shannon Graves

Comment Type Application Details

Date 5/25/2022

Initial Comment:.

Comment 1. There is a 10% cap on the amount of State/Program Administration you can program for this application. This amendment is requesting \$371,400 therefore the maximum amount for State/Program Admin can only be \$37,144. Currently the budget has \$60,000 programmed for this activity. Please adjust the budget to reflect the appropriate amount. The difference of \$22,856 should be added to the 3rd Party Contract Services activity. Please be aware this change will effect the language provided in the Executive Summary so please make sure to update that narrative as well.

### **Application Review Comments**

**Comment By** Shannon Graves

Comment Type Pre-Award Manager Returns Application

Date 5/25/2022

Initial Comment:

Comment 1. There is a 10% cap on the amount of State/Program Administration you can program for this application. This amendment is requesting \$371,400 therefore the maximum amount for State/Program Admin can only be \$37,144. Currently the budget has \$60,000 programmed for this activity. Please adjust the budget to reflect the appropriate amount. The difference of \$22,856 should be added to the 3rd Party Contract Services

activity. Please be aware this change will effect the language provided in the Executive Summary so please make sure to update that narrative as well.

**Comment By Shannon Graves**

Comment Type	Pre-Award Manager Returns Application
Date	6/27/2022
Comment	1) attach current indirect cost rate; 2) State Admn ALI 11.80.00 needs to be placed under scope 610-00; 3) please provide in the State admin 11.80.00 Extended Budget description (EBD) similar to the following statement: State Administration is being applied for in the amount of \$60k from the 5310 FY2020 apportionment amount of \$XXX,XXX. The percentage being used for State admin from the FY20 is XX% (60,000 divided by \$XXX,XXX FY20 apportionment amount) and does not exceed the 10% maximum allowed for State Administration activities.

## Application Review Comments

**Comment By Gerri Doyle**

Comment Type	Environmental Findings
Date	7/22/2022
Project Title	2020 3rd Party Contracts & Administration
Project Number	NE-2020-011-02-02
Comment	The proposed operating assistance activity for contracted service is found compliant as a Categorical Exclusion under 23 CFR Part 771.118 (c)(4).

**Comment By Gerri Doyle**

Comment Type	Environmental Findings
Date	7/22/2022
Project Title	2020 3rd Party Contracts & Administration
Project Number	NE-2020-011-02-02
Comment	The proposed program administration activity is found compliant as a Categorical Exclusion under 23 CFR Part 771.118 (c)(4).

## Part 6: Agreement

**UNITED STATES OF AMERICA**  
**DEPARTMENT OF TRANSPORTATION**  
**FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-29, October 1, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(29), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: Omaha-council Bluffs Metropolitan Area Planning Agency

Recipient ID: 1856

UEI: KXGPJGCT8F23

DUNS: 107603896

**Award Information**

Federal Award Identification Number: NE-2020-011-02

Award Name: 2019 5310 Administration and Acquisition of Service

Award Start Date: 6/1/2020

Original Award End Date: 12/31/2021

Current Award End Date: 1/30/2025

Award Executive Summary: Amendment 02

All new Amendment 02 activities are listed as Project 4 on the proposed budget. This application is requesting lapsing FY2020 5310 funds in the amount of \$371,440 with a local share of \$311,440 for a total grant amount of \$682,880.

#### Purpose of the Award

This award will fund contracts for paratransit service in the Omaha-Council Bluffs metro area. The service providers MAPA will contract with were selected as part of the project selection process outlined in MAPA's Coordinated Transit Plan and Section 5310 Program Management Plan.

#### Activities to be Performed

MAPA will contract with service providers to operate paratransit service for the elderly and individuals with disabilities.

#### Expected Outcomes

MAPA expects this award will improve paratransit service in the Omaha-Council Bluffs region and help keep existing service at its current level. Much of the region is underserved by public transportation and this award will enable continued service to some of these areas.

#### Intended Beneficiaries

MAPA intends that a portion of the population of elderly and persons with disabilities within the Omaha-Council Bluffs metro area will benefit from the outcomes of this award.

#### I. Program Source - Section 5310 Funding

#### II. Federal Fiscal Years of Funding

This amendment includes lapsing FFY2020 Section 5310 funding in the amount of \$371,440.

#### III. Local Funding

Matching funds will be provided by contract service providers, specific sources are described below. The total amount of matching funds for this grant is \$311,440

Black Hills Works, implementing NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration: Local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation.

Florence Home for the Aged, implementing NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration: Local match provided by Florence Home's non-profit donation funds.

New Cassel Retirement Center, implementing NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration: Local match provided by the New Cassel Foundation's donation funds.

Eastern Nebraska Community Action Partnership (ENCAP), implementing NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration: Local match provided by ENCAP's non-profit donation funds.

Heartland Family Service, implementing NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration: Local match provided by HFS' non-profit donation funds.

#### IV. Force Account

MAPA is not using a force account for any budget items within this grant.

#### V. Projects

NE-2020-011-02-P4 - 2020 3rd Party Contracts & Administration - \$371,440

MAPA Program Administration - \$60,000

This amount is 9.9% of the total FY2020 regional apportionment of \$600,960. \$371,440 of the apportionment is included in this amendment, \$198,520 is included in the original application and first

amendment, and \$31,000 is included in Iowa DOT's grant 1812-2021-8. MAPA nor any other entity has applied for administrative funding from the FY2020 apportionment before now.

Contracts implementing NE-2020-011-02-P4 - \$311,440

#### VII. Supporting Documents Attached to this Grant

Program of Projects

MAPA's 2050 Long Range Transportation Plan

MAPA's FY2022 Transportation Improvement Program

MAPA's FY2022 Unified Planning Work Program

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#### Amendment 01

##### Purpose of the Award

This award will fund service contracts with paratransit providers in the Omaha-Council Bluffs metro area. These contracts were selected as part of the project selection process outlined in MAPA's Coordinated Transit Plan and Section 5310 Program Management Plan.

##### Activities to be Performed

MAPA will contract with local agencies to provide transportation service.

##### Expected Outcomes

MAPA expects this award will fill gaps in the transportation system left by fixed route and related ¼ mile service. Much of the region is underserved by public transportation and this award will enable continued service to some of these areas.

##### Intended Beneficiaries

MAPA intends that a portion of the population of elderly and persons with disabilities within the Omaha-Council Bluffs metro area will benefit from the outcomes of this award.

##### Subrecipient Activities

Black Hills Works provides employment-related transportation service to disabled individuals in the region.

Florence Home for the Aged provides medical and recreational trips for its elderly clients.

Heartland Family Service's Ways to Work program provides employment-related transportation throughout the region, including service for persons with disabilities.

New Cassel Retirement Center provides medical and recreational trips for its elderly clients.

#### I. Program Source - FTA Section 5310 Funding

##### II. Federal Fiscal Years of Funding

FY2019 = \$185,571 (Lapsing)

FY2020 = \$147,090

##### III. Local Funding

Matching funds will be provided by subrecipients, specific sources are described with each funding amount below. The total amount of matching funds for this amendment is \$573,240.

#### VI. 55/45 Tradition-New Freedom Split

84.37% Traditional

15.63% New Freedom

##### V. Force Account

MAPA is not using a force account for any budget items within this grant.

#### VI. Projects

1856-2020-1-P1 - 3rd Party Service Contracts & Administration (\$332,661 total, comprised of amounts below)

2019 (\$185,571 total, comprised of amounts below)

Nebraska DOT: \$133,580 (50% local match provided by state tax revenue)

MAPA Administration: \$51,991

2020 (\$147,090 total, comprised of amounts below)

Black Hills Works: \$33,160 (50% local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)

City of Council Bluffs: \$88,500 (50% local match provided by Council Bluffs' tax revenue and fare box)

Florence Home for the Aged: \$13,230 (50% local match provided by Florence Home's non-profit donation funds)

Heartland Family Service: \$8,400 (50% local match provided by HFS' non-profit donation funds)

New Cassel Retirement Center: \$3,800 (50% local match provided by the New Cassel Foundation's donation funds)

#### VII. Supporting Documents Attached to this Grant

MAPA's FY2021 TIP

MAPA's 2050 LRTP

Program of Projects

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#### Original Application

This grant will provide MAPA's subrecipients with funding to continue paratransit service in the Omaha metro area. Funds will be used for 3rd party service contracts and administration.

#### FUNDING

This application uses lapsing FY2017 Section 5310 funds along with FY2018, FY2019, and FY2020 Section 5310 funds.

MAPA is only applying for a portion of the region's remaining FY2019 and FY2020 Section 5310 funds because the balance will be applied for by the Nebraska Department of Transportation and Iowa Department of Transportation.

This application uses the following amounts of Section 5310 funds:

FY2017 = \$185,453

FY2018 = \$175,796

FY2019 = \$142,220

FY2020 = \$51,430

MAPA's Section 5310 Program of Projects adheres to the 55%/45% restriction on Traditional and New Freedom projects, respectively. For the fiscal years of funding included in this grant, MAPA's Traditional/New Freedom breakdown is as follows:

FY2017: 91% Traditional, 9% New Freedom

FY2018: 90% Traditional, 10% New Freedom

FY2019: 91% Traditional, 9% New Freedom

FY2020: 59% Traditional, 9% New Freedom, 32% Unprogrammed

Additional details on MAPA's 5310 program, including a the proportional split between Traditional and New Freedom projects, can be found in MAPA's online TIP: <https://mapacog.knack.com/2020-transportation-improvement-program#fta5310/>

Projects Included in this Application:

1856-2020-1-P1 - 3rd Party Service Contracts (\$573,947)

FY17 3rd Party Contracted Services (\$59,261)

- Intercultural Senior Center - \$19,838 (local match provided by ISC's non-profit donation funds)
- Black Hills Works - \$14,548 (local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)
- City of Council Bluffs - \$24,875 (local match provided by Council Bluffs' tax revenue and fare box)

FY18 3rd Party Contracted Services (\$120,796)

- City of Council Bluffs - \$45,796 (local match provided by Council Bluffs' tax revenue and fare box)
- Black Hills Works - \$37,500 (local match provided by Florence Home's non-profit donation funds)
- Florence Home for the Aged - \$37,500 (local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)

FY19 3rd Party Contracted Services (\$142,220)

- City of Council Bluffs - \$93,280 (local match provided by Council Bluffs' tax revenue and fare box)
- Florence Home for the Aged - \$5,280 (local match provided by Florence Home's non-profit donation funds)
- Black Hills Works - \$43,660 (local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)

FY20 3rd Party Contracted Services (\$51,430)

- Florence Home for the Aged - \$13,230 (local match provided by Florence Home's non-profit donation funds)
- Black Hills Works - \$38,200 (local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation)

Acquire ADP Hardware (\$76,192)

- FY17: Metro Transit AVL Project - \$76,192 (local match provided by Metro Transit's tax revenue and fare box)

FY17 Program Administration (\$50,000)

- FY17: MAPA program administration - \$50,000

FY18 Program Administration (\$55,000)

- FY18: MAPA program administration - \$55,000

Research and Development: This award does not include research and development activities.

Indirect Costs: This award is applying an approved Indirect cost rate(s).

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

**Award Budget**

Total Award Budget: \$2,108,822.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$371,440.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$311,440.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$1,259,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$849,822.00

### Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$1,259,000
Local			\$849,822
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$2,108,822</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

### Special Conditions

There are no special conditions.

### FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

### FTA AWARD OF THE GRANT AGREEMENT

Awarded By:  
Mokhtee Ahmad  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: mokhtee.ahmad@dot.gov  
Award Date: 8/2/2022

### EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or

the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*Michael Helgersen*

*Executive Director*

*Omaha-council Bluffs Metropolitan Area Planning Agency*

*8/2/2022*

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

## Award

<b>Federal Award Identification Number (FAIN)</b>	NE-2022-012-00
<b>Temporary Application Number</b>	1856-2022-3
<b>Award Name</b>	FY2022 5310 Acquisition of Service & Administration
<b>Award Status</b>	Active (Executed)
<b>Award Budget Number</b>	0

<b>Period of Performance Start Date</b>	8/2/2022	
<b>Original Period of Performance End Date</b>	1/30/2025	
<b>Current Period of Performance End Date</b>	1/30/2025	Revision #: 0

## Part 1: Recipient Information

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

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1856	Planning Commission	OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY	KXGPJGCT8F23	107603896

Location Type	Address	City	State	Zip
Headquarters				
Physical Address	2222 CUMING ST	Omaha	NE	68102
Mailing Address	2222 CUMING ST	OMAHA	NE	68102

## Union Information

There are no union contacts for this application

## Part 2: Award Information

<b>Title: FY2022 5310 Acquisition of Service &amp; Administration</b>
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FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
NE-2022-012-00	Active (Executed)	Grant	5/24/2022	5/24/2022	No

**Award Executive Summary****Purpose of the Award**

This award will fund contracts for paratransit service in the Omaha-Council Bluffs metro area. The service providers MAPA will contract with were selected as part of the project selection process outlined in MAPAs Coordinated Transit Plan and Section 5310 Program Management Plan.

**Activities to be Performed**

MAPA will contract with service providers to operate paratransit service for the elderly and individuals with disabilities.

**Expected Outcomes**

MAPA expects this award will improve paratransit service in the Omaha-Council Bluffs region and help keep existing service at its current level. Much of the region is underserved by public transportation and this award will enable continued service to some of these areas.

**Intended Beneficiaries**

MAPA intends that a portion of the population of elderly and persons with disabilities within the Omaha-Council Bluffs metro area will benefit from the outcomes of this award.

**I. Program Source - Section 5310 Funding****II. Federal Fiscal Years of Funding**

This grant includes FFY2022 Section 5310 funding in the amount of \$351,960 federal. Local share provided for this application is \$247,310 for a total application amount of \$599,270.

**III. Local Funding**

Matching funds will be provided by contract service providers, specific sources are described with each funding amount below. The total amount of matching funds for this grant is \$247,310

Black Hills Works, implementing 1856-2022-3-P1 - 3rd Party Contracts & Administration: Local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation.

City of Council Bluffs, implementing 1856-2022-3-P1 - 3rd Party Contracts & Administration: Local match provided by city tax revenue and farebox revenue from the Specialized Transit Service.

Florence Home for the Aged, implementing 1856-2022-3-P1 - 3rd Party Contracts & Administration: Local match provided by Florence Home's non-profit donation funds.

New Cassel Retirement Center, implementing 1856-2022-3-P1 - 3rd Party Contracts & Administration: Local match provided by the New Cassel Foundations donation funds.

**IV. Force Account**

MAPA is not using a force account for any budget items within this grant.

**V. Projects**

1856-2022-3-P1 - 3rd Party Contracts & Administration

MAPA FY2021 Program Administration - \$54,650

This amount is 8.9% of the total FY2021 regional apportionment of \$611,810. \$85,650 of the apportionment is included in this application and the remaining amount of \$526,160 will be made

available to the Nebraska and Iowa DOTs and applied for by those agencies.

MAPA FY2022 Program Administration - \$50,000

This amount is 5.6% of the total FY2022 regional apportionment of \$891,510. \$266,310 of the apportionment is included in this application and the remaining amount of \$625,200 will be made available to the Nebraska and Iowa DOTs and applied for by those agencies.

FY2021 Contracts implementing 1856-2022-3-P1 - \$31,000

FY2022 Contracts Implementing 1856-2022-3-P1 - \$216,310

VII. Supporting Documents Attached to this Grant

Program of Projects

MAPAs 2050 Long Range Transportation Plan

MAPAs FY2022 Transportation Improvement Program

MAPAs FY2022 Unified Planning Work Program

**Frequency of Milestone Progress Reports (MPR)**

Annual

**Frequency of Federal Financial Reports (FFR)**

Annual

**Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

**Pre-Award Authority**

This award is not using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award is applying an approved Indirect cost rate(s).

*Indirect Rate Details:* Approved indirect cost rate for FY2022: 38.19%. This will be the FY2023 provisional rate until single audit is complete. Applicable base is salary expense x payroll additive (fringe) rate of 46.47%. Both rates are approved by FHWA, our cognizant agency.

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

## Award Description

**Purpose**

*None provided.*

**Activities to be performed:**

*None provided.*

**Expected outcomes:**

*None provided.*

**Intended beneficiaries:**

*None provided.*

**Subrecipient Activities:***None provided.***Award Point of Contact Information**

First Name	Last Name	Title	E-mail Address	Phone
Courtney	Barber	Transportation Planner	cbarber@mapacog.org	402-444-6866 219
	shannon.graves@dot.gov	Transportation Program Specialist		

**Award Budget Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$351,960
Local			\$247,310
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$599,270</b>

**Award Budget**

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NE-2022-012-01-00	610-00 (610-A2) STATE / PROGRAMS ADMINISTRATION	\$104,650.00	\$0.00	\$104,650.00	0
NE-2022-012-01-00	11.80.00 STATE OR PROGRAM ADMINISTRATION	\$104,650.00	\$0.00	\$104,650.00	0
NE-2022-012-01-00	641-00 (641-A1) 5310 PROJECTS	\$247,310.00	\$247,310.00	\$494,620.00	0
NE-2022-012-01-00	11.71.13 3RD PARTY CONTRACTED SERVICES (5310 ONLY)	\$247,310.00	\$247,310.00	\$494,620.00	0

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
NE-16-X 125	NE-2022-012-01-00	5310 PROJECTS	641-00 (641)	A1	310490	Omaha, NE-IA	2022.2J.16.DL.2	00	Enh Mob Seniors/Disabl - > 200K	\$247,310	\$247,310
NE-16-X 125	NE-2022-012-01-00	STATE / PROGRAMS ADMINISTRATION	610-00 (610)	A2	310490	Omaha, NE-IA	2022.2J.16.DL.2	06	Enh Mob Seniors/Disabl - > 200K	\$104,650	\$104,650

## Part 3: Project Information

### Project Title: 3rd Party Contracts & Administration

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NE-2022-012-01-00	1856-2022-3-P1	5/24/2022	9/30/2022	9/30/2024

#### Project Description

This project provides for contracted paratransit service throughout the MAPA region.

#### Project Benefits

MAPA expects this award will improve paratransit service in the Omaha-Council Bluffs region and help keep existing service at its current level. Much of the region is underserved by public transportation and this award will enable continued service to some of these areas. MAPA intends that a portion of the population of elderly and persons with disabilities within the Omaha-Council Bluffs metro area will benefit from the outcomes of this award.

#### Additional Information

*None provided.*

#### Location Description

This project will serve residents of Nebraska's 1st and 2nd congressional districts in Sarpy and Douglas Counties as well as residents of Iowa's 3rd congressional district in Pottawattamie county.

## Project Location (Urbanized Areas)

UZA Code	Area Name
310000	Nebraska
310490	Omaha, NE-IA

## Congressional District Information

State	District	Representative
Nebraska	1	Jeff Fortenberry
Nebraska	2	Don Bacon
Iowa	3	Cindy Axne

## Program Plan Information

### STIP/TIP

Date: 6/24/2021

Description: MAPA's 5310 program can be found on pages 25-26 of the 2022 TIP. Additionally, the amended program can be found online at <https://mapacog.knack.com/2022-transportation-improvement-program#fta5310/>

### UPWP

Date: 6/24/2021

Description: Contracts for MAPA's 5310 program can be found on page 36.

### Long Range Plan

Date: 9/24/2020

Description: MAPA's 5310 program can be found on page 6-20 of the 2050 LRTP.

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$351,960
Local			\$247,310
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$599,270</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NE-2022-012-01-00	610-00 STATE / PROGRAMS ADMINISTRATION (610-A2)	\$104,650.00	\$0.00	\$104,650.00	0

NE-2022-012-01-00	11.80.00	STATE OR PROGRAM ADMINISTRATION	\$104,650.00	\$0.00	\$104,650.00	0
NE-2022-012-01-00	641-00 (641-A1)	5310 PROJECTS	\$247,310.00	\$247,310.00	\$494,620.00	0
NE-2022-012-01-00	11.71.13	3RD PARTY CONTRACTED SERVICES (5310 ONLY)	\$247,310.00	\$247,310.00	\$494,620.00	0

## Project Budget Activity Line Items

### Budget Activity Line Item: 11.80.00 - STATE OR PROGRAM ADMINISTRATION

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
STATE / PROGRAMS ADMINISTRATION (610-00)	11.80.00	STATE OR PROGRAM ADMINISTRATION	STATE / PROGRAM ADMINISTRATION	0

#### Extended Budget Description

This item is for MAPA's administration of the regional 5310 program. State Administration is being applied for in the total amount of \$104,650; \$54,650 from the 5310 FY2021 apportionment amount of \$611,810 and \$50,000 from the FY2022 apportionment amount of \$891,510. The percentage being used for state admin from the FY21 apportionment is 8.9% and does not exceed the 10% maximum allowed for State Administration activities. The percentage being used for state admin from the FY22 apportionment is 5.6% and does not exceed the 10% maximum allowed for State Administration activities.

#### Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$104,650
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$104,650</b>

Milestone Name	Est. Completion Date	Description
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Start Date	1/1/2023	MAPA expects to begin using these funds for program administration in January 2023.
End Date	1/31/2024	MAPA expects to finish using these funds for program administration in January 2024.

**Budget Activity Line Item: 11.71.13 - 3RD PARTY CONTRACTED SERVICES (5310 ONLY)**

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.71.13	3RD PARTY CONTRACTED SERVICES (5310 ONLY)	3RD PARTY CONTRACTS	0

**Extended Budget Description**

This line item is for paratransit service contracts with the following agencies:

Black Hills Works

City of Council Bluffs

Florence Home for the Aged

New Cassel Retirement Center

Please refer to Executive Summary for annual breakout amounts. Specific amount for each Subrecipient may be found on the POP attached.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$247,310
Local			\$247,310
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$494,620</b>

Milestone Name	Est. Completion Date	Description
Contract Start Date	9/30/2022	MAPA expects contracting to begin by the end of September 2022.
Contract End Date	9/30/2024	MAPA expects all contracts to be complete by the end of September 2024.

## Project Environmental Findings

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	7/20/2022

**Part 4: Fleet Details**

No fleet data exists for this application.

**Part 5: FTA Review Comments****Application Review Comments**

**Comment By** Shannon Graves

Comment Type	Application Details
Date	6/2/2022
Comment	<p>Initial Comments:</p> <ol style="list-style-type: none"> <li>1. Please attach the ONE DOT letter for the activities within this application.</li> <li>2. Please attach the Human Services Coordinating Plan for this application</li> <li>3. Please provide an explanation in the Executive Summary explaining why MAPA is not applying for the full amount of FY21 funds available in the amount of \$611,807. This application is only requesting \$85,650 from the FY21 amount available and the balance from FY22 leaving \$526,157 left in FY21. FTA asks that a grantee use their oldest money first however if there is a plan to use the remaining funds in another way please provide that explanation.</li> </ol>

**Application Review Comments**

**Comment By** Shannon Graves

Comment Type	Pre-Award Manager Returns Application
Date	6/2/2022
Comment	<p>Initial Comments:</p> <ol style="list-style-type: none"> <li>1. Please attach the ONE DOT letter for the activities within this application.</li> <li>2. Please attach the Human Services Coordinating Plan for this application</li> </ol>

3. Please provide an explanation in the Executive Summary explaining why MAPA is not applying for the full amount of FY21 funds available in the amount of \$611,807. This application is only requesting \$85,650 from the FY21 amount available and the balance from FY22 leaving \$526,157 left in FY21. FTA asks that a grantee use their oldest money first however if there is a plan to use the remaining funds in another way please provide that explanation.

**Comment By Shannon Graves**

Comment Type	Pre-Award Manager Returns Application
Date	7/8/2022
Comment	<p>1) State Admin ALI 11.80.00 needs to be placed under scope 610-00</p> <p>2) Please provide a statement in the State admin 11.80.00 Extended Budget Description (EBD) similar to the following statement: State Administration is being applied for in the amount of \$XX,XXX - from the 5310 FY2020 apportionment amount of \$XXX,XXX. The percentage being used for State admin from the FY20 is XX% (60,000 divided by \$XXX,XXX FY20 apportionment amount) and does not exceed the 10% maximum allowed for State Administration activities.</p>

## Application Review Comments

**Comment By Gerri Doyle**

Comment Type	Environmental Findings
Date	7/20/2022
Project Title	3rd Party Contracts & Administration
Project Number	NE-2022-012-01-00
Comment	The proposed operating assistance for paratransit operations, which utilizes ARP Act funding to reimburse the costs associated with the response and recovery from the COVID-19 pandemic, is found compliant as a Categorical Exclusion under 23 CFR Part 771.118 (c)(4).

## Part 6: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-29, October 1, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this

## Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(29), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

## FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

### Recipient Information

Recipient Name: OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

Recipient ID: 1856

UEI: KXGPJGCT8F23

DUNS: 107603896

### Award Information

Federal Award Identification Number: NE-2022-012-00

Award Name: FY2022 5310 Acquisition of Service & Administration

Award Start Date: 8/2/2022

Original Award End Date: 1/30/2025

Current Award End Date: 1/30/2025

Award Executive Summary: Purpose of the Award

This award will fund contracts for paratransit service in the Omaha-Council Bluffs metro area. The service providers MAPA will contract with were selected as part of the project selection process outlined in MAPAs Coordinated Transit Plan and Section 5310 Program Management Plan.

### Activities to be Performed

MAPA will contract with service providers to operate paratransit service for the elderly and individuals with disabilities.

### Expected Outcomes

MAPA expects this award will improve paratransit service in the Omaha-Council Bluffs region and help keep existing service at its current level. Much of the region is underserved by public transportation and this award will enable continued service to some of these areas.

#### Intended Beneficiaries

MAPA intends that a portion of the population of elderly and persons with disabilities within the Omaha-Council Bluffs metro area will benefit from the outcomes of this award.

#### I. Program Source - Section 5310 Funding

##### II. Federal Fiscal Years of Funding

This grant includes FFY2022 Section 5310 funding in the amount of \$351,960 federal. Local share provided for this application is \$247,310 for a total application amount of \$599,270.

##### III. Local Funding

Matching funds will be provided by contract service providers, specific sources are described with each funding amount below. The total amount of matching funds for this grant is \$247,310

Black Hills Works, implementing 1856-2022-3-P1 - 3rd Party Contracts & Administration: Local match provided by BHW's non-profit donation funds from the Black Hills Works Foundation.

City of Council Bluffs, implementing 1856-2022-3-P1 - 3rd Party Contracts & Administration: Local match provided by city tax revenue and farebox revenue from the Specialized Transit Service.

Florence Home for the Aged, implementing 1856-2022-3-P1 - 3rd Party Contracts & Administration: Local match provided by Florence Home's non-profit donation funds.

New Cassel Retirement Center, implementing 1856-2022-3-P1 - 3rd Party Contracts & Administration: Local match provided by the New Cassel Foundations donation funds.

##### IV. Force Account

MAPA is not using a force account for any budget items within this grant.

##### V. Projects

1856-2022-3-P1 - 3rd Party Contracts & Administration

MAPA FY2021 Program Administration - \$54,650

This amount is 8.9% of the total FY2021 regional apportionment of \$611,810. \$85,650 of the apportionment is included in this application and the remaining amount of \$526,160 will be made available to the Nebraska and Iowa DOTs and applied for by those agencies.

MAPA FY2022 Program Administration - \$50,000

This amount is 5.6% of the total FY2022 regional apportionment of \$891,510. \$266,310 of the apportionment is included in this application and the remaining amount of \$625,200 will be made available to the Nebraska and Iowa DOTs and applied for by those agencies.

FY2021 Contracts implementing 1856-2022-3-P1 - \$31,000

FY2022 Contracts Implementing 1856-2022-3-P1 - \$216,310

##### VII. Supporting Documents Attached to this Grant Program of Projects

MAPAs 2050 Long Range Transportation Plan

MAPAs FY2022 Transportation Improvement Program

MAPAs FY2022 Unified Planning Work Program

Research and Development: This award does not include research and development activities.

Indirect Costs: This award is applying an approved Indirect cost rate(s).

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is not using Pre-Award Authority.

### **Award Budget**

Total Award Budget: \$599,270.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$351,960.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$247,310.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$351,960.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$247,310.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$351,960
Local			\$247,310
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$599,270</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### **U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Original Certification Date:

### **Special Conditions**

There are no special conditions.

## **FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

## **FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Mokhtee Ahmad  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: mokhtee.ahmad@dot.gov  
Award Date: 8/2/2022

## **EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:  
*Michael Helgersen*  
*Executive Director*  
*OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY*  
*8/2/2022*

## EXHIBIT B – SCOPE OF SERVICES

Agreement No. [2350310007]

Project Description: 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. Residents served live at Florence Home Healthcare Center, Royale Oaks Assisted Living, House of Hope Alzheimer's Care and House of Hope Assisted Living. Our trained drivers accompany the individual from door to door and provide physical assistance with care, toileting and communicating with medical staff during the trip. The Florence Home Transportation Services provides demand responsive transportation for individuals that require additional support not currently provided by public transportation.

Subrecipient Contact: Deb Thacker

Federal Award Amount\*: \$138,030.00

Subrecipient Match Amount: \$138,030.00

### Task 1 - Project Administration

The Subrecipient shall submit reimbursement requests at least quarterly, but no more than monthly. The Subrecipient shall submit progress reports along with reimbursement requests. These reports must include:

- A description of work completed for the billing period, including:
  - Ridership as measured by one-way trips
  - Total number of trips provided to date
  - Mileage log for trips traveled
  - Total miles traveled to date

For direct costs incurred by Subrecipient (excluding payments made to subcontractors), reimbursement requests shall include the following additional information:

- Employee timesheets corresponding to Services
- Detail of employee wages and fringe benefits which correspond to time worked
- Itemized receipts for any non-labor expenses, (e.g., office supplies)

For subcontracting costs, Subrecipient shall provide to MPO all invoicing documentation provided to Subrecipient by the subcontractor. MPO reserves the right to require additional documentation to substantiate subcontractor performance.

### Task 2 - Paratransit Service

Subrecipient shall provide transportation for seniors and/or individuals with disabilities in the Service Area, which shall be limited to the Omaha metro area.

An estimated 7,500 to 8,500 rides per year will be provided during the term of the underlying Agreement.\*

Service will be provided according to the following schedule:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
-	7:00a - 5:00p	7:00a - 5:00p	7:00a - 5:00p	7:00a - 5:00p	7:00a - 5:00p	-

\*Subrecipient is not obligated to provide this number of rides; this estimate is provided for informative purposes only.

## EXHIBIT C - SUBRECIPIENT BUDGET

Agreement No. [2350310007]

Project Description: 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. Residents served live at Florence Home Healthcare Center, Royale Oaks Assisted Living, House of Hope Alzheimer's Care and House of Hope Assisted Living. Our trained drivers accompany the individual from door to door and provide physical assistance with care, toileting and communicating with medical staff during the trip. The Florence Home Transportation Services provides demand responsive transportation for individuals that require additional support not currently provided by public transportation.

Subrecipient Contact: Deb Thacker

Federal Award Amount\*: \$138,030.00

Subrecipient Match Amount: \$138,030.00

Budget Detail	Federal Funds	Local Match	Total Cost
Direct Labor Costs	\$138,030.00	\$138,030.00	\$276,060.00
Direct Non-Labor Costs	\$0	\$0	\$0
Subcontracts	\$0	\$0	
Indirect Costs	NA	NA	NA

\*Federal funding may not exceed 50% of total costs of Services performed in accordance with this Agreement.

### Budget for Performance Period

Performance Period	Federal Funds	Local Match	Total
Initial Duration (Oct. 1, 2022 - Feb. 28, 2025)	\$138,030.00	\$138,030.00	\$276,060.00
Pre-Award Period: NA	NA	NA	NA
Extended Duration (after Feb 28, 2025)	NA	NA	NA

Subrecipient shall attach and attest in writing for all reimbursement requests the following statement:

"I certify that the expenses itemized herein and requested for reimbursement are for Services performed in accordance with the underlying Agreement, and no other federal funds have been received or requested for these same Services, and no insurance proceeds have been received or requested with respect to these same Services. I recognize that if it is discovered that any of these Services have received duplicate funding from federal sources or insurance proceeds, then such duplicated funding must be repaid to MPO."

## **EXHIBIT D - INSURANCE**

### **INSURANCE REQUIREMENTS FOR TRANSPORTATION SERVICES**

#### **D1. Subrecipient agrees to -**

- A. Make a detailed review of its existing insurance coverage, and
- B. Compare that coverage to the expected scope of the work under this Agreement, and
- C. Obtain the insurance coverage that it deems necessary to fully protect Subrecipient from loss associated with the work. Also, Subrecipient shall have at a minimum the insurance described hereinafter in this exhibit, and incorporated into the Agreement:

#### **D2. General Liability -**

- A. Limits of at least:
  - (1) \$ 1,000,000 Per Occurrence.
  - (2) \$ 2,000,000 General Aggregate.
  - (3) \$ 2,000,000 Completed Operations Aggregate (if applicable).
  - (4) \$ 1,000,000 Personal/Advertising Injury.
- B. Subrecipient shall be responsible for the payment of any deductibles.
- C. Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- D. Contractual liability coverage must be on a broad form basis and not be amended by any limiting endorsements.
- E. In the event that this contract provides for Subrecipient to construct, reconstruct or produce a completed structure, building, or facility, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.
- F. Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

D3. Pollution Coverage -

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

D4. Automobile Liability -

- A. Limits of at least \$ 1,000,000 CSL Per Accident.
- B. Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

D5. Workers' Compensation - Limits set at no less than the statutorily required coverage for the state where the project is located.

D6. Professional Liability -

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

D7. Electronic Data and Valuable Papers -

- A. Limits of at least:
  - (1) \$100,000 Electronic Data Processing Data and Media.
  - (2) \$25,000 Valuable Papers.

D8. Additional Requirements -

- A. If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subcontractor.
- B. Any insurance policy shall be written by a reputable insurance company acceptable to MPO or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in Nebraska.

- C. Prior to Subrecipient beginning work on a project under this agreement, Subrecipient shall provide MPO evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the MPO as the certificate holder.
- D. For so long as insurance coverage is required under this agreement, Subrecipient shall notify MPO when Subrecipient knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. Subrecipient shall forward any pertinent notice of cancellation or termination to MPO within two (2) business days of receipt by Subrecipient of any such notice from an insurance carrier. Copies of notices received by Subrecipient shall be sent to MPO at MPO's standard mailing address.
- E. Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- F. The Limits of Coverages set forth in this document are minimum limits of coverage.
- G. The limits of coverage shall not be construed to be a limitation of the liability on the part of Subrecipient or any of its subcontractors. The carrying of insurance described shall in no way be interpreted as relieving Subrecipient or any subcontractor of any responsibility of liability under the Agreement.
- H. If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

# STAFF REPORT



DATE: 02/02/2023

TO: Finance Committee

FROM: Carlos Morales, Transportation and Data Manager

RE: La Vista AMP Program Agreement

Agreement Number: UL2218

Type of Approval: Final

Committee Approval (Finance): Pending

Date of Committee Meeting: 02/15/2023

## Background

MAPA sets aside \$330,000 of regional Surface Transportation Block Grant (STBG) funds for projects that align with the Heartland 2050 vision. Applications are evaluated based on criteria in the Heartland 2050 Action Plan: Equity, Inclusivity, Efficiency, and Local Control/Regional Benefit. The City of La Vista was awarded a Heartland 2050 Mini-Grant during the call for projects for Federal Fiscal Year 2023 to complete a bicycle and pedestrian plan. MAPA is now working with NDOT to obligate the federal funding necessary to complete the project.

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## Discussion

The City of La Vista is interested in improving upon the City's network of existing facilities and to develop new facilities to provide for improved and safer walking, bicycling, and other forms of micro-mobility for transportation and recreational opportunities. The total agreement amount is \$120,000 made up of the following items:

- \$80,000 of federal funding to complete the plan
- \$20,000 of local matching funds to complete the plan
- \$16,000 of federal funding for NDOT and MAPA to administer the project
- \$4,000 of local matching funds for NDOT and MAPA to administer the project

Prior Approvals:

- In May 2022, the MAPA Board of Directors approved Amendment 1 to the Unified Planning Work Program which contains the La Vista Bike/Ped Plan
  - In June 2022, the MAPA Board of Directors approved the Transportation Improvement Plan Resolution 2022 - 34 which contains the La Vista Bike/Ped Plan programming for Federal Fiscal Year 2023.
- 

## Recommendations

Committee Recommendation: TBD

Staff Recommendation: Approval

Agreement No.	UL2218
Funding Period	October 1, 2022 - June 30, 2024
Agreement Amount	\$120,000.00

## **PROGRAM AGREEMENT FEDERAL SURFACE TRANSPORTATION FUNDS METROPOLITAN PLANNING ORGANIZATION**

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION  
PROJECT NO. MAPA-77(69), STATE CONTROL NO. 22897  
LA VISTA BIKE PED MASTER PLAN TRANSPORTATION PROGRAM (STP) AGREEMENT

**THIS AGREEMENT** is between the Omaha-Council Bluffs Metropolitan Area Planning Agency who is a Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as "Parties".

### **WITNESSETH:**

**WHEREAS**, MPO has established and maintains a planning process that complies with federal law, and

**WHEREAS**, there are Surface Transportation Program (STP) funds available to provide pro-rata reimbursement to MPO for its Eligible Activities, and

**WHEREAS**, MPO has been designated as the recipient agency for the Omaha-Council Bluffs metropolitan area for STP Funds, and

**WHEREAS**, Federal law provides that State will be a representative for the Federal Highway Administration (FHWA) in reviewing requests for reimbursement of MPO Eligible Planning Activities, and that reimbursements will be made through State, and

**WHEREAS**, for this Agreement, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year, must be addressed as explained further in this Agreement, and

**WHEREAS**, the total cost reimbursable under this Agreement is currently estimated to be \$120,000; the federal share is estimated to be \$96,000.00, and MPO's share is estimated to be \$24,000.00, and

**WHEREAS**, MPO has authorized the MPO's Executive Director to sign this Agreement, as evidenced by the Resolution of MPO dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, attached as **Exhibit "A"**, and

**WHEREAS**, MPO's desires to incur costs for eligible tasks and activities that will be reimbursed

with STP Funds under the designation of Project No. MAPA-77(69), as evidenced by MPO's Board of Directors' approval as outlined in **Exhibit "A"**, attached.

**NOW THEREFORE**, in consideration of these facts, MPO and State agree as follows:

### **SECTION 1. DEFINITIONS**

**WHEREVER** in this Agreement the following terms are used, they mean the following:

**"CFDA"** means Catalog of Federal Domestic Assistance.

**"CFR"** means the Code of Federal Regulations.

**"ELIGIBLE PLANNING ACTIVITIES"** means tasks or activities performed by MPO or its consultants, subconsultants, agents, or representatives which are eligible for reimbursement with STP Funds.

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

**"MPO"** means a Metropolitan Planning Organization qualified under federal law.

**"NEB. REV. STAT."** means the Nebraska Revised Statutes as set forth in Nebraska law.

**"OMB"** means the Federal Office of Management and Budget.

**"RESPONSIBLE CHARGE" or "RC"** means the employee of MPO or of a city/county within MPO, or elected official of a city/county within MPO, who has been empowered by MPO to represent MPO on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of MPO's planning program and process. The RC works regularly with planning issues and is MPO's point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents MPO's interests in the delegated technical tasks.

**"TRANSPORTATION IMPROVEMENT PROGRAM (TIP)"** means a document of transportation planning activities performed within the metropolitan planning areas, or urbanized areas with populations of 50,000 or more. The TIP describes planning activities to be completed, estimates the cost for the planning activities, and indicates the lead agency. Transportation activities to design and build transportation infrastructure are usually not included in the TIP;

however, all federally funded studies should be included in the TIP. This Agreement applies only to the part of MPO's TIP related to highway, road, street or other planning activities overseen by FHWA. This Agreement does not apply to transit planning activities of MPO's TIP overseen by the Federal Transit Administration. State and MPO will enter into a separate agreement for reimbursement of transit planning activities.

“**STATE**” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MPO and the United States.

## **SECTION 2. DURATION OF THIS AGREEMENT**

- 2.1 **Effective Date** – This Agreement is effective when executed by the Parties.
- 2.2 **Expiration Date** – This Agreement will expire when the last of the following events is completed: The expiration of the Initial Duration, the expiration of any Extension of the Initial Duration, and the waiver or completion of the project financial audit and cost settlement.
- 2.3 **Initial Duration** – The benefits and obligations of this Agreement, though binding when signed, are operative for activities beginning October 1, 2022, and ending June 30, 2024.
- 2.4 **Extension of the Agreement** - State may, in its sole discretion, extend the duration of this Agreement in writing, for an additional period of time up to, but not to exceed, one-half of the Initial Duration of the Agreement. State will notify MPO of the State's exercise of its right to extend this Agreement approximately one month prior to the expiration of the Initial Duration of the Agreement.
- 2.5 **Identifying Date** – For convenience, this Agreement's identifying date will be the date State signed the agreement.
- 2.6 **Termination or suspension** – State reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

## **SECTION 3. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES**

- 3.1 MPO has authorized the MPO's Executive Director to sign this Agreement, as evidenced by the Resolution of MPO dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, attached as **Exhibit “A”**, and incorporated herein by this reference.
- 3.2 MPO desires that MPO's attached TIP be developed under the designation of Project No. MAPA-77(69), as evidenced by MPO's Board of Directors' approval as outlined in **Exhibit “A”**, attached and incorporated herein by this reference.

### **3.3 Purpose**

MPO wishes to be reimbursed with STP Funds for Eligible Planning Activities. MPO understands that FHWA will not provide funding directly to MPO; but will provide reimbursement by State with Federal funds for Eligible Planning Activities. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of federal funds and as a liaison between MPO and FHWA. The purpose of this Agreement is to set forth the understanding of MPO and State concerning their respective duties to enable the planning activities to be eligible for federal-aid funding. Under this Agreement, MPO shall continue to have all duties concerning any aspect of the planning processes. Nothing in this Agreement shall be construed to create any duty of State to MPO concerning such matters. In the event that State or FHWA find that the planning activities are ineligible for STP Funding, MPO will repay State all previously paid federal funds, as determined by State, and any costs or expenses State has incurred under this Agreement. MPO further agrees that MPO shall have no claim or right of action against State under this Agreement if FHWA determines that planning activities are not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement include the eligibility requirements and other conditions State believes in good faith that MPO must meet for MPO to be reimbursed with STP Funding. MPO acknowledges that many conditions must be met by MPO in order to receive Federal-aid reimbursement. MPO agrees to develop its TIP in an effort to meet all federal eligibility requirements so the planning activities may be determined eligible for STP Funding.

### **3.4 MPO RESPONSIBILITIES**

- 3.4.1 MPO shall meet all federal transportation planning requirements and shall select and manage necessary committees and staff, and consult, collaborate and coordinate with State to accomplish the Eligible Planning Activities.
- 3.4.2 MPO shall select qualified personnel as needed to complete the Eligible Planning Activities, and oversee any consultants selected to perform such activities. MPO shall submit to State a listing of all qualified personnel that may be selected or assigned to the work contemplated therein prior to submitting the first invoice to State. Said listing shall indicate each person's job title or classification, qualifications, and salary range. MPO may make occasional temporary changes to qualified personnel. However, MPO shall submit an updated list to reflect permanent changes to qualified personnel.

- 3.4.3 MPO, when choosing to use a consultant to complete Eligible Planning Activities under this Agreement, shall follow all guidelines and requirements outlined in State's LPA Guidelines Manual for Federal Aid Projects ("LPA Guidelines Manual") in regard to the method of procurement, evaluation, selection, and contract types. The selected consultant must be certified to provide Transportation Planning Services by State. MPO shall be responsible to determine that the consultant is qualified to provide the expertise and experienced personnel to accomplish the required work product. Price cannot be a selection factor when hiring for professional engineering or architectural services. MPO shall follow any applicable requirements including, but not limited to, requirements defined in Chapter 4 of LPA Guidelines Manual.
- 3.4.4 MPO shall arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the TIP.
- 3.4.5 MPO shall only seek reimbursement for actual costs incurred for Eligible Planning Activities. The salaries and expenses of the Chair of MAPA and the MAPA Board of Directors will not be reimbursed as an Eligible Planning Activity.
- 3.4.6 MPO shall submit accurate and complete invoices in accordance with SECTION 8. FINANCIAL RESPONSIBILITY of this Agreement, and shall provide additional documentation when requested by State. MPO shall be solely responsible for all costs not reimbursed under this Agreement.
- 3.4.7 MPO shall keep signed time records detailing time spent on Eligible Planning Activities, including the date and hours worked. When requested by State, MPO shall submit time records to State.
- 3.4.8 MPO agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid planning activities. MPO understands that failure to meet any eligibility requirements for STP Funding may result in the loss of all STP Funds. In the event that the acts or omissions of the RC, MPO or its agents or representatives result in a finding that planning activities are ineligible for STP Funds, MPO will repay State all previously paid STP Funds, as determined by State, including but not limited to, any costs reimbursed for the time and expenses of the RC.

### **3.5 STATE RESPONSIBILITIES**

- 3.5.1 Complete the duties assigned to State in this Agreement.
- 3.5.2 Determine and notify MPO of the estimate of STP Funding availability, including carry-over and annual allocation target.
- 3.5.3 Provide technical assistance to MPO regarding STP Funding eligibility issues, when requested by MPO.
- 3.5.4 Verify all invoices submitted by MPO are complete, accurate, and represent actual costs for Eligible Planning Activities.
- 3.5.5 Pay MPO the federal share of the actual costs of Eligible Planning Activities as reflected on an approved invoice.
- 3.5.6 Bill and collect from MPO any previously paid funds determined to be ineligible by FHWA.

### **3.6 PARTIES RESPONSIBILITY**

- 3.6.1 Parties agree to cooperatively review and adjust, when necessary, the scope, schedules, funding, priorities, or staffing of MPO's work to make sure the TIP needs and goals are accomplished by MPO in accordance with the federal requirements for use of STP Funds.
- 3.6.2 Parties will supplement this Agreement to reflect any changes necessary to accomplish 3.6.1, with advance approval of the Federal Highway Administration.

## **SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS**

- 4.1 MPO hereby designates Court Barber as the RC for the Eligible Planning Activities.
- 4.2 Duties and Assurances of MPO concerning its designated RC for the Eligible Planning Activities.
  - 4.2.1 MPO understands the duties and responsibilities of MPO and RC as outlined in the LPA Guidelines Manual.
  - 4.2.2 MPO has authorized and fully empowered the RC to be responsible for day-to-day Eligible Planning Activities; this requirement does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the Eligible Planning Activities including identifying issues, investigating options, working directly with stakeholders, and decision making.
  - 4.2.3 The RC is a full-time public employee or elected official of MPO, or a full-time employee of another entity as defined in "Public Employee" above.
  - 4.2.4 MPO agrees to take all necessary actions and make its best good faith efforts to ensure the RC's work meets the same standards that State must meet under

federal law.

- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the Eligible Planning Activities, MPO shall, within one day or sooner if possible, notify verbally and in writing State's Highway Planning Manager; after such notification MPO shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MPO may use a Provisional RC in accordance with State's Provisional RC Policy.

## **SECTION 5. FEDERAL AID PROJECT REQUIREMENTS**

- 5.1 MPO agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual.

5.2 **The Applicable Legal and Contract Requirements.**

**5.2.1 Title 23 U.S.C., and 23 CFR,** – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.

**5.2.2 LPA Guidelines Manual** - MPO also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects, which is incorporated herein by this reference. The LPA Guidelines Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA's or MPO's Eligible Planning Activities funded with STP Funds. A current version of the LPA Guidelines Manual can be found in its entirety at the following internet address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event MPO believes that the LPA Guidelines Manual doesn't clearly address a particular aspect of the planning activities work, MPO shall seek guidance or clarification from State's Local Project Section Engineer or State's Highway Planning Manager, and shall make its best effort to comply with such guidelines or clarification.

- 5.3 **Loss of Funding.** In order for MPO to receive federal funds for any part of the Eligible Planning Activities under this Agreement, MPO shall perform the services for all aspects of the Eligible Planning Activities, according to federal procedures and requirements. Although federal funds may be allocated to the Eligible Planning Activities, all or certain such activities may become ineligible for federal funds, if federal procedures and requirements are not met.

## **SECTION 6. SUSPENSION OR TERMINATION**

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

## **SECTION 7. FEDERAL AUDIT REQUIREMENT**

- 7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 7.2 MPO shall comply with the Single Audit mandate as described in Section 7.1. Any federal funds for MPO Eligible Planning Activities paid directly to contractors or consultants by State, on behalf of MPO, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by MPO (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 7.3 If necessary, the Federal award information needed for the SEFA includes:
- Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
  - Pass-Through Grantor:** Nebraska Department of Transportation
  - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
  - CFDA Number:** 20.205
  - Project Number:** MAPA-77(69)
- 7.4 If a Part 200 Audit is submitted by MPO, MPO shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

## **SECTION 8. FINANCIAL RESPONSIBILITY**

### **8.1 TOTAL COSTS AND FUNDING COMMITMENTS**

The total cost of the Eligible Planning Activities is \$120,000.00. MPO has earmarked

and has placed in its fiscal budget at least the amount of the local match. MPO's share may include both in kind services and a local match.

This Agreement may be supplemented if additional funding becomes available.

## **8.2 MPO'S FINANCIAL RESPONSIBILITY**

MPO understands that payment for the costs of the Eligible Planning Activities, are the sole responsibility of MPO when Federal participation is not allowable or available or if the planning activities are subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the costs of the planning activities, MPO is responsible for all costs with no reimbursement under this Agreement.

## **8.3 REIMBURSEMENT OF ACTUAL COSTS INCURRED BY MPO**

8.3.1 MPO incurred costs of Eligible Planning Activities may be reimbursed with federal funds at actual costs if:

- a. MPO submits an TIP budget and FHWA approves such budget
- b. State has obtained federal funds obligation
- c. Eligible Planning Activities performed prior to October 1, 2022, and after June 30, 2024, are ineligible for Federal-aid reimbursement
- d. MPO obtains the approval of State and of FHWA prior to the purchase of any specialized equipment over \$5,000. Specialized equipment is equipment not ordinarily used or required in the regular administrative or planning operations of MPO. Such equipment must be required for and used primarily for Eligible Planning Activities. The cost of this specialized equipment must be reasonable as determined by State or FHWA
- e. MPO agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs
- f. MPO submits invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. MPO is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse MPO for the Federal share of the eligible actual costs. MPO shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by the State. MPO shall submit those records to State upon request.

- g. All Invoices are submitted on or before **June 30, 2024.**

8.3.2 MPO is required to submit their reimbursement requests of actual costs incurred to State's Highway Planning Manager. All reimbursement requests (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

The reimbursement request package must include the following:

1. Invoice: The invoice must include the following:
  - a. MPO name and address
  - b. Invoice number
  - c. Invoice date
  - d. Invoicing period (beginning date and ending dates of services)
  - e. Agreement Number
  - f. Project identification (Project Number, Control Number, and Project Location/Description)
  - g. Contact person for questions about the invoice
  - h. Breakdown of MPO's expenses
    - i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
    - ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs
    - iii. Direct Non-Labor Costs
    - iv. Subcontractors/subconsultant expenses
  - i. Federal share and Local share to match the federal amount breakdown of expense.
2. Cost Breakdown Form: Each reimbursement request package must include a completed "Cost Breakdown Form" (NDOT Form 162) properly prepared, signed and dated. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
3. Progress Report: A Progress Report must accompany the reimbursement request and, in accordance with 23 CFR 420.117, must include the following:
  - a. Comparison of actual performance with established goals
  - b. Progress in meeting schedules
  - c. Comparison of budgeted (approved) amounts and actual costs incurred.

Cost overruns and underruns

- d. Approved planning program revisions, and
- e. Other pertinent supporting data

4. Breakdown of subcontractors/subconsultant expenses

- a. Must be noted as paid and signed by appropriate representative

8.3.3 It is understood that when utilizing STP Funds for travel expenses related to Eligible Planning Activities outside MPO area, MPO will submit detailed travel information to State either prior to the travel, or submitted with the STP billing statement. The reimbursement for meal and lodging rates shall be actual costs limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

8.3.4 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MPO for the Federal share of the actual costs of Eligible Planning Activities and will make a reasonable effort to pay MPO within thirty (30) days of State's receipt of MPO's reimbursement request.

8.3.5 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by MPO are allowable under this agreement, including any subcontractor/subconsultant agreements.

8.3.6 Oversight costs include: direct costs, such as compensation of MPO employees for their time devoted and related directly to the performance of the Eligible Planning Activities for which the federal-aid was approved; cost of materials consumed for the Eligible Planning Activities; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual.

#### **8.4 AUDIT AND FINAL COST SETTLEMENT**

8.4.1 The final settlement between State and MPO will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

8.4.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for Eligible Planning Activities are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under this Agreement. MPO

agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse MPO for underpayments when appropriate.

8.4.3 If MPO's calculated share is more than the amount of local funds previously paid to State, State will bill MPO for the difference. MPO agrees to pay the amount due State within thirty (30) days of receipt of invoice.

8.4.4 If MPO's calculated share is less than the amount of local funds previously paid to State, State will reimburse MPO for the difference and will make a reasonable effort to pay MPO within thirty (30) days of the completion of the audit.

## **SECTION 9. PROCUREMENT OF ENGINEERING AND DESIGN RELATED SERVICES**

MPO shall procure engineering design related services (as defined in 23 CFR 172.3) using the Qualifications Based Selection process set out in the LPA Guidelines Manual.

## **SECTION 10. PROFESSIONAL PERFORMANCE**

It is understood by the Parties that MPO is solely responsible for all work product generated as part of the Eligible Planning Activities completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of MPO or its consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MPO and its consultant which would relieve MPO from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MPO or its consultant.

## **SECTION 11. INDEMNITY**

MPO agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

## **SECTION 12. CONFLICT OF INTEREST LAWS**

12.1 MPO 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 or Federal funding. MPO should review, understand and follow the instructions provided in the **NDOT CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL**

**FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location: <http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

- 12.2 MPO must also complete, sign and submit to State's Highway Planning Manager, the **NDOT CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at the following location: <http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>
- 12.3 Consultants, subconsultants, agents, or representatives providing services for MPO's, or submitting proposals for services, shall submit to MPO and State's Highway Planning Manager a Conflict of Interest Disclosure Form for Consultants. Consultants, subconsultants, agents, or representative shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with such entity or individual(s) having a real or potential conflict of interest on MPO federal-aid transportation planning activities.

### **SECTION 13. DRUG FREE WORKPLACE**

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

### **SECTION 14. RECORDS RESPONSIBILITY**

- 14.1 MPO shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by the State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MPO shall furnish copies to those mentioned in this section when requested to do so.
- 14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration 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 State or Federal Highway Administration."

- 14.5 In the event of failure of agreement between State and MPO relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- 14.6 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.
- 14.7 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.
- 14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate other party.

#### **SECTION 15. FAIR EMPLOYMENT PRACTICES**

If MPO performs any Eligible Planning Activities itself, MPO shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "MPO".

#### **SECTION 16. DISABILITIES ACT**

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

#### **SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS**

MPO agrees to comply with the requirements of Neb.Rev.Stat. § 4-108 to 4-114 with the Eligible Planning Activities, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

## **SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

### **18.1 Policy**

MPO 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 financed in whole or in part with Federal Funds under this Agreement.

### **18.2 Disadvantaged Business Enterprises (DBEs) Obligation**

MPO and State 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 financed in whole or in part with Federal Funds provided under this Agreement. In this regard, MPO 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.

## **SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES**

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

### **19.1 Compliance with Regulations:**

MPO 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.

### **19.2 Nondiscrimination:**

MPO, 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 subcontractors, including procurements of materials and leases of equipment. MPO shall not participate

either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

**19.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

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

**19.4 Information and Reports:**

MPO 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 State 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, MPO shall so certify to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

**19.5 Sanctions for Noncompliance:**

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

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

**19.6 Incorporation of Provisions:**

MPO shall include the provisions of sections 19.1 through 19.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MPO shall take such action with respect to any subcontract or procurement as State 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 subcontractor or supplier as a result of such direction, MPO may request State to enter into such litigation to protect the interests of State, and in addition, MPO may request the

United States to enter into such litigation to protect the interests of the United States.

## **SECTION 20. ENTIRE AGREEMENT**

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

## **SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

21.1.1 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.

21.1.2 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.

21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, subgrants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.2 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 for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

## **SECTION 22. PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT**

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

## **SECTION 23. PRIVACY ACT STATEMENT**

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.

## **SECTION 24. HOME RULE CHARTER**

State and MPO agree that:

(a) Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of MPO will have a financial interest, direct or indirect, in any MPO contract. Any violation of this section with the knowledge of the person or corporation contracting with MPO will render the contract or agreement voidable by the Mayor or Council.

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

**EXECUTED** by the MPO this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS:

MPO

Matt Eash

Michael Helgersen

\_\_\_\_\_  
Witness

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

**EXECUTED** by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Ryan Huff, P.E.

\_\_\_\_\_  
Strategic Planning Division, Chief Strategy Officer

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

RESOLUTION NUMBER 2023 – 15

WHEREAS, the members of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) have been formally designated by their respective legislative bodies to act as the official representative in planning matters of mutual concern; and,

WHEREAS, MAPA is the designated Metropolitan Planning Organization (MPO) for the Omaha-Council Bluffs Transportation Management Area (TMA); and,

WHEREAS, it is the responsibility of the MPO, in conjunction with the States, to certify that the transportation planning process complies with all applicable federal laws and regulations; and,

WHEREAS, the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) and Fixing America's Surface Transportation (FAST) Acts require MPOs to set targets cooperatively with other planning partners; and,

WHEREAS, the Federal Highway Administration issued the final Highway Safety Improvement Program (HSIP) rule in April 2016 to incorporate changes to the HSIP regulations to address provisions in the MAP-21 as well as to incorporate clarifications to better explain existing regulatory language; and,

WHEREAS, MAPA members will participate in development of a Comprehensive Safety Action Plan and assist the Omaha Council Bluffs region to achieve significant decline in roadway fatalities and serious injuries on local roads with the goal of achieving zero by 2040; and,

WHEREAS, MAPA, in coordination with the Nebraska Department of Transportation (NDOT) and the Iowa Department of Transportation, has adopted system performance targets for the TMA; and therefore be it,

RESOLVED, that MAPA approves the following regionally-developed safety (PM1) and truck and travel time reliability (PM3) targets, and continued support to the state-developed pavement and bridge (PM2) targets:

<b>Safety Performance Metric Target (PM1) Established for the MAPA Region</b>	<b>2021 Baseline</b>	<b>2022 Projection</b>	<b>2023 Target</b>
Fatalities (#) (5-year rolling average)	61.2	66.3	63.9
Fatality Rate (5-year rolling average)	0.951	0.955	0.935
Serious Injuries (#) (5-year rolling average)	-	499.2	489.2
Serious Injury Rate (5-year rolling average)	-	8.085	8.024
Non-Motorized (# Fatal & Serious) (5-year rolling average)	-	62.0	60.5

<b>Pavement and Bridge Condition Performance Metric Target (PM2)</b>	<b>Nebraska</b>			<b>Iowa</b>		
<b>Performance Measure (As established as a statewide measure by NDOT and IowaDOT)</b>	<b>Baseline (2021)</b>	<b>2-Year Targets (2023)</b>	<b>4-Year Targets (2025)</b>	<b>Baseline (2021)</b>	<b>2-Year Targets (2023)</b>	<b>4-Year Target (2025)</b>
Percentage of pavements of the Interstate System in Good condition	77.5%	65.0%	65.0%	58.8%	55.0%	55.0%
Percentage of pavements of the Interstate System in Poor condition	0.1%	5.0%	5.0%	0.4%	3.0%	3.0%
Percentage of pavements of the non-Interstate NHS in Good condition	56.0%	40.0%	40.0%	37.9%	35.0%	35.0%
Percentage of pavements of the non-Interstate NHS in Poor condition	2.3%	10.0%	10.0%	3.7%	6.0%	6.0%
Percentage of NHS bridges classified as in Good condition	57.7%	55.0%	55.0%	48.9%	52.5%	56.0%
Percentage of NHS bridges classified as in Poor condition.	2.0%	10.0%	10.0%	2.3%	5.0%	6.6%

<b>Truck and Travel Time Performance Metric Target (PM3) Established for the MAPA Region</b>	<b>2-Year Estimate (2023)</b>	<b>4-Year Estimate (2025)</b>
Interstate Travel Time Reliability	98.0%	98.0%
Non-Interstate Travel Time Reliability	95.5%	96.5%
Freight Travel Time Reliability	1.26	1.25

PASSED this 23rd day of February 2023

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Douglas Kindig  
Chair, MAPA Board of Directors

# STAFF REPORT



DATE: 2/17/2023

TO: MAPA Board of Directors

FROM: Carlos Morales

RE: MAPA Performance Metric Target Setting

Agreement Number: NA

Type of Approval: Final

Committee Approval (TTAC): YES

Date of Committee Meeting: February 23, 2023

## Background

The overall Transportation Performance Management (TPM) program, which the Federal Highway Administration (FHWA) defines as a strategic approach that uses system information to make investment and policy decisions to achieve national performance goals for the purposes of carrying out national progress towards priority metrics. MAP-21 (carried forward in the FAST Act) requires states and MPOs to set performance targets cooperatively with other planning partners based on Federally required categories and measures. Categories include Safety (PM 1), Pavement and Bridge Condition (PM 2), and System and Freight Reliability (PM 3). MAPA must either choose to support the state DOT's performance targets or establish regional MPO performance targets for each category.

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## Discussion

As established in MAP-21, and carried forward in the FAST Act, states and MPOs set performance targets on three required categories: Safety (PM 1), Pavement and Bridge Condition (PM 2), and System and Freight Reliability (PM 3). During the first four-year performance period (2018-2021 data collection years), MAPA has set our own regional targets for PM3 System and Freight reliability, and annually since 2018 MAPA has set our own regional PM1 Safety Targets. For this performance period (2018-2021) MAPA has supported the

Nebraska and Iowa Department of Transportation State PM 2 Pavement and Bridge Condition targets.

This will be the second performance period (2022 - 2025) that will constitute the next four year target and benchmarks. The target period will be reviewed at the midpoint (2024) which allows MAPA an opportunity to adjust the targets. For this second reporting period (2022-2025), MAPA will set its own targets for PM 1 (Safety) and PM 3 (System and Freight Reliability) as we represent an urbanized area where these targets are often different from the averages of the States. For PM 1 (Safety) targets, MAPA used a policy-based methodology established by MAPA's Board of Directors resolution passed August 25, 2022 which stated that the region would work towards a significant decline in roadway fatalities and set a target of reaching zero fatal and severe crashes by 2040. The PM 3 targets used a trend plus other factors methodology, as MAPA acknowledges the differences between urban and rural areas for freight and system reliability. For PM 2 Pavement and Bridge Condition, MAPA elects to support the States of Nebraska and Iowa Departments of Transportation Pavement and Bridge Condition Targets. The reporting metrics primarily set targets for Pavement and Bridge conditions on the National Highway System which is under the purview of the States.

Previous Board of Directors actions related to target setting include:

- On October 25, 2018 the MAPA Board approved the 2018-2021 targets for PM2 and PM3,
- On December 10, 2020 the MAPA Board approved the mid-period update to the MAPA 2018-2021 PM3 targets.
- On January 7, 2022, the MAPA Board approved the MAPA 2022 PM1 Safety targets.
- On August 25, 2022, the MAPA Board approved a resolution to set a target of zero fatal and severe crashes by 2040.

On February 17, 2023 the Transportation Technical Advisory Committee (TTAC) recommended the following motions:

- 1) MAPA set Transportation Performance Targets for the PM 1(Safety) and PM 3 (System and Freight Reliability) and to support the State targets for Nebraska and Iowa for PM 2 (Pavement and Bridge Condition).
- 2) MAPA Board of Directors approve the proposed PM1 safety and PM3 reliability targets.

- 3) MAPA Board of Directors approve the recommendation to support each state's pavement and bridge performance targets.

These recommendations and the associated targets are shown in Resolution 2023-15.

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## Recommendations

Committee Recommendation: All motions passed resulting in recommendation for MAPA Board approval of Federal Performance measure target setting as provided in Resolution 2023-15.

Staff Recommendation: Approve.

# **MAPA PENSION AND DEFERRED COMPENSATION PLAN**

## **Investment Policy Statement**

Approved By: \_\_\_\_\_

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

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# **MAPA PENSION AND DEFERRED COMPENSATION PLAN**

## **Investment Policy Statement**

### **/ Overview and Purpose**

#### **Overview of Investment Policy**

The 'MAPA PENSION AND DEFERRED COMPENSATION PLAN' ("Plan") is a retirement plan established by METROPOLITAN AREA PLANNING AGENCY ("Plan Sponsor") for the benefit of the participating employees and their beneficiaries. The Plan offers eligible employees a convenient, tax-deferred and flexible method to invest for retirement.

The provisions of the Plan document govern the investment structure of the Plan, the identification of the Plan fiduciaries and the authority and responsibilities of those fiduciaries. The Federal law governing the operation of retirement plans—the "Employee Retirement Income Security Act" or "ERISA"—requires that fiduciaries follow the terms of the Plan (unless the Plan's provisions conflict with ERISA). Accordingly, the provisions of the Plan document govern the selection of Plan fiduciaries and the allocation and delegation of duties among the fiduciaries.

The ultimate authority to establish the investment structure, to prepare and amend this Investment Policy Statement and to select and review the investment alternatives resides with the Plan Sponsor. The Plan Sponsor may retain those functions, or if authorized by the Plan document, may appoint specific officers or a committee to fulfill those functions. The Plan Sponsor, the designated officers or the committee, as the case may be, is designated as the Investment Fiduciary for the plan and shall have the responsibilities and authority provided in this Investment Policy Statement.

#### **Purpose of Investment Policy**

The purpose of this Investment Policy Statement ("IPS") is to establish the investment structure for the Plan and to adopt a set of guidelines for the selection of the Plan's investment alternatives and for the periodic evaluation, or monitoring, of the investment alternatives. These guidelines do not constitute a contract or a statement of mandatory requirements, but are instead an explanation of the general principles established for the selection and retention of the investment alternatives. The Investment Fiduciary will determine the weighting to be given to each of these principles and may consider factors in addition to those described in these guidelines.

This IPS explains how the Investment Fiduciary will discharge its obligations to:

- prudently select investment alternatives;
- periodically monitor and evaluate those alternatives; and
- based on such periodic evaluations, determine whether or not the alternatives will continue to be made available to the participants.

These guidelines will be reviewed informally at appropriate intervals and will be reviewed on a formal basis as circumstances warrant. The alternatives, along with their benchmarks, descriptions and performance evaluation measures, may be changed from time to time; so this information, and other decisions that may be periodically reviewed and changed are attached as exhibits, which can be amended without modifying the principles of the IPS.

This IPS is intended to be consistent with the criteria for an "ERISA Section 404(c) Plan" as described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as

amended ("ERISA"), and the regulations thereunder. If the plan intends to obtain the fiduciary protections of ERISA Section 404(c), the Plan must satisfy the conditions in the regulations under ERISA Section 404(c), including the designation of a broad range of investment alternatives, which permit participants to make independent choices regarding the manner in which the assets in their individual accounts are invested and which afford the participants the opportunity to materially affect the potential returns on their accounts and the degree of risk involved.

## ***II. Investment Structure***

### **Overview of Structure**

The investment structure of the Plan will allow participants to create investment portfolios by allocating their accounts among a group of prudently selected and monitored investment alternatives that together constitute a broad range of asset classes and investment styles. From time to time the Plan's investment structure will be reviewed by the Investment Fiduciary. The Plan's designated investment alternatives shall be look-through investment vehicles as that term is defined in the regulations under ERISA Section 404(c) (the "Funds"), although other types of investment alternatives may also be offered.

In addition, the structure will include asset allocation funds, which will enable participants to direct the investment of their accounts into a single diversified vehicle designed to be consistent with their time horizons and/or risk tolerances.

The investment structure will offer participants the opportunity to select among a large number of mutual funds and similar vehicles (the "mutual fund window") in addition to the Designated Funds. The investment options in the mutual fund window will constitute all of the investment alternatives that it is administratively feasible for the Plan to hold and, as such, will not be designated by the Plan and are not selected and monitored subject to ERISA's fiduciary standard of prudence.

### **Designated Funds for Broad Range**

In order to offer a broad range of investment alternatives so that each participant and beneficiary has a reasonable opportunity to:

- materially affect both the potential return and degree of risk relating to his or her accounts,
- choose from diversified investment alternatives, and
- diversify his or her investment to reduce the risk of large losses

The Plan will offer a selection of open-ended registered investment companies (i.e., mutual funds) or similar investment vehicles, each of which consists of internally diversified portfolios within their asset classes.

In the process of selecting the funds to be used as the Plan's investment alternatives, the Investment Fiduciary will first select the asset classes and investment styles ("asset classes") intended to satisfy the broad range requirement. At a minimum, the Plan's investment alternatives should provide participants the opportunity to invest in vehicles designed to maintain a stable principal value (i.e., cash equivalents), vehicles designed to primarily target domestic bonds, vehicles designed to primarily target domestic equities and vehicles designed to primarily target international equities. Once the asset classes are determined, the Investment Fiduciary will, utilizing the procedures described in section III of this IPS, identify one or more funds to represent each of those asset classes.

The asset classes and the funds selected as the Designated Funds are identified in Exhibit A.

### **Additional Designated Funds**

The Investment Fiduciary may also decide to offer funds in addition to those selections for the broad range requirements. These funds are also known as Designated Funds, and they may include, but are not limited to, those that target a specific sector or sectors, country or region,

whose managers take greater than normal risk or whose managers tactically reallocate asset classes within their portfolio. These funds may be added to provide additional investment alternatives and accommodate participant interest.

In selecting these additional Designated Funds, the Investment Fiduciary will consider factors such as: the nature of the participant workforce; investment education, communication and advice programs; the needs and preferences of the participating employees and/or of certain groups of employees.

The additional Designated Funds are also listed in Exhibit A.

### **Investment Education and Models for Participant Direction**

The plan will provide participants with general financial and investment information, including asset allocation models to educate and assist them in making their allocation decisions. Participants will be provided with a questionnaire that measures their individual risk tolerance and investment time horizon and may select a model portfolio based on the results of that questionnaire. Participants may then select from among the funds offered by the Plan to build their own asset allocation portfolio consistent with their individual risk tolerance and investment time horizon.

The asset allocation models are described in Exhibit B.

### **Asset Allocation Funds**

To enable participants to benefit from the asset allocation knowledge of investment professionals, the Plan will provide participants with two sets of asset allocation funds.

One set of asset allocation funds have been strategically designed to afford participants with the opportunity to select an investment that matches their risk-and-reward profile, based on a questionnaire completed by the participant. The asset allocation funds consist of the same asset classes and the same percentages outlined for the asset allocation models. The underlying fund within each asset class is an index fund for a common benchmark index for that asset class.

The second set of asset allocation funds implements a strategy so that each fund follows an investment style designed for participants based upon their target retirement date. Each fund is initially allocated to represent the characteristics of investors with a certain time horizon. As the target retirement nears, the fund is automatically rebalanced to address a more conservative investment approach.

The purpose of these asset allocation funds in general is to provide participants with investment options professionally designed to take into account risk tolerances and investment time horizons. Additionally, the asset allocation funds will automatically be rebalanced periodically to maintain the strategic asset allocation.

### **Mutual Fund Window**

The Investment Fiduciary may, from time to time, decide to offer participants the opportunity to select from among a large number of mutual funds and similar investment vehicles through a mutual fund window selected by the Investment Fiduciary. The investment alternatives in the mutual fund window are not designated as investment options and, therefore, are not Designated Funds.

The Investment Fiduciary will notify participants that the investment alternatives available through the mutual fund window are non designated alternatives that have not been prudently selected, are not monitored, require investment expertise or advice to prudently manage and therefore may have greater risk of loss than the Designated Funds.

### ***III.* Standards for Selection of Portfolio**

#### **Overview of Portfolio and Performance Standards**

The Investment Fiduciary will engage in a process to prudently select, monitor and, where appropriate, remove Designated Funds. The Funds will be selected from among a universe of investment alternatives such that there is reasonable assurance that an adequate number of funds have been reviewed and, therefore, that the Designated Funds are representative of superior investment alternatives available to the Plan.

The Designated Funds will be regularly monitored and, where appropriate, will be removed. If a Designated Fund is removed, it will normally be replaced by a similar Designated Fund. However, the Investment Fiduciary may, in its discretion, determine that a removed Fund will not be replaced.

The following are the guidelines for the selection, monitoring, retention and removal of Funds.

#### **Selection of Funds**

1. Selection of Designated Funds  
For the selection of Designated Funds (other than cash equivalents and index funds), the Investment Fiduciary will evaluate a reasonable universe of mutual funds using the guidelines set forth in this section of the IPS. The Investment Fiduciary will evaluate the total returns of cash equivalents and index funds against their specific market benchmarks.
  - a. Evaluation Guidelines. The Investment Fiduciary will initially create a peer group of funds for each targeted asset class consisting of mutual funds or other diversified investments ("funds") with similar investment styles, then screen the universe of funds based on the following evaluation guidelines:
    - i. Operating Expenses. The expense ratio of the funds will be evaluated to consider the reasonableness and effect of the costs, with preference being given to low-cost funds unless the additional cost can be justified by other factors.
    - ii. Sharpe Ratio. The investment performance of the funds, relative to the risk taken by the managers, will be evaluated.
    - iii. Trailing Performance. The investment performance of the funds will be evaluated using weighted trailing annualized total returns.
    - iv. Rolling Information Ratio. The consistency of risk-adjusted investment performance of the funds, relative to their benchmarks, will be evaluated.
    - v. Rolling Performance Consistency. The total returns of the funds will be evaluated using rolling periods to minimize the end period dominance of recent performance history and to provide more comprehensive performance data to evaluate.
    - vi. Rolling Selection Return. Each fund's returns will be compared to the market benchmarks of various investment styles to determine the custom portfolio benchmark that best explains the pattern and consistency of each fund's returns. The Investment Fiduciary will then compare each fund's performance to its custom portfolio benchmark to determine the value added or subtracted by its manager.

The specific evaluation guidelines ("fund evaluation measures") applied to each fund are listed in Exhibit C.

- b. **Fund Warning Signs.** As a secondary screening process in selecting the fund, the Investment Fiduciary will also evaluate certain factors, called “warning signs.” Warning signs could be an indication of a fund’s inability to consistently outperform its peers in the future and will be carefully considered by the Investment Fiduciary. When selecting between two funds that have similar results under the evaluation guidelines (listed above), preference will normally be given to the fund with fewer warning signs. The Investment Fiduciary will evaluate warning signs such as the following:
  - i. High operating expenses
  - ii. High individual holding concentration
  - iii. High economic sector concentration
  - iv. High performance volatility
  - v. High portfolio turnover
  - vi. Low style purity
  - vii. High duration bet
  - viii. Low credit quality average
  - ix. Low manager tenure
  - x. Low asset base

The specific warning signs applied to each fund are listed in Exhibit D.

- c. **Fund Selection.** For each peer group, the Investment Fiduciary will review a minimum of two funds that best satisfy the evaluation guidelines, with the Investment Fiduciary determining the relative weighting of any warning signs or other relevant considerations. The Investment Fiduciary will then select, from those finalists, one or more Designated Funds that the Investment Fiduciary determines to be most suitable for the Plan and the participants to provide a broad range of investment alternatives to the participants.

## 2. Selection of Additional Designated Funds

For the selection of additional Designated Funds, the Investment Fiduciary will use the same procedures and guidelines used for the selection of funds selected to satisfy the broad range investment options above, with the following exceptions:

- a. The Investment Fiduciary normally will not consider the following warning signs as grounds for elimination when selecting additional Designated Funds:
  - i. Lack of internal diversification.
  - ii. Lack of investment style purity and consistency.
  - iii. Funds with highly volatile past performance relative to their peer group.
  - iv. Funds with high portfolio turnover relative to their peer group.
  - v. Funds with insufficient assets or portfolio management experience to adequately handle large cash flows and/or significant increases in fund assets.
- b. Other than those exceptions, the Investment Fiduciary will use the same evaluation guidelines and fund selection criteria for reducing the universe of funds to a minimum of two alternatives within each selected peer group and for selecting among those alternatives.

### **Qualified Default Investment Alternative**

The Investment Fiduciary will select an investment alternative that meets the requirements of the

Department of Labor published at 29 CFR Section 2550.404c-5 (hereafter referred to as the "QDIA regulation"), which provides relief from certain fiduciary responsibilities under ERISA for investments made on behalf of participants or beneficiaries who fail to direct the investment of assets in their individual accounts. The Investment Fiduciary shall carefully study the requirements of the QDIA regulation and the types of investment alternatives permissible thereunder as a long-term QDIA, evaluate the investment alternatives available to determine that they are permissible as a long-term QDIA under the QDIA regulation, review the Plan's participant base and its needs, and select an appropriate QDIA that is capable of meeting the long-term retirement investment needs of the Plan's participants. The Investment Fiduciary will monitor the investment identified as the QDIA and will document this review, to ensure that it continues to satisfy QDIA regulations and that it remains suitable and appropriate as a QDIA for the Plan's participants. If either of those criteria are not continually met, the Investment Fiduciary will replace the investment alternative with another investment alternative that meets the criteria set forth in this section.

If a participant fails to provide the Plan with an investment direction, the Investment Fiduciary will direct the investment of the participant's account to the QDIA, until such time as the participant provides his or her first affirmative direction. Such monies will continue to be invested in the QDIA until and unless the Investment Fiduciary decides to change this decision for all participants who have not provided investment directions or until the Investment Fiduciary determines that a different investment selection is appropriate to serve as the QDIA.

#### **Selection of Mutual Fund Window**

The Investment Fiduciary will select the provider for the mutual fund window. In making that decision, the Investment Fiduciary will consider factors such as: the expense structure of the mutual fund window; the administrative needs of the plan, including recordkeeping; the adherence of the provider to Plan policies; and the number and variety of the investment alternatives in the mutual fund window.

## ***IV. Monitoring of Investment Alternatives***

### **Overview of Monitoring**

The Investment Fiduciary will periodically monitor and evaluate the specific investment alternatives to determine if they continue to be suitable and appropriate for the Plan and the participants.

### **Monitoring of Designated Funds**

1. Procedures for Review of Investment Information. The Investment Fiduciary will obtain and review the following information, as well as any other information that the Investment Fiduciary finds valuable in fulfilling its responsibilities:

The Investment Fiduciary will periodically obtain reports for all Designated Funds, which include a full and comprehensive review and evaluation of each Fund with respect to the portfolio and performance standards in this IPS. The Investment Fiduciary will meet at appropriate intervals to review this Investment Policy Statement, the investment structure and the investment alternatives offered by the Plan. While it is contemplated that the Investment Fiduciary will meet annually, that is a guideline and not a requirement.

2. To continue to be offered to the participants, a Fund will be expected to maintain an overall rating ("fund status") of above average, based on the evaluation guidelines (fund evaluation measures) in the section of this IPS on Standards for Selection of Portfolio. However, if a Fund is rated below average for one or two quarters, that normally will not be cause for the removal of the Fund. If a Fund is rated below average for three (3) or more quarters out of the past four (4) quarters as of the annual review date, it will normally, but not necessarily, be removed by the Investment Fiduciary. The Investment Fiduciary may keep the Fund as an investment alternative if the Investment Fiduciary determines in its discretion that it is prudent to do so. If a fund is removed, the Investment Fiduciary will normally replace the Fund with another similar fund, using the procedures in this IPS for the selection of a fund. However, the Investment Fiduciary may, in its discretion, determine that a removed Fund will not be replaced.

The criteria for determining a Fund's overall rating ("fund status") are listed in Exhibit E.

3. If a Fund is removed for future contributions, the following procedures will generally be followed by the Investment Fiduciary:
  - a. The monies will ordinarily be transferred to the replacement Designated Fund, if one is selected by the Investment Fiduciary. Alternatively, the Investment Fiduciary may inform the participants of its intention to remove the Fund and permit the participants to direct the transfer of their monies from the Fund being removed. In that case, any monies remaining in that Fund at the time of its removal will be transferred by the Investment Fiduciary to the replacement Fund, if one is selected. Otherwise, the monies will be transferred to the most appropriate investment alternative, as determined by the Investment Fiduciary.
  - b. The Investment Fiduciary may implement reasonable procedures, including blackout periods, to accomplish these changes.
  - c. The Investment Fiduciary may decide to preclude the investment of additional participant money in a Fund, but not remove the Fund as an investment alternative in the Plan to the extent participants are already invested in that Fund (that is, investment in that Fund may be "frozen"). For example, the Investment Fiduciary may determine that, while another Fund better serves the needs of the Plan and its participants, the frozen Fund remains a prudent and suitable alternative for the

participants who are invested in it and therefore restrict additional investments in that Fund for the administrative purposes of the Plan.

#### **Monitoring of Asset Allocation Funds**

The Investment Fiduciary will periodically obtain and review information necessary to determine whether the asset allocation funds are performing in a manner consistent with the objectives described in section II, Investment Structure, of this IPS.

#### **Monitoring of Mutual Fund Window**

The Investment Fiduciary will periodically monitor the mutual fund window and its provider for proper operation of the window, including accounting for transactions and recordkeeping. However, while the mutual fund window is a designated investment vehicle, the investment alternatives within the window are not designated by the Plan and, therefore, are not selected or monitored by the Investment Fiduciary. Instead, the mutual fund window is intended to provide the electing participants with all of the investment alternatives that it is administratively feasible for the Plan to hold.

## **V. *Other Provisions***

### **Proxy Voting**

The Investment Fiduciary will determine the proper voting of proxy proposals related to the Funds. Because the Funds are prudently selected and monitored, and underperforming Funds are removed, the Investment Fiduciary will usually vote in support of the management proposals in the proxies. However, the Investment Fiduciary will review the proxy statements for proposals that could be detrimental to the interests of the Plan and the participants and will vote the Plan's shares against those proposals. For example, the Investment Fiduciary will generally vote against proposals that:

1. Increase the expenses of the Funds.
2. Increase the risk of the investments in the Funds.
3. For Designated Funds, would result in a change to an investment style inconsistent with the objective and targeted asset class for which the Fund was chosen.

While the Investment Fiduciary is responsible for deciding on how to vote the Fund shares, it may delegate the ministerial tasks of implementing its voting directions and submitting the votes.

### **Investment Fiduciary Discretion**

The Investment Fiduciary has the sole and absolute discretion to interpret, implement and amend this Investment Policy Statement, including any decisions to select, remove and replace investment alternatives for participant direction.

## **Exhibit A: Designated Funds and Benchmarks**

As of the effective date of this Investment Policy Statement (IPS), the Designated Funds are:  
(see attached report)

## Exhibit B: Asset Allocation Models

Asset allocation models will be offered to participants as a part of the Plan's investment education program. The asset allocation models will assist participants in allocating the investment of their accounts at the appropriate point on the risk/reward spectrum, as determined by each participant. A risk tolerance questionnaire designed for use with the models has been adopted by the Investment Fiduciary. Based upon an analysis of the completed risk tolerance questionnaire and other relevant criteria, the participant will be responsible for selecting an appropriate asset allocation model. The asset allocation models are as follows:

Current Version of Asset Allocation Models in Enrollment Kits.pdf - Adobe Acrobat Reader DC

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Take your total points from the questionnaire and look for the profile that best describes you.

Total points:	58 or more = Aggressive	40 to 57 = Moderate/ Aggressive	27 to 39 = Moderate	17 to 26 = Moderate/ Conservative	16 or less = Conservative
International	30%	24%	19%	14%	9%
Small-cap	5%	5%	4%	2%	1%
Mid-cap	11%	9%	7%	6%	4%
Large-cap	44%	37%	30%	23%	16%
Bonds	7%	18%	28%	38%	40%
Capital preservation	3%	7%	12%	17%	30%

Aggressive

Appropriate for an investor with both a high tolerance for risk and a long time horizon. The main objective of this portfolio is to provide high growth without providing current income.

Moderately Aggressive

Designed for an investor with a high tolerance for risk and a longer time horizon. This investor has little need for current income and seeks above-average growth from his/her investable assets.

Moderate

Best suits an investor who seeks relatively stable growth and a low level of income. The investor will have a higher tolerance for risk and/or a longer time horizon than a conservative or moderately conservative investor. The main objective is to limit fluctuations to less than those of the overall stock market.

Moderately Conservative

Appropriate for an investor who seeks both modest investment value increases and income from his/her portfolio. This investor will have either a moderate time horizon or a slightly higher risk tolerance than someone who chooses a Conservative profile.

Conservative

Designed for an investor with a low risk tolerance and/or a short time horizon. It is targeted toward the investor seeking stability and whose main objective is to preserve capital while providing income. Fluctuations in the value of these portfolios are minor.

The Asset Allocation tool is provided for educational purposes only. It is not intended to provide personalized investment advice.

The Asset Allocation Tool presented is available through a license agreement between Wilshire Associates and Nationwide. Its sole purpose is to assist you in determining your general attitudes towards investment risk. This questionnaire does not consider all factors necessary in making an investment decision (e.g., personal and financial information and investment objective). In no way should this questionnaire be viewed as investment advice or establishing any kind of advisory relationship with Wilshire Associates. Wilshire Associates does not endorse and/or recommend any specific financial product that may be used in conjunction with the asset allocation models that are presented. Please consult with your financial professional and obtain the financial product's prospectus (or its equivalent) and read it carefully prior to investing.

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The asset allocation models are designed to assist participants in making strategic asset allocation decisions, based on the participant's investment time horizon and risk tolerance.

## Exhibit C: Fund Evaluation Measures

Each fund is evaluated on the basis of six evaluation measures (fund evaluation measures) that quantify the relative operating expenses, total returns and risk-adjusted performance of a fund within its peer group. The total returns of cash equivalents and index funds are evaluated against their specific market benchmarks. The evaluation methodology is not an attempt to predict a fund's future potential; it summarizes how well each fund has historically balanced expenses, returns and risk. The six evaluation measures together provide a systematic process to evaluate and monitor funds using generally accepted investment principles and modern portfolio theories. For each of the six evaluation measures, all funds are ranked using percentile rankings ranging from 1% (best) to 100% (worst) within their respective peer group to determine each fund's relative performance. Percentile ranks for each evaluation measure are translated into "batting averages" for presentation purposes. Batting averages range from 0.400 (best) to 0.100 (worst). The six evaluation measures are equally weighted to compute each fund's overall batting average within its peer group, which is used to determine each fund's status rating. This ranking system provides for appropriate comparisons of funds with similar objectives and investment styles. The fund evaluation measures are as follows:

### Short-term Measures

- **Expense Ratio** (current) peer group ranking
- **Sharpe Ratio** (trailing 36-month) peer group ranking

### Intermediate-term Measures

- **Trailing Performance** (three-year, five-year and 10-year annualized total returns; weighted) peer group ranking
- **Information Ratio** (36 rolling 36-month information ratios) peer group ranking

### Long-term Measures

- **Performance Consistency** (rolling 12-month total returns for the past 10 years) peer group ranking
- **Style Selection Return** (rolling 36-month style selection returns for the past 10 years) peer group ranking

## Exhibit D: Fund Warning Signs

The following fund screening criteria (fund warning signs) are evaluated in order to highlight exposure to potential risks that could possibly make the fund an unsuitable investment alternative. These criteria are evaluated and monitored to reveal potential risks and provide relevant information to assist the Investment Fiduciary in making prudent investment decisions.

- **High operating expenses** (equity, bond, hybrid):  
Rank each fund within its peer group based on recent operating expense data. Flag funds that have an operating expense ratio *above the peer group average*.
- **High individual holding concentration** (equity, hybrid):  
Flag equity and hybrid funds with more than 10% of assets in any one stock, OR more than 50% of assets in the top ten holdings (excluding real estate funds), OR less than 40 holdings (excluding real estate funds).
- **High economic sector concentration** (equity, hybrid):  
Flag equity and hybrid funds with *more than the greater of 25% of assets or 1.5 times the peer group average sector weight* in any one economic sector. The economic sector concentration flag applies only to the equity portion of a hybrid fund. Flag *economic sector* funds with *less than 75% of assets* invested in the *targeted economic sector*.
- **High performance volatility** (equity, bond, hybrid):  
Rank each fund within its peer group by three-year average annualized standard deviation of monthly returns. Flag the funds in each peer group with a *standard deviation of returns in the highest 10% of their peer group*.
- **High portfolio turnover** (equity):  
Rank each equity fund within its peer group by portfolio turnover. Flag the funds in each equity peer group with *portfolio turnover in the highest 10% of their peer group*.
- **Low style purity** (equity):  
Rank each equity fund within its peer group by correlation with the market benchmark assigned to the fund's S&P style classification. Regress each equity fund's monthly returns against the monthly returns of its corresponding market benchmark using a single 36-month trailing period computation. Flag equity funds within the *lowest 10% of R-squared* for each peer group. The market benchmarks assigned to each peer group are identified in Exhibit A.
- **High duration bet** (bond, hybrid):  
Flag bond and hybrid funds with a *three-year average duration 1.5 or more years above or below the three-year average duration of the peer group*. The high duration bet flag applies only to the bond portion of a hybrid fund.
- **Low credit quality average** (bond, hybrid):  
Flag bond and hybrid funds with a *current average credit rating below single A* (S&P ratings).
- **Low manager tenure** (equity, bond, hybrid):  
Flag funds whose portfolio managers have *less than one year* of tenure managing the fund.
- **Low asset base** (equity, bond, hybrid):  
Flag funds with less than \$50 million in assets.

## Exhibit E: Fund Status

Each fund with three or more years of performance history is evaluated and monitored on a quarterly basis and assigned an overall fund status rating according to the following criteria:

### Above-Average Quality Fund:

- **Equity, bond and hybrid funds:** Overall fund batting average of 0.250 or higher
- **Index funds:** five-year tracking error of 1.00% or lower (use three years if fund has less than five years of performance history).
- **Cash equivalents:** Expense ratio less than or equal to 0.80%.

### Below-Average Quality Fund:

- **Equity, bond and hybrid funds:** Overall fund batting average less than 0.250
- **Index funds:** 5-year tracking error greater than 1.00% (use 3 years if fund has less than 5 years of performance history)
- **Cash equivalents:** Expense ratio greater than 0.80%.

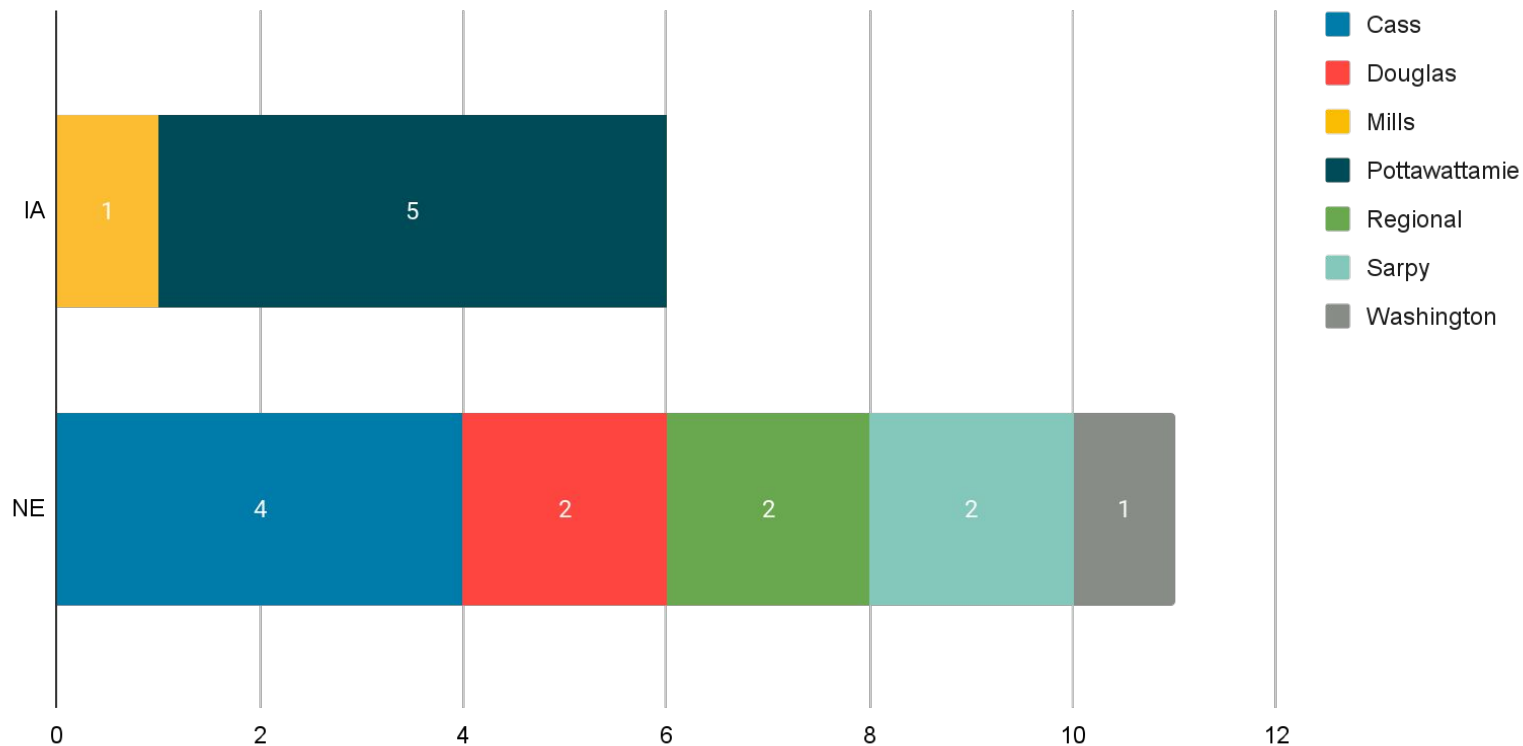
Note: Overall fund batting average is based on the six individual fund evaluation measures listed in Exhibit C (weighted equally).

# Member Survey Results

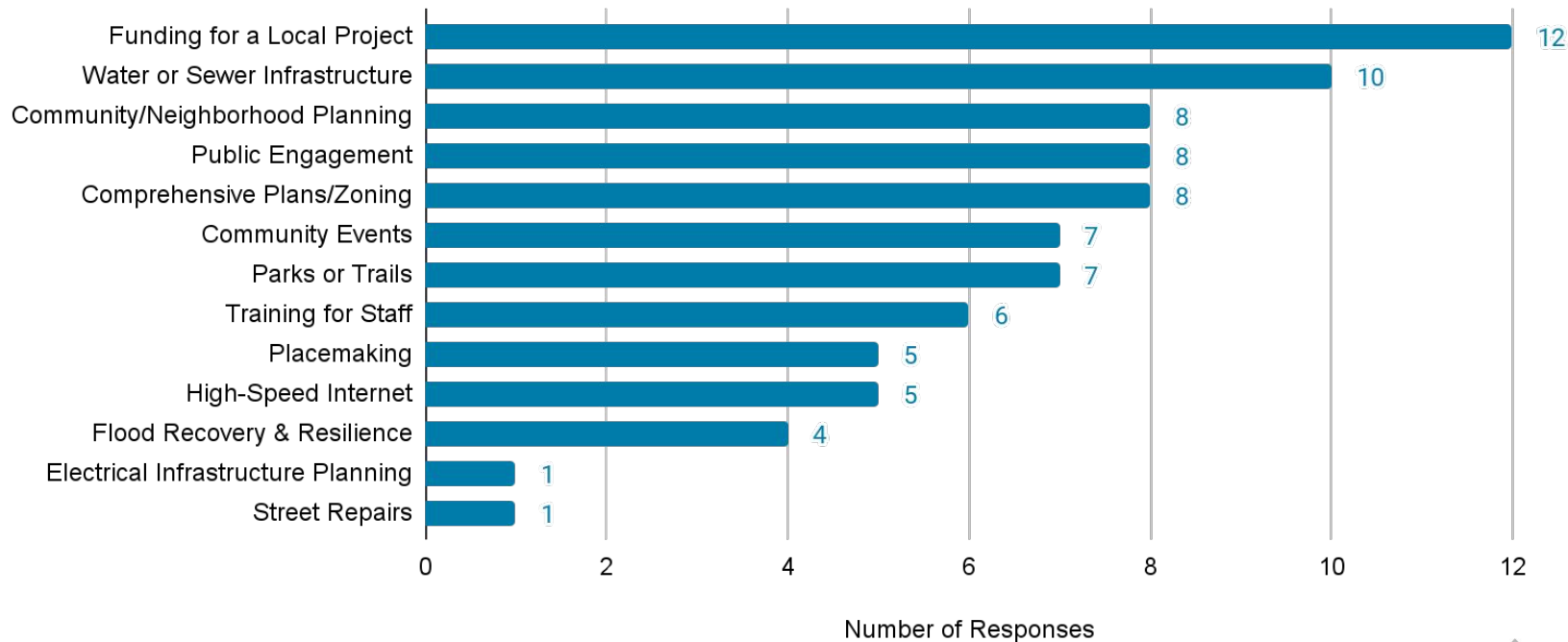




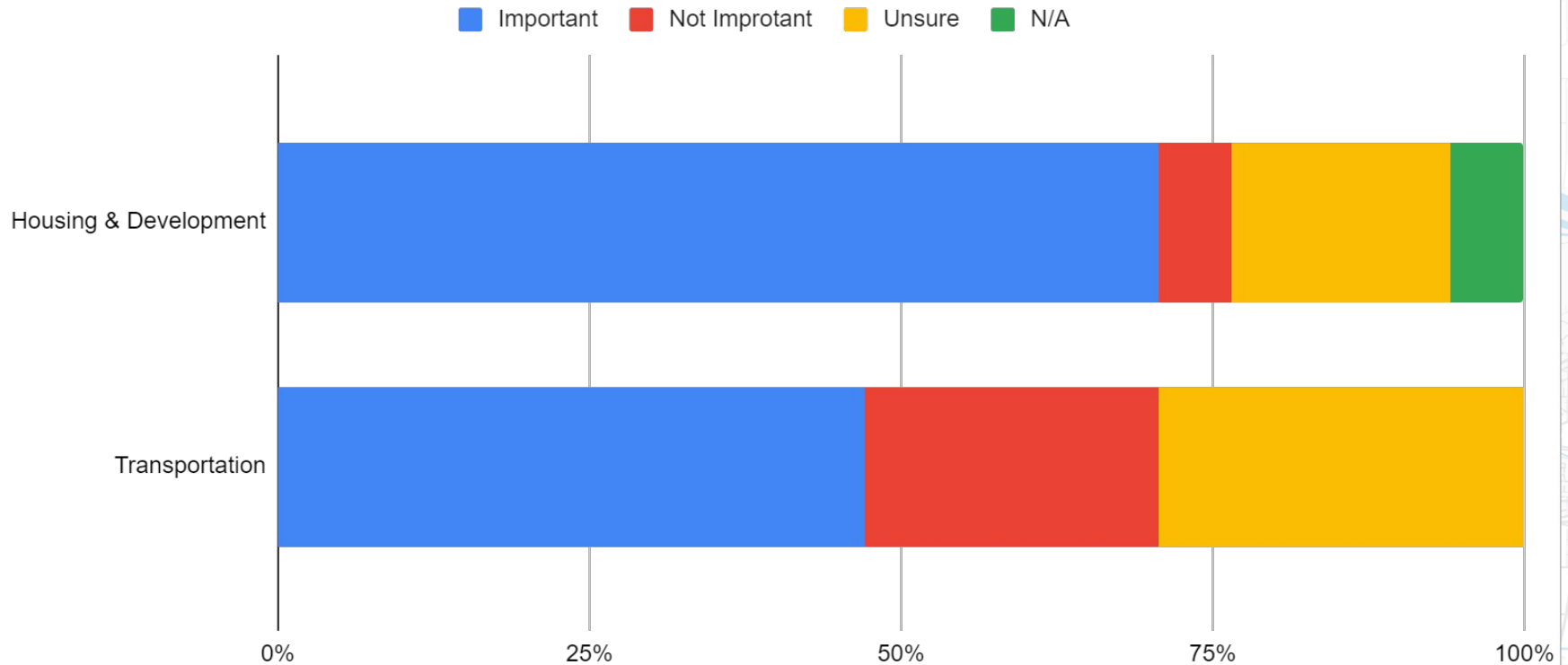
# Respondents by State



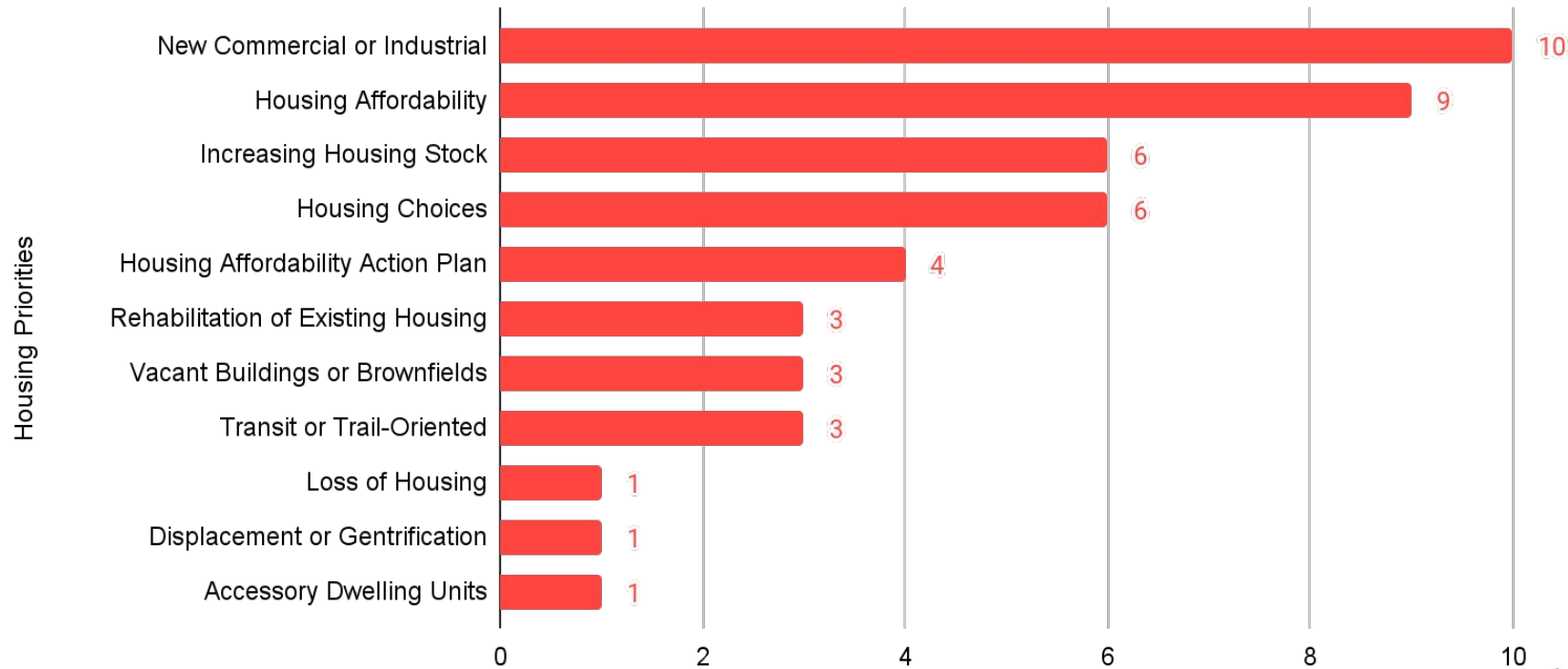
# Community Assistance Requests



# Priorities this Year



# Housing Priorities



# Transportation Priorities

