

09/000736

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING AGREEMENT WITH MAPA FOR CDBG REUSE FUND ADMINISTRATION
AND AUTHORIZING CHAIRMAN TO SIGN SAME

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County has approved a CDBG Reuse Fund grant application for the use of funds on the baseball stadium project; and,

WHEREAS, Metropolitan Area Planning Agency (MAPA) has the experience required in the administration of CDBG grants; and,

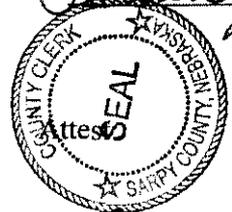
WHEREAS, the attached Agreement sets forth the terms and conditions required for the administration of the CDBG Reuse Fund application.

NOW, THEREFORE, BE IT RESOLVED, by the Sarpy County Board of Commissioners, that the attached Agreement is hereby approved and the Chairman of such Board is authorized to sign the same.

DATED this 22nd day of September, ~~2006~~ 2009

MOVED by Rich Jansen, seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS	NAYS	ABSENT
<u>[Signature]</u>	<u>None</u>	<u>None</u>
<u>Rich Jansen</u>	_____	_____
<u>Tom Jones</u>	_____	_____
<u>Tom Richards</u>		ABSTAIN
<u>Patrick J. Thomas</u>		<u>None</u>



Approved as to form:

SEAL

[Signature]
Sarpy County Clerk

[Signature]
Deputy County Attorney

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 514-200
2. Project Number and Title: Sarpy County FY10 Revolving Loan Administration
3. Effective Date: July 1, 2009
4. Completion Date: June 30, 2010

CONTRACT PARTIES

5. Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102
6. Sarpy County
1210 Golden Gate Dr.
Papillion, NE 68046

ACCOUNTING DATA

7. Contract - \$ 10,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT

THIS CONTRACT, effective this 1st day of July, 2009 by and between Sarpy County, Nebraska, 1210 Golden Gate Dr., Papillion, NE 68046 (herein called the "County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH THAT:

WHEREAS, the County desires to engage the Planning Agency to render certain technical and professional services hereafter described by Sarpy County, Nebraska in carrying out the administration of a business revolving loan program.

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

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

2. Area Covered. The Planning Agency shall perform all of the necessary services provided under this Contract in connection with and respecting the following area, herein called the "planning area": Sarpy County, Nebraska.

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

- A. Objective. The objective of this program is to perform all necessary services associated with administration of the CDBG Program Income Revolving Loan Fund for Sarpy County, Nebraska.
 - B. Work Activity. The Planning Agency will provide and perform CDBG Administration services, including but not limited to, those set out in Attachment A, Scope of Services.
 - C. Anticipated Results. The Planning Agency will provide the County with a detailed report describing work activities undertaken and completed to accomplish the above.
 - D. Coordination and Progress Report. The Planning Agency will provide the County with progress and financial reports every six months in addition to a final report at the completion of its work.
 - E. Final Report. The Planning Agency shall prepare a written narrative documenting work activities and accomplishments under the terms of this Contract.
 - F. Delivery Schedule. A final report shall be delivered by the Planning Agency within fifteen (15) days after the completion of all work covered under this Contract.
4. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Services herein.

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

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

5. Time of Performance. The services of the Planning Agency are to commence July 1, 2009 and end June 30, 2010.

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

- A. Project leader - hourly rate \$81.00 per hour multiplied by number of hours;
- B. Administrative - hourly rate of \$66.00 per hour multiplied by number of hours;
- C. Professional - hourly rate of \$66.00 per hour multiplied by number of hours;
- D. Support staff - hourly rate of \$43.00 per hour multiplied by number of hours;
- E. Mileage – 55.5 cents per mile;
- F. Printing expenses, long distance telephone toll charges, supplies, postage, and miscellaneous expenses - actual cost.

The total charge to the County for salaries and expenses shall not exceed \$10,000 (ten thousand dollars).

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

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

9. Civil Rights Provisions.

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

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

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

C. Civil Rights Compliance in Employment - The Planning Agency shall comply with all relevant provisions of the Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 USC Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, and the Vietnam Veterans Readjustment Act of 1974. The Planning Agency will furnish all information and reports requested by the State of Nebraska or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Nebraska to investigate compliance with these rules and regulations.

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

10. Termination of Contract for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, the Planning Agency shall be compensated for work performed and expenses incurred to date in accordance with the schedule set forth in paragraph 6.

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

12. Interest of Members of the County and Others. No employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

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

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

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

16. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working

solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the County shall have the right to annul this Contract without liability.

17. Equal Employment Opportunity. During the performance of this contract, the Planning Agency agrees as follows:

(A) The Planning Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Planning Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(C) The Planning Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Planning Agency's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Planning Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The Planning Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Planning Agency's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Planning Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The Planning Agency will include the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Planning Agency will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Planning Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Planning Agency may request the United States to enter into such litigation to protect the interests of the United States.

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

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



[Signature]
Attest: Deputy

SARPY COUNTY, NEBRASKA

By [Signature] 9/22/09
Chairman, Board of Commissioners

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest [Signature] By [Signature]
Chairman, Board of Directors

Approved as to Legal Form

Date: _____

Signed _____
MAPA Legal Counsel

Approved as to form:

[Signature]
County Attorney

ATTACHMENT A
SCOPE OF SERVICES

The Metropolitan Area Planning Agency (MAPA) shall assist in compliance with requirements set forth by the Nebraska Department of Economic Development (NDED), maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including, but not limited to the following activities:

1. GENERAL ACTIVITIES

A. Grant Notification

1. Be responsible for knowing and complying with NDED regulations in the writing of the program schedule and any other submission to NDED before contract signing
2. Set up a model for the program schedule assuring compliance time and monetary limitations of grant contract
3. Submit program schedule within the timeframe set up by NDED
4. Meet with grantee to review and assure understanding of terms and conditions of the contract with NDED

B. Environmental Review

1. Assist in finding of Exemption or Environmental Assessment/Level of Clearance Finding
2. Complete and document historic properties procedures
3. Assist in the publishing of early notice and notice of explanation concerning flood plains or wetlands
4. Assist in publishing Notice of Finding of No Significant Effect
5. Assist in publishing Notice of Intent to Request a Release of Funds
6. Assist in submitting Certification of Environmental Review and Request for Release of Funds

C. Program Set-Up

1. Prepare and forward press releases and/or stories concerning the grant
2. Prepare Code of Conduct and resolution
3. Prepare written procurement procedures and resolution
4. Maintain and promote performance standards in minority participation, services to low/moderate incomes, etc. that will help the grantee secure future grants
5. Assure environmental compliance for all phases of grant
6. Set up filing system including the following files:
 - a. Application Process
 - b. Environmental Review
 - c. NDED Contract
 - d. MAPA Contract
 - e. Financial Management
 - f. Local Effort
 - g. Civil Rights
 - h. Labor Standards
 - i. Engineering
 - j. Acquisition
 - k. Project Files
 - l. Quarterly Performance Reports
 - m. Project Monitoring
 - n. Procurement
 - o. Grant Closeout
 - p. General Correspondence

D. Possible Program Amendment

1. Identify problem with Grantee.
2. Public hearing
(prepare notice) (attend)
3. Gather information
4. Write amendment - prepare for grantee approval
5. Conference with NDED
6. Approval and implementation
7. Revise financial and compliance records

E. Record Keeping

1. Assist in setting up books for grant funds
2. Assist in setting up filing system for program information maintenance
3. Maintain and monitor records
4. Assist in executing budget amendments
5. Assist in preparing drawdown forms, authorizing and making disbursements
6. Assist in meeting with NDED officials during site visits
7. Prepare and present program reports to the grantee at least quarterly
8. Prepare and present monthly expenditure reports and quarterly performance reports for NDED

F. Program Close-out

1. Assist the grantee in selection of an auditor for the program
2. Assist auditor by providing all available information for financial and compliance audit
3. Assist in submission of audit to NDED
4. Provide assistance to grantee in answering audit findings, if any
5. Assist grantee in providing proof of expenditure of unaudited funds, if any
6. Assist in preparation of close-out report

G. Other State and Federal Programs

1. Will assist the grantee in acquiring or administering other state or federal programs, which are needed or desired to match NDED CDBG funds

II. PROGRAM ADMINISTRATION

A. Files

1. Shall review files regularly and shall assist in insuring appropriate information is contained in each
2. Shall be located in the office of the Clerk and will remain the property of the grantee

The above outline is generally specific, but some areas may have more detailed requirements implied, but not listed.

MAPA will assist the grantee with these requirements if requests are made by the Chief Executive or governing body of the grantee.

The grantee may request assistance from MAPA that is not specifically designated upon agreement of both parties.

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155
www.sarpy.com

ADMINISTRATOR
Mark Wayne

DEPUTY ADMINISTRATOR
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.
Brian Hanson



COMMISSIONERS

Rusty Hike
District 1
Joni Jones
District 2
Tom Richards
District 3
Pat Thomas
District 4
Rich Jansen
District 5

MEMO

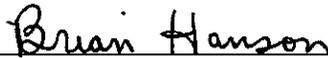
To: Sarpy County Board

From: Brian Hanson

Re: MAPA Agreement for Revolving Loan Administration

At the September 22, 2009 County Board meeting the Board will be asked to sign the attached Agreement with MAPA for administration of the County's Community Development Block Grant (CDBG) Reuse Fund. Under this Agreement, Jake Hansen from MAPA will ensure that all County and State requirements are met for the expenditure of CDBG funds on the baseball stadium project. One of the main responsibilities will be to monitor the creation of Low to moderate Income (LMI) jobs, but Jake will also assist in the environmental review, program set up and record keeping. MAPA will bill Sarpy County on an hourly basis. The total amount will not exceed \$10,000.

September 17, 2009



Brian E. Hanson

BEH/lt

cc: Mark Wayne
Scott Bovick
Deb Houghtaling
Mike Smith

September 29, 2009

Omaha-Council Bluffs Metropolitan Area Planning Agency
Attn: Alene A. Ramsey
2222 Cuming Street
Omaha, NE 68102

RE: CDBG Reuse Fund Administration

Dear Ms. Ramsey:

Action by the Sarpy County Board of Commissioners, at the meeting of September 22, 2009, is as follows:

Resolution (2009-273): Approve and authorize Chairman to sign agreement with MAPA for CDBG Reuse Fund Administration for the Omaha Royals Baseball Stadium Project.

MOTION: Jansen moved, seconded by Richards, to approve the Consent Agenda items as presented. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None.

Enclosed are two originals of the subject agreement, which have been signed by the Chairman as authorized by the above stated action. Upon completion, please return one for Sarpy County records.

Mail to: **Sarpy County Clerk**
 Attn: Chris Vance
 1210 Golden Gate Dr.
 Papillion NE 68046-2895

Sincerely,

Debra J. Houghtaling
Sarpy County Clerk

Enclosures (2)
DJH/tj

Douglas County, NE
Bennington
Boys Town
Omaha
Omaha City Council
Raiston
Valley
Waterloo

•
Sarpy County, NE
Bellevue
Gretna
La Vista
Papillion
Springfield

•
Washington County, NE
Arlington
Blair
Fort Calhoun
Herman
Kennard
Washington

•
Mills County, IA
Emerson
Glenwood
Hastings
Henderson
Malvern
Pacific Junction
Silver City

•
Pottawattamie County, IA
Avoca
Carson
Carter Lake
Council Bluffs
Crescent
Hancock
Macedonia
McClelland
Minden
Neola
Oakland
Treynor
Underwood
Walnut

•
Bellevue Public Schools
Council Bluffs Airport
Authority
Council Bluffs Planning
Commission
Golden Hills Resource
Conservation & Development
District
Iowa Western Community
College
Metro Area Transit
Metropolitan Community
College
Metropolitan Utilities District
Midland Public Schools
Milard Suburban Fire District
Omaha Airport Authority
Omaha Housing Authority
Omaha Planning Board
Omaha Public Power District
Papillion / La Vista Public
Schools
Pappin - Missouri River
Natural Resources District
Pony Creek Drainage
District
Raiston Public Schools
Valley Fire Protection
District #5

METROPOLITAN AREA PLANNING AGENCY

2222 Cuming Street, Omaha, Nebraska 68102-4328
Phone: (402) 444-6866 Fax: (402) 342-0949
Email: mapa@mapacog.org www.mapacog.org
In the MAPA Region: 1-800-827-6866



Memo

To: Chris Vance, Sarpy County
From: Alene A. Ramsey, Administrative Services Director
Date: August 29, 2008
Subject: FY10 MAPA/Sarpy County Revolving Loan
Administration Agreement

Enclosed for your records is a signed original of the FY10
MAPA/Sarpy County Revolving Loan Administration Agreement.
Thank you for your cooperation.