

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AGREEMENT WITH THE OMAHA-COUNCIL BLUFFS METROPOLITAN**  
**AREA PLANNING AGENCY (MAPA) FOR GIS AND PLANNING SERVICES AND AUTHORIZING**  
**CHAIRMAN TO SIGN THE 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, Metropolitan Area Planning Agency (MAPA) has funding available to support GIS and Planning services being provided by Sarpy County.

WHEREAS, Sarpy County is maintaining a region-wide Geographic Information System (GIS) and has the ability to provide GIS services related to transportation issues; and,

WHEREAS, the Sarpy County Planning Director will assist MAPA in preparing the Long Range Transportation Plan and in various transportation issues related to land use.

NOW, THEREFORE, BE IT RESOLVED, by the Sarpy County Board of Commissioners, that the attached agreement between Sarpy County and Mapa is hereby approved and the Board Chairman's signature hereby authorized.

DATED this 22<sup>nd</sup> day of September, 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>[Signature]</u>	_____	_____
<u>Tom Richards</u>		ABSTAIN
<u>Patrick J. Thomas</u>		<u>None</u>
		_____

Attest:

[Signature]  
Sarpy County Clerk



Approved as to form:

[Signature]  
Deputy County Attorney

## CONTRACT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: 540-200
2. Project Number: 410.10 and 660.8 Sarpy County FY 10 Planning and GIS Activities
3. Effective Date: July 1, 2009
4. Completion Date: June 30, 2010

### CONTRACT PARTIES

5. Contractor Name and Address:

Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

6. The Planning Agency:

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

### ACCOUNTING DATA

7. Contract - \$102,000 FHWA PL Funds, plus \$25,500 in local matching funds.

Allotted - \$102,000 FHWA PL Funds

### DATES OF SIGNING AND MAPA BOARD APPROVAL

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

## AGREEMENT

THIS AGREEMENT entered into this first day of July, 2009, by and between the County of Sarpy, Nebraska, a Municipal Corporation, 1210 Golden Gate Drive, Papillion, Nebraska 68046, hereinafter referred to as "County" and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102, hereinafter referred to as "MAPA", providing for professional services described herein and within the MAPA FY 2010 Unified Work Program, hereinafter referred to as the "FY 2010 Program".

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

### 1. EMPLOYMENT OF THE COUNTY

The County through its Planning Department agrees to undertake certain transportation planning activities identified in Section 134 of Title 23 United States Code as amended by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and incorporated into MAPA's FY 2010 Program. This Agreement shall be subject to all required provisions of the Nebraska Department of Roads (NDOR) Grant Agreement Project No. SPR-PL-1(47) attached and incorporated hereto by reference. (Exhibit I).

### 2. AREA COVERED

The area to be covered in the study under this Agreement shall be the Omaha-Council Bluffs urbanized area including Sarpy County.

### 3. SCOPE OF SERVICES

A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2010 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 410.10 and 660.8 identified below.

#### 410.10 Sarpy County Planning Activities

Assist MAPA in carrying out the provisions of SAFETEA-LU which required increased comprehensive planning efforts in the development of transportation systems. Activities will include the evaluation of the effects of population, housing, land use and development trends on the street systems. Land development proposals will also be reviewed for conformance to sound transportation planning principles and compliance with other city and County departments, utility companies, consultants and other governmental agencies such as the Metropolitan Area Planning Agency and the Nebraska Department of Roads. The land use database will be integrated into the Douglas County GIS. Also work on integrating the transportation element of the County into the MAPA Year 2035 Long Range Transportation Plan. These activities will fit into the MAPA regional transportation planning process which includes but not limited to regional land use activity allocations development of alternative regional transportation systems, regional travel forecasts, evaluation of transportation systems impacts, and refinements to alternative transportation systems.

#### 660.8 Data Exchange and Geographic Data Base

Maintain relationships for sharing and exchanging data and work in cooperation with other public and private agencies to increase the availability of various types of data. Update the integrated geographic data base system and develop other computerized tools to assist in the analysis and manipulation of data. This will include: refinement of base maps as needed and expansion of MAPA's computer mapping capacity. Work with jurisdictions in the MAPA region as they investigate the development of a region-wide GIS system.

- B. The County shall develop technical reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:
  - 1. An abstract or summary,
  - 2. Purpose and scope of work activities and of the document,
  - 3. Description and explanation of the techniques used in the study and the analysis conducted,
  - 4. An explanation of the conclusions and any recommendations,
  - 5. Relevant supporting data incorporated within the body of the report, included as an appendix, or by reference to another document previously prepared.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2010 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
- D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of the NDOR. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 410.10 and 660.8 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than 30 days after the end of each quarter.

#### 4. PERSONNEL

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

#### 5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2010 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed during the fiscal year beginning July 1, 2009 and ending June 30, 2010.

#### 6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOR under Project No. SPR-PL-1(47) MAPA agrees to pay for the services rendered by the County under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to

include direct costs not to exceed in any event one hundred-two thousand dollars (\$ 102,000.00) less independent audit and inspection fees, unless acceptable compliance with Office of Management and Budget (OMB) Circular A-133 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of twenty-five thousand five hundred dollars (\$25,500.00). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars.

7. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the project in a manner consistent with OMB Circular A-133 and in accordance with applicable provisions of 23 CFR 172.
- B. Expenditures shall be in conformance with the standards for allow ability of costs set forth in OMB Circular A-87 and the contract cost principles and procedures set forth in 48 CFR Part 1.31.6 of the Federal Acquisition Regulation system.
- C. The County shall establish and maintain separate accounts for expenditures under NDOR Project No. SPR-PL-1(47).

8. SUBMISSION OF VOUCHERS/INVOICES

- A. The County may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of the County's Planning Department certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOR that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from NDOR under Project No. SPR-PL-1(47) MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement.
- B. All invoices shall be taken from the books of account kept by the County and shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all Planning Department personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the County's Planning Department, whose time is directly assignable to this FY 2010 Program, shall keep and sign a time record showing the work element and work activity of the FY 2010 Program, date and hours worked, and title of position.

9. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by NDOR, MAPA shall

thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the County shall be made available to MAPA, and the County shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.

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

#### 10. CHANGES

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

#### 11. RECORDS AND AUDITS

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

#### 12. PROHIBITED INTEREST

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

#### 13. ASSIGNABILITY

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

#### 14. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to

defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

#### 15. INTEREST OF THE COUNTY

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

#### 16. IDENTIFICATION OF DOCUMENTS

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

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)."

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

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

#### 17. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material, which are a part of the work under contract, shall not be copyrighted without written approval of NDOR and FHWA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FHWA. However, if NDOR or FHWA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of NDOR or the Federal Highway Administration."
- D. In the event of failure of agreement between NDOR and the County 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 non-concurrence of the other party shall be set forth, if requested.

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

18. NONDISCRIMINATION

- A. In connection with the execution of this Agreement, the County shall not discriminate against any employee or applicant for employment because of age, political affiliation, belief, race, religion, creed, color, sex, national origin, or disability. The County shall take affirmative actions to insure that applicants and employees are treated without regard to age, political affiliation, belief, race, religion, creed, color, sex, national origin, or disability. Such action shall include, but is not 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.
- B. The County agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
- C. The County further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Highway Administration regarding equal employment opportunity and nondiscrimination. (See Exhibit B attached and incorporated hereto by reference.)

19. MINORITY BUSINESS ENTERPRISE

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

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



Attest: *Evelyn A. [Signature]*

SARPY COUNTY, NEBRASKA

by *[Signature]* 9/22/09  
Chairman Board of Commissioners

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

Attest: *Alene A. Ramsey*

by *[Signature]*  
Chairman, Board of Directors

APPROVED AS TO LEGAL FORM

DATE 8-7, 2009

Signed *[Signature]*  
MAPA Legal Counsel

Approved as to form.

*[Signature]*  
County Attorney

**AGREEMENT**

PROJECT NO. SPR-PL-1(47), STATE CONTROL NO. 00790  
MAPA (OMAHA-COUNCIL BLUFFS METRO AREA PLANNING AGENCY)  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
FY-2010 PLANNING (PL) AGREEMENT

THIS AGREEMENT, entered into by the State of Nebraska, Department of Roads (hereinafter referred to as the State) and the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as MAPA) is for the purpose of providing partial funding of MAPA's portion of the transportation planning activities scheduled to be performed commencing July 1, 2009, as outlined in the Unified Work Program attached to this Agreement.

Funding for MAPA's portion of transportation planning activities is shown in the Unified Work Program. The maximum amount of cash support from the State under this Agreement is \$1,159,601 in Federal Aid Highway Metropolitan Planning (PL) funds for Fiscal Year 2010. The availability of the federal funds are based on the continuation of existing funding levels.

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) requires that a continuing, comprehensive transportation planning process be carried on cooperatively between State and Local governments in urban areas of over 50,000 population; and

WHEREAS, MAPA was organized to represent all governmental subdivisions in the urbanized area of Omaha, including Iowa and Nebraska; and

WHEREAS, MAPA has agreed to establish and maintain a continuing comprehensive and cooperative transportation planning process in the Metropolitan Area in behalf of those governmental subdivisions; and

WHEREAS, MAPA has been designated as the recipient agency for the Omaha Metropolitan area for planning funds pursuant to 23 U.S.C. Section 134 as amended by the Transportation Equity Act for the 21st Century; and

WHEREAS, the State, as part of its planning function, intends to contribute support to the continuing transportation planning process in urban areas;

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

**SECTION 1. SCOPE OF AGREEMENT**

- A. The work to be performed under the terms of this Agreement for the MAPA's transportation planning program will be conducted in accordance with the fiscal year 2010 Unified Work Program included herewith as Exhibit "A" and made a part of this Agreement.

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B. MAPA's responsibility

MAPA shall:

1. Provide the necessary administration of committees and staff, and consult, collaborate and coordinate with the State to accomplish the objectives of the Work Program.
2. Assign qualified MAPA staff personnel as needed to execute MAPA's portion of the Work Program and oversee the contractual service portion of the Work Program.
3. 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 Program. Manuals, questionnaires, reports, forms and other technical documents prepared for use in accomplishing the Work Program shall be submitted to the State and the Federal Highway Administration for review and approval prior to use.

C. State responsibility

1. The State is authorized to assign qualified personnel as needed to accomplish tasks assigned to or agreed to by the State.

SECTION 2. DURATION OF AGREEMENT

Both parties agree to use their best efforts to perform their responsibilities as outlined in the Work Program, within the time of this Agreement. The Agreement shall cover all work performed commencing with the fiscal year beginning July 1, 2009 and ending June 30, 2010.

SECTION 3. PAYMENT

- A. The State agrees to pay for the services rendered by MAPA under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred, and to include direct and indirect costs in accordance with the applicable provisions of 49 CFR 18 and the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation System (48 CFR 31). When specific Federal Highway Administration reimbursement policy differs from the Federal Acquisition Regulation System the Federal Highway Administration policy shall apply. Direct and indirect costs shall not exceed, in any event, one million, one hundred fifty-nine thousand and

six hundred one dollars (\$1,159,601) for costs incurred during fiscal year 2010.

Direct and indirect costs are to be calculated according to the schedule provided by MAPA, identified as Exhibit "D" (Cost Allocation Program) attached hereto and by this reference made a part of this Agreement.

- B. Payments will be made to MAPA not more often than once each thirty (30) days, and shall be for services theretofore performed under this Agreement. MAPA shall submit invoices to Nebraska Department of Roads, MPO Liaison, P.O. Box 94759, Lincoln, NE 68509. MAPA shall submit final invoices within sixty (60) days following the end of the period covered by the agreement. Each invoice and/or supplement billing information shall be the basis of payment pursuant hereto, and shall contain a statement of MAPA's estimate of the percentage of work completed and be signed by a responsible representative of MAPA certifying that all of the items therein are true and correct for the work performed under the provisions of this Agreement. The final settlement between the State and MAPA will be made after final review and approval by the State and after an audit, if deemed necessary by the State, has been performed to verify actual eligible costs. The State upon receipt of the invoices or supplement information will provide payment to MAPA within thirty (30) calendar days thereafter.
- C. Payment for partial billings will be determined by multiplying the value of the percentage of work completed by 0.80. In no event may the total interim payments for the new funds exceed eighty percent of the value of the total work completed and may not exceed a total amount of \$1,159,601 for fiscal year 2010.
- D. MAPA shall submit to the State a listing of all MAPA personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is understood that the salaries and expenses of the Chairman of MAPA, and the MAPA Board of Directors will not be reimbursable as direct costs to Program. It is agreed that employees of MAPA whose time is directly assignable to the Program shall keep and sign a time record showing element of Program, date and hours worked and title of position.
- E. It is understood that when utilizing Nebraska PL funds for travel expenses related to planning activities outside of the MPO area, the MPO will submit detailed travel information to the State either prior to the travel, or submitted with the PL billing statement. The rate of reimbursement will be that allowed by the State for travel by

its own employees. Travel expenses in Iowa would be covered under Iowa State PL agreement requirements.

#### SECTION 4. CHANGES IN THE WORK PROGRAM

- A. If, after consultation with the State, it is determined that changes to the work program are necessary, written approval by the State and the Federal Highway Administration shall be obtained.
- B. The parties to this Agreement agree to collaborate closely on the decisions affecting the composition, scope and duration of the work and those decisions shall receive the written approval of the State prior to proceeding with the Program.
- C. If, as the work progresses, major changes in the schedules, funding, scope, character or estimated total cost of the work to be performed is deemed necessary or desirable, adjustments for payment or modification in the performance of the work shall be submitted by supplemental agreement to the State for review and approval by the State and the Federal Highway Administration.

#### SECTION 5. REPORTS

MAPA shall prepare reports suitable for publication as indicated in the Work Program. One (1) hard copy and an electronic copy of a draft and final of each report shall be submitted to the State for review and approval, if applicable. The State will send an electronic copy of the draft and final reports to FHWA/FTA for their review and approval, if appropriate.

#### SECTION 6. INSPECTION OF WORK

The State and authorized personnel of the Federal Highway Administration or any authorized representative of the Federal government shall at all times be accorded proper facilities for review and inspection of the work hereunder and shall at all times have access to the premises of all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to the work hereunder.

#### SECTION 7. RECORDS

MAPA 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 be lost, at such reasonable time and place as may be designated by the State, Federal Highway Administration or any authorized representative of the Federal government, and shall permit extracts and copies thereof to be made, during the contract period and for three (3) years thereafter.

## SECTION 8. AUDITS

MAPA shall at all times afford a representative of the State, Federal Highway Administration, 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 he may require, shall produce and exhibit such books, accounts, documents and property as he may desire to inspect, and shall in all things aid him in the performance of his duties. MAPA shall be responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement thereof. OMB Circular A-133 states that when the pass-through monies from the Federal Highway Administration (FHWA) equal or exceed \$500,000 in total federal awards in a fiscal year, an A-133 Audit is required.

## SECTION 9. OWNERSHIP OF DATA

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

## SECTION 10. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of the State and Federal Highway Administration.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if the 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 the State or the Federal Highway Administration."
- D. In the event of failure of agreement between the State and MAPA 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 nonconcurrence of the other party shall be set forth, if requested.

- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, 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 11. CLAIMS

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

SECTION 12. CONTRACTUAL SERVICES

- A. All agreements for contractual services pertinent to the Work Program and subject to partial reimbursement under this Agreement shall be submitted to the State for review and prior to final execution shall have been approved in writing by the State. MAPA intends to provide the services pertinent to the Work Program with its own personnel and through subcontracts with Omaha's City Planning and others for work activities identified in the Unified Work Program. It is understood, however, that not less than fifty percent (50%) of such work will be performed with MAPA personnel and/or by subcontract with other public agencies.
- B. In connection with the performance of this contract, MAPA will cooperate with the State in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.
- C. Contracts executed in connection with the performance of this contract in excess of \$2,500 must comply with the applicable regulations and standards of the Cost of Living Council in establishing wages and prices.

SECTION 13. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising herefrom.
- B. No member, officer or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

SECTION 14. CANCELLATION

The State reserves the right to cancel this Agreement at any time it deems to be in the best interest of the State upon giving thirty (30) days written notice of such cancellation to MAPA. If the contract is cancelled under this provision, the State shall continue to reimburse MAPA, as outlined in this agreement, for all expenses incurred and work completed to the date of cancellation. The remaining value of all nonexpendable office equipment and capital improvements partially funded under this Agreement shall be appraised by the State and disposed of in a manner that shall be in the best interest of the State, subject to the approval of the Federal Highway Administration.

SECTION 15. LIMITATIONS OF LAW

It is mutually understood between the parties that the final authority in highway matters now vested in the State by Federal and state statutory and case law shall not be affected by this Agreement.

SECTION 16. NONDISCRIMINATION

MAPA agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 1998) 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 Exhibit "B" attached hereto and hereby made a part of this agreement.

SECTION 17. LOBBYING CERTIFICATION

MAPA agrees to abide by the provisions of the Federal Lobbying Certification since federal funds shown in this agreement exceed \$100,000. "Certification for grants, loans, and cooperative agreements" is included herewith as Exhibit "C" and made a part of this agreement.

SECTION 18. MINORITY BUSINESS ENTERPRISES

A. Policy

MAPA and the State agree to ensure that minority 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. Consequently, the minority business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this Agreement.

B. Minority Business Enterprises Obligation

MAPA and the State agree to ensure that minority 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, MAPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. MAPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

On any work performed by or caused to be performed by MAPA, failure of MAPA to carry out the requirements set forth above shall constitute breach of contract and,

after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 19.      EQUIPMENT

- A.    The State agrees to participate in the cost of specialized items of equipment, not of a nature normally used or required in the regular administrative or engineering operations of MAPA, which items are required for, and will be used primarily on work incident to this Agreement, and the cost of which is considered reasonable.
- B.    MAPA agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs.
- C.    MAPA agrees to obtain the approval of the State and of the Federal Highway Administration prior to the purchase of an item of equipment of the type described above in Paragraph A.

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

EXECUTED by MAPA this 2 day of July, 2009.

WITNESS:

METROPOLITAN AREA PLANNING AGENCY  
Paul Mullen

Aleene A. Ramsey

Paul B. Mullen

EXECUTED by the State this 10<sup>th</sup> day of July, 2009.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Randall D. Peters, P.E.

Randall D. Peters  
Planning & Project Development Engineer

PLN18-SA

**METROPOLITAN AREA PLANNING AGENCY**

**FY 2010 WORK PROGRAM**

***FINAL***

May 28, 2009

EXHIBIT A

# MAPA FY 2010 WORK PROGRAM

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## INTRODUCTION

### TRANSPORTATION UNIFIED WORK PROGRAM

The projects identified will act as the Unified Work Program (UWP) for the Omaha-Council Bluffs metropolitan area. They describe the work to be done for the continuing transportation planning process for FY 2010, and will serve as the basis for funding within the fiscal year.

The development of a Unified Work Program, as described in the 23 CFR, Part 450 and 49 CFR, Part 613, is to serve as a means to promote the integration of modal planning coordination and to relate these activities to comprehensive planning.

During the development of the FY 2010 Unified Work Program, a priority setting process was used to identify programs and projects that should be included in the work program.

Participants in this process included the MAPA Council of Officials, MAPA Board of Directors and their technical advisory committees. Results of this process are reflected by the projects in this work program and the associated funding levels. Participants in the transportation planning activities are outlined in the MAPA Interlocal Agreement and committee Operating Rules. The Transportation Technical Advisory Committee provides the direction for the development of the UWP and monitors progress of the work.

### ORGANIZATION AND MANAGEMENT

MAPA is designated as the Metropolitan Planning Organization (MPO) for the Omaha-Council Bluffs urban area. The MAPA Council of Officials is the overall policy body for agency with the Board of Directors providing guidance for all MAPA projects, studies and programs. In addition, committees have been organized to provide technical advice. (See Appendix II for listing of Transportation Policy and Technical Committees). The relationship, responsibility and composition of the MAPA Council of Officials and Board of Directors and their committees are also described in the MAPA Interlocal Agreement and committee Operating Rules.

### WORK PROGRAM

A description of the specific transportation-related tasks to be performed, and financial estimates, are contained in the following projects:

- 140 Transportation Forums
- 410 Transportation Planning Applications/Products
- 420 Transportation Planning Procedures/Models
- 430 Transportation Funding Analysis
- 440 Short-Range Transit
- 450 Special Transportation Studies
- 460 Iowa Regional Transportation Planning
- 470 Transportation System Management and Operations
- 480 Intelligent Transportation System
- 150 Project Review Committee
- 160 Data and Information Forums
- 640 Transportation Data Collection
- 650 Socio-Economic Estimates and Forecasts
- 660 Growth Monitoring/Socio-Economic Data Collection
- 740 Transportation Technical Assistance
- 180 Public Forums and Workshops
- 810 Publications
- 840 Transportation Information
- 850 Public Information and Product Development
- 190 Policy and Administrative Forums
- 940 Transportation Program Administration

Note: Projects 150, 160, 650, 660, 180, 810, 850 and 190 are jointly funded activities using both transportation and non-transportation funds.

## PROPOSED BUDGET

Budget summary tables are attached which show estimated expenditures by project and funding agency.

The MAPA program is funded using FHWA PL and FTA Section 5303 funds (through the Nebraska Department of Roads and the Iowa Department of Transportation) in shares of 78% PL and 22% Section 5303 for most work elements. FTA Section 5316 (JARC) and Section 5317 (New Freedom) funds are utilized in work element 440. Surface Transportation Program (STP), FHWA SPR, and FTA 5304 planning funds are utilized in Work Element 460. The Nebraska share for PL and Section 5303 funds is approximately 90% and the Iowa share is 10%. The local match is 20% for all federal funds. Five counties contribute to provide the local match in the following percentages: Douglas County, 66%; Sarpy County, 17%; Pottawattamie County, 12%; Washington County, 3%; and Mills County, 2%; Harrison and Shelby counties, also provide local match in Work Element 460. The FY 2008 program is based on the availability of PL, Sections 5303 and 5304, SPR and STP funds as estimated at this time. Additional support for transportation planning activities is also provided by the Nebraska Department of Roads and the Iowa Department of Transportation through SPR funding as identified in the budget summary table.

## SAFETEA-LU TRANSPORTATION PLANNING FACTORS

The major purpose of the transportation program at MAPA is to provide necessary planning such that the transportation needs of the residents of the region will be met to the degree possible with available resources. This transportation concern includes all modes - highway, transit, non-vehicular, air, rail, and water. The provision of transportation services must also be consistent and compatible with the overall goals and development of the region. Major considerations include the environment, energy conservation, regional growth patterns and land use, tourism and recreation and a wise and efficient use of economic resources. The transportation planning program at MAPA is formulated to support the goals and objectives of the region. This program will also contain activities to assist in the implementation of provisions contained in surface transportation legislation.

The following factors will, at a minimum, be considered in the transportation planning process for the MAPA area:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency. This factor is explicitly considered in work activities 410.6, 410.9, 410.10, 460.1, and 460.2.
2. Increase the safety of the transportation system for motorized and nonmotorized users. This factor is explicitly considered in work activities 410.6, 410.9, 420.5, 420.7, 460.1, 460.2, 470.1, 480.1, and 480.2.
3. Increase the security of the transportation for motorized and non-motorized users. This factor is explicitly considered in work activities 410.6, 410.9, 420.5, 420.7, 460.1, 460.2, 480.1, 480.2, 480.3 and 480.4.
4. Increase the accessibility and mobility options available to people and for freight. This factor is explicitly considered in work activities 410.6, 410.9, 440.1, 440.2, 440.3, 460.5, 470.1, 470.2, 470.3, 480.1, 480.2, 480.3 and 480.4.
5. Protect and enhance the environment, promote energy conservation, and improve quality of life. This factor is explicitly considered in work activities 410.6, 410.8, 420.3, 450.2, 450.3, 470.1, 480.1, and 480.2.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight. This factor is explicitly considered in work activities 410.6, 410.9, 460.1, 460.2, 480.1, 480.2, 480.3 and 480.4.
7. Promote efficient system management and operation. This factor is explicitly considered in work activities 410.6, 410.9, 440.1, 470.1, 470.2, 470.3, 480.1, 480.2, 480.3 and 480.4.
8. Emphasize the preservation of the existing transportation system. This factor is explicitly considered in work activities 410.6, 410.9, 420.5, 440.2, 470.1, 470.2, 470.3, 480.1, 480.2, and 480.3 and 480.4.

## TRANSPORTATION PLANNING

### TRANSPORTATION FORUMS (140)

Objective. To provide a forum for coordination and cooperation between MAPA and agencies, organizations and stakeholders involved and interested in planning, designing, maintaining and providing transportation services.

Work Activities.

1. Transportation Technical Advisory Committee

Provide for a continuing, comprehensive and coordinated transportation planning program through the Transportation Technical Advisory Committee (TTAC). Maintain correspondence and coordination with participating agencies, and provide other technical support necessary to the transportation planning program. The TTAC meets approximately 6 times a year to discuss multimodal transportation issues in the MAPA region and to forward recommendations to the MAPA Board of Directors.

End Results. Documentation of meetings and actions taken by the Transportation Technical Advisory Committee.

### TRANSPORTATION PLANNING APPLICATIONS/PRODUCTS (410)

Objective. To develop current, short-, medium- and long-range traffic simulations or forecasts at a regional and/or subregional level, to update the regional transportation plan, and to update the Transportation Improvement Program, all of which assist local jurisdictions in the programming and design of future transportation improvements.

Work Activities.

1. Travel Assignment Networks

Develop highway networks as necessary for regional and subregional current, short, medium and long range traffic simulations and forecasts. Develop regional transit networks as necessary for current and long range simulations or forecasts. Tasks to complete this element are accomplished in conjunction with the development of the MAPA 2035 Long Range Transportation Plan (LRTP), culminating in the approval of the LRTP in the spring of 2010.

2. Current Regional and Subregional Traffic Simulations

Refine current regional traffic simulations using current socio-economic data, highway networks and refined transportation planning models. This simulation will be checked against the most recent traffic counts and be used as a basis for current subregional traffic simulations and future regional traffic forecasts. Produce additional subregional traffic simulations as needed for corridor or project level analysis of proposed transportation improvements or traffic generators. These simulations will be used as the basis for future subregional traffic forecasts.

3. Regional Land Use Initiative

Develop a voluntary, flexible and collaborative plan to identify a vision of future growth in the MAPA region. This plan will identify key regional growth issues at the same time recognizing that local jurisdictions control the decisions that determine where growth will occur. MAPA will continue to work with the Nebraska Innovation Zone Commission on their regional planning efforts.

4. Regional Travel Forecasts

Refine long-range travel forecasts to the year 2035. This would include intermediate (short and medium range) forecasts, in five-year increments (2010, 2015, 2020, 2025, 2035). These forecasts will be based on socio-economic forecasts, future networks and refined transportation models and

will serve as the basis for subregional travel forecasts. Tasks to complete this element are accomplished in conjunction with the development of the MAPA 2035 Long Range Transportation Plan (LRTP), culminating in the approval of the LRTP in the spring of 2010.

5. Sub-regional Travel Forecasts

Produce subregional travel forecasts and analysis as needed for corridor or project level studies in cooperation with one or more local jurisdictions. These forecasts would be based on current subregional simulations and regional travel forecasts in combination with more detailed socio-economic forecasts and refined subregional travel models. Complete the sub-regional forecast model for the Bellevue area.

6. Regional Plan

Complete the MAPA Year 2035 Long-Range Transportation Plan (LRTP) in the spring of 2010. The LRTP will be SAFETEA-LU compliant, incorporating planning elements identified in federal legislation and guidance, as well as the eight planning factors identified in SAFETEA-LU. These elements will include, but are not limited to, the development of separate goals, objectives, performance measures and strategies for security and safety; incorporation of data from other local, regional, state and national plans and initiatives; a detailed financial analysis of expenditures and revenues, including those for operation and maintenance costs; strategies to mitigate transit facility and highway network issues related to these issues and provide cost estimates for proposed improvements based on Year-Of-Expenditure of funding.

The LRTP will also incorporate generalized environmental mitigation strategies in consultation with identified resource agencies, increase the use of effective visualization techniques and integrate compiled environmental and cultural maps, data and information gathered from other local, state and federal sources. All work relating to the development and approval of a draft and final LRTP will be done under a proactive public involvement effort. This activity will be coordinated with work activities 410.1, 410.4, 410.8, 420.1, 420.2, 420.3, 420.5, 430.2, 650.2 and 650.4. Such efforts will produce a LRTP in the summer of 2009.

7. Participation Plan

Implement the revised MAPA Participation Plan (approved March 26, 2009 to be SAFETEA-LU compliant) to include a proactive outreach program that provides complete information, timely public notice, full public access to key decisions, opportunities for visioning on the transportation system and land use patterns, and supports an early and continuing involvement of the public in developing the Transportation Plan and TIP. Title VI and Environmental Justice activities will be incorporated into the MAPA public participation process.

8. Environmental Enhancement

Develop procedures to include how potential environmental mitigation activities will be included in the transportation planning process in the metro area. This will be done in consultation with appropriate federal, state, local and tribal agencies responsible for land use management, natural resources, environmental protection, conservation, historical preservation and environmental justice. This will involve the development and maintenance of an environmental database to house data specific to environmental, ecological, historic, archeological and social issues and activities that may affect transit, aviation, navigation and highway improvements identified in the MAPA transportation planning process.

Tasks to complete this element are accomplished in conjunction with the development of the MAPA 2035 Long Range Transportation Plan (LRTP), culminating in the approval of the LRTP in the spring of 2010.

9. Transportation Improvement Program

Update the Transportation Improvement Program (TIP) to provide a program of transportation projects scheduled for implementation during fiscal years 2010 to 2015. The program will include a prioritized listing of projects for the six-year period and a financial plan that will lead to project

implementation. A progress report on the implementation of projects programmed for Fiscal Year 2009 will be also included. The updated TIP will be approved in August of 2009 and ready for implementation October 1 of 2009.

10. Omaha and Sarpy County Planning Activities

Assist MAPA in carrying out the provisions of SAFETEA-LU, which required increased comprehensive planning efforts in the development of transportation systems. Activities will include the evaluation of the effects of population, housing, land use and development trends on the street systems. Land development proposals will be reviewed for conformance to sound transportation planning principles and compliance with other city and county departments, utility companies, consultants and other governmental agencies such as the Metropolitan Area Planning Agency, and the Nebraska Department of Roads. The land use databases will be integrated into the Douglas and Sarpy County GIS. Also work on integrating the transportation element of the City and County Master Plan into the MAPA Year 2035 Long Range Transportation Plan.

11. State Transportation Plan Updates

Continue to work with the Iowa Department of Transportation and Nebraska Department of Roads to complete updates to their State Transportation Plans and integrate these plans with the MAPA 2035 Long-Range Transportation Plan.

End Results. Current, medium and long range travel simulations and forecasts at a regional and subregional level, the FY 2010 TIP and the 2035 LRTP.

**TRANSPORTATION PLANNING PROCEDURES/MODELS (420)**

Objective. To develop or refine transportation planning tools for use at the regional and subregional levels to provide regional, corridor and project analysis capabilities.

Work Activities.

1. Socio-economic and Transportation Patterns/Analysis

Continue the analysis of local socio-economic, land use, travel and transportation system data to define general development patterns, trends, relationships, and travel characteristics, using an integrated computerized data base that includes visualization techniques. This will include analysis of the impacts of transportation policy decisions on land use and development plans. Tasks to complete this element are accomplished in conjunction with the development of the MAPA 2035 Long Range Transportation Plan (LRTP), culminating in the approval of the LRTP in the spring of 2010.

2. Review Regional and Subregional Travel Forecasting Models

Review regional and subregional travel forecasting models focusing on the refinement of trip generation, trip distribution, auto occupancy, modal split and traffic assignment models. These revisions would be directed toward improved accuracy, increased flexibility of application and additional products. Task to be completed on a case by case basis as requests for individual sub-regional or corridor modeling requests are submitted to MAPA for review and consideration.

3. Refine Performance Analysis Procedures

Develop additional travel impact analysis techniques to assist in transportation system/project performance evaluations. Included would be investigation of transportation system management techniques to address congestion and looking at critical environmental features to determine the feasibility of future transportation facilities. Tasks to be completed, as needed, to reflect changes in travel demand data and changes in modeling theory and application.

4. Coordination of Technical Development

Coordinate the development of travel analysis models and databases with the Nebraska Department of Roads and the Iowa Department of Transportation. This will include computer software exchange and coordination, computer interfacing, data sharing and coordination on computer graphics capabilities.

5. Safety/Security Planning Methods

Incorporate transportation safety/security planning into the MPO planning process and the development of the MAPA Long Range Transportation Plan, the MAPA TIP and the MAPA Public Participation Plan. This will include the monitoring of accident and security data, active participation in safety and security programs, cooperative and continuing interaction with local jurisdictions and the public and the production of reports to convey safety/security information and data to Policy and Technical committees.

Tasks to complete this element are accomplished in conjunction with the development of the MAPA 2035 Long Range Transportation Plan (LRTP), culminating in the approval of the LRTP in the spring of 2010.

6. Transit Service Standards

MAT will continue the refinement of transit service development and performance standards and criteria. These standards and criteria will provide the quantitative measure of service to aid in identifying potential areas for transit improvements. The livable communities' concept will be included in these measures. Continue the procurement and installation of computer assisted scheduling and information systems as management and operation tools for improving the efficiency and effectiveness of the transit system. Also, coordinate the National Transit Database program with the above activities.

7. Transit Security

Research, evaluate and incorporate security into transit staff operations, fleet vehicles and public amenities. This will include such work activities as monitoring/confirmation staff perform duties correctly; on board security; technical network/system security; public space security; financial management system security; interaction with the public, local and state agencies for regulatory compliance.

8. Transit Risk Management

Metro Area Transit has been self insured since 1986. A risk management program requires monthly monitoring of insurance reserves to assure adequate liability coverage. Work activities require staff time spent on developing new techniques, policies or procedures and disciplinary actions needed to reduce liability risk.

End Results. Updated regional and subregional transportation analysis models.

## **TRANSPORTATION FUNDING ANALYSIS (430)**

Objective. To identify costs of transportation improvements and funds available to fund future improvements.

Work Activities.

1. Capital and Operating Analysis

Continue the development of unit cost figures for various types of transportation capital and operating projects utilizing the computerized transportation system data file which contains historical project implementation costs. These cost figures will be made available to local jurisdictions and will be utilized in transportation economic impact analysis.

2. Financial Resource Analysis

Develop financial plans that demonstrate how the TIP and long-range transportation plan can be implemented. This will include identification of the funds available to the metropolitan Omaha area from federal and state transportation legislation. Identify innovative financing techniques that may be required to fund needed projects and programs.

Tasks to complete this element for the TIP will be accomplished in fall of 2009 in conjunction with Iowa DOT and Nebraska DOR release of funding targets. Additional analysis will occur pending any change in expected funding or funding mechanisms.

Tasks to complete this element for the LRTP are accomplished in conjunction with the development of the MAPA 2035 Long Range Transportation Plan (LRTP), culminating in the approval of the LRTP in the spring of 2010.

3. Transit Financial Management

Financial management proposals will be developed in compliance with FTA Circular 7008.1 to counter the loss of federal transit operating assistance. Alternatives dealing with fare pricing techniques, private sector assistance and state and local funding options will be developed. MAT will have primary responsibility. MAPA will provide additional support and overall coordination.

4. Transit Financial/Capital Planning

Research, analysis, evaluation and development of policies and new techniques of how best local/state/federal funding can be matched with capital improvements, operating costs, etc. Research, analysis and develop upcoming budget; annual audit. Investment and pension analyzed throughout the year.

End Results. Summaries of unit costs for various types of transportation projects and an update of transportation financial resources in the region.

## **SHORT-RANGE TRANSIT (440)**

Objective. To coordinate short-range transit planning activities in the MAPA area.

Work Activities.

1. Metro Area Transit/Council Bluffs

Coordinate short-range transportation planning strategies with Metro Area Transit (i.e., refinement of transit service development and performance standards and criteria, transit management plan, financial management plan). This will include the development of planning justification for transit projects contained in the Transportation Improvement Program. This justification will look at operating assistance and all capital projects. Also, assist Council Bluffs in the preparation of a grant application for Iowa state transit assistance.

2. Human Services Transportation Coordination

Work with transportation service providers, human service agencies and related stakeholders to coordinate, encourage and implement plans, actions and programs to enhance the transportation opportunities of the elderly, handicapped and economically disadvantaged and to incorporate elements of the New Freedom and Job Access Reverse Commute (JARC) programs into the MAPA transportation planning activities and which will serve as input to the annual update to the Coordinated Public Transit Human Service Transportation Plan (CPTHSTP) and the Iowa Passenger Transportation Development Plan (PTDP). Tasks to complete this task will culminate in a Revised CPTHSTP and PTDP in May of 2009.

3. Coordinated Public Transit Human Service Transportation Plan Administration

Perform the necessary administration activities for the New Freedom (NF) and Job Access Reverse Commute (JARC) Transportation Programs. This will include soliciting applications for these programs, reviewing and prioritizing the applications, select projects to be funded, submit grant applications for these project and monitoring these projects.

4. Transit Management Objectives

Develop and update, as changes occur, transit management objectives to measure the efficiency of all internal areas of the organization involved with the operation of existing transit service. This plan would include cost saving techniques for management/administration, operations, maintenance, personnel and labor relations. MAT will have primary responsibility. MAPA will provide additional support and overall coordination.

5. Transit Maintenance Plan

Metro Area Transit will continue to assess methods used by other properties in the development of a facilities and equipment maintenance plan that will address specific goals and objectives for a maintenance program taking into consideration acceptable levels of vehicle life, frequency of road service, failure rates, ratio of maintenance labor to other labor, and other related factors.

6. Transit Service Planning

Research and evaluate existing transit service for system efficiency redesign, expansion and modifications. Work activities include: route performance checks; operation activity performance; public information tools; special service opportunities, statistical reports.

7. Transit Service Development Update

Partnerships with local and state agencies to coordination of work activities to initiate a specific service or modify service to meet a specific public need.

8. Transit Marketing Plan

Annually Metro Area Transit staff analyzes current factors impacting the transit system to determine where limited marketing funds should be allocated to maximize new ridership. This plan details projects, associated budgets, identifies benchmarks, implementation strategies and analyzes effectiveness.

9. Special Studies

Project work activities addressing unforeseen transit issues arising throughout the current funding year which cannot be delayed. Project examples: workshops; expanded projects; technology advances; expansion opportunities; public amenity needs, etc.

10. Program Certification

Transit planning document responsibilities and any related item prepared for and submitted to Federal Transit Administration ("FTA") and the MAPA. Programs administrated include, at a minimum, Transportation Improvement Plan; Unified Planning Work Program; Disadvantaged Business Enterprise; Equal Employment Opportunities; Title VI; National Transit Data Base (Section 15); Reviews, e.g., Triennial, MAPA Certification, Security, ITS Architecture Plan (work with local and state agencies for compliance with Federal Transit Administration ITS Architecture and Deployment regulations).

End Results. Documentation of assistance provided to MAT, Council Bluffs, and other transit providers in the MAPA region. PTDP for the Omaha-Council Bluffs urbanized area.

## **SPECIAL TRANSPORTATION STUDIES (450)**

Objective. To conduct special transportation studies as they relate to elderly and handicapped, private sector transit providers, energy and air quality.

### Work Activities.

#### 1. Private Sector Involvement

Support private sector participation in the transportation planning process to help insure coordinated planning and delivery of transportation services in the metropolitan area. This will include working with local Chambers of Commerce, freight industry representatives (railroads and trucking carriers & shippers) and private transportation charter bus providers in reviewing transportation plans and programs.

#### 2. Air Quality/Energy

Evaluate transportation measures to insure they include energy efficient alternatives and determine the air quality benefits and impacts. Evaluate and analyze monitored air pollution data (carbon monoxide, ozone, particulates, and lead) to meet air quality requirements. Participate in EPA's Blue Skyways initiative, which aims at improving the quality of life in North America's heartland by improving air quality through collaboration and innovations in fuel and energy use.

#### 3. Douglas County Health Department Activities

Purchase CO, ozone, and particulates monitoring equipment to upgrade the air quality monitoring sites in the metro area. This will help to insure continuous and accurate data to evaluate the status air quality in the metro area.

End Results. Updates to the documentation of private sector involvement in providing transit service; maintenance of national air quality standards; status reports on elderly and handicapped transit services; energy contingency measures; and a transit risk management and safety plan.

## **IOWA REGIONAL TRANSPORTATION PLANNING (460)**

Objective. To develop a regional Transportation Improvement Program and Long-Range Transportation Plan for Harrison, Mills, and Shelby counties and the non-urbanized portion of Pottawattamie County that can be integrated into the State Transportation Improvement Plan (STIP) and State Transportation Plan.

### Work Activities.

#### 1. Fiscal Year 2011 Planning Work Program

Develop the RPA-18 Transportation Planning Work Program for FY 2011. A work program will be available for review, comments and approval by the RPA-18 Policy and Technical Committees in April 2010.

#### 2. Regional Transportation Improvement Program

Develop a Regional Transportation Improvement Program (RTIP) to provide a program of multi-modal transportation projects scheduled for implementation during fiscal years 2011 to 2014. The program will include a prioritized listing of projects for the six-year period and a financial plan that will lead to project implementation. A progress report on the implementation of projects programmed for Fiscal Year 2010 will be also included. Project solicitation begins in December with a draft completed by the end of April and the final RTIP approved in July.

#### 3. Participation Plan

Continue the implementation of the proactive participation plan that provides complete information, timely public notice, full public access to key decisions, and supports early and continuing

involvement of the public in developing the LRTP and TIPs. Title VI and Environmental Justice activities will be incorporated into RPA-18 public participation process. Solicitation of public input will be done in accordance with the RPA-18 Public Participation Plan.

4. Long Range Transportation Plan

Maintain and revise, as needed, the RPA-18 Long Range Transportation Plan (RLRTP) that was approved in 2007 for Harrison, Mills, and Shelby counties and the non-urbanized portion of Pottawattamie County. Maintenance will be done, as needed, with the development of a revised RLRTP in 2011 for approval in 2012.

Development of the RPA-18 plan will parallel and supplement development of the Iowa Department of Transportation State Long-Range Transportation Plan update. This will include a continued interaction and dialog between the RPA-18 and the Iowa Department of Transportation in the completion of the State Long-Range Transportation Plan.

5. Human Services Transportation Coordination

Work with transportation service providers, human service agencies and related stakeholders to coordinate, encourage and implement plans, actions and programs to enhance the transportation opportunities of the elderly, handicapped and economically disadvantaged and to incorporate elements of the New Freedom and Job Access Reverse Commute (JARC) programs into the MAPA transportation planning activities and which will serve as input to Passenger Transportation Development Plan (PTDP). Tasks to complete this task will culminate in a Revised CPTHSTP and PTDP in May of 2010.

6. RPA-18 Policy and Technical Committees

Provide technical support to the RPA-18 Policy and Technical Committees and provide assistance to them in completing LRTP, RTIP, FY 2011 Work Program and other activities as necessary. This includes development of draft and final RTIP and Work Program, providing meeting minutes and work with them on special projects such as pavement management. These committees are scheduled to meet six times annually, every other month starting in January.

End Results. Transportation Improvement Program (RTIP) for Harrison, Mills, and Shelby counties and the non-urbanized portion of Pottawattamie County, an updated RPA-18 LRTP and a FY 2011 Transportation Planning Work Program. PTDP (in conjunction with SWIPCO) for RPA-18.

## **TRANSPORTATION SYSTEM MANAGEMENT AND OPERATIONS (470)**

Objective. To promote the consideration of an efficient transportation system through the development of management and operations strategies.

### Work Activities.

1. Congestion Management Activities

Develop an operational and management process that will improve the performance of the existing multimodal transportation systems and maximize safety and mobility of people and goods in the region. These will include strategies that will identify specific measures to relieve recurring and non-recurring vehicle congestion.

2. Ride Sharing Program

Continue the operation and marketing of the web based regional ride sharing program (Metro! Rideshare) that was made available last year to large employers and citizens in the metro area.

3. Transit Management Analysis

Internal management research, analysis and evaluation performed throughout the year to guide Metro Area Transit in efficient management of transit, e.g. staffing levels and compensation; training programs/policies; technologies (hardware/software/ergonomics/help desk); communications with agencies, jurisdictions, business, etc.

End Results. Development of a database and condition measures for all of the management systems.

**INTELLIGENT TRANSPORTATION SYSTEM (480)**

Objective. To provide support for the implementation of projects contained in the Omaha Metropolitan Area Intelligent Transportation Systems (ITS) Strategic Deployment Plan, develop and maintain a regional ITS architecture and to enhance the ITS capabilities of MAPA's transportation planning process.

Work Activities.

1. ITS Coordination

Work with state and local agencies in their efforts to implement ITS projects in the areas of signal systems, travel surveillance, traffic management center, traveler information systems and transit related ITS activities.

2. Incident Management Team

Provide support to the Nebraska Incident Management Team and the SouthWest Iowa Freeway Team (SWIFT) as they lead efforts to implement incident management projects identified in the incident management operations manual for the Omaha-Council Bluffs metro area. Continue to work with the operating agencies in implementing the metropolitan area traffic incident management manual (TIMM).

3. Metro Area Motorist Assist Program

Continue to work with and provide administrative support to the metro area Motorist Assist Program that is being operated by the Nebraska State Patrol.

4. Maintenance of the MAPA ITS Regional Architecture

Maintain the Regional Architecture for the metro area. This will include maintenance of the regional ITS architecture that was developed in FY 2006. This element will also ensure that proposed ITS projects in the MAPA Transportation Improvement Program are consistent with the MAPA Regional ITS Architecture. The MAPA Regional architecture will be updated and revised, as needed, with a major revision accomplished in the winter of 2009 to include ITS elements and deployments contained in the Council Bluffs ITS project.

5. Metro Area Transit

Work with local and state agencies for compliance with Federal Transit Administration ITS Architecture and Deployment regulations.

End Results. Identification of ITS projects in the traffic and incident management areas that will be implemented over the next five to ten years. Provide for maintenance of the architecture to ensure continued federal funds for ITS efforts. A regional traffic incident management operations manual will be maintained.

## PROJECT REVIEW

### PROJECT REVIEW COMMITTEE (150)

Objective. To provide a voluntary intergovernmental review and comment process for federal and state aid applications that impact the MAPA area.

Work Activities.

1. Maintain a Project Review Committee for the purpose of intergovernmental review and coordination in accordance with Executive Order 12372 and the Iowa Grants Enterprise Management System (GEMS).

End Results. Provide information to elected officials within the MAPA area to determine how proposed federal and state activities impact their jurisdictions. Document committee meetings, number of cases reviewed and Board action.

## DATA SYSTEMS

### DATA AND INFORMATION FORUMS (160)

Objective. To provide a forum for coordination and cooperation between MAPA and organizations involved in data collection and dissemination.

Work Activity.

1. Data Resources Committee

Maintain a Data Resources Committee for the purpose of discussing issues and sharing information related to census data, local geography computer applications, data availability and other appropriate topics.

End Results. Documentation of the meetings held by the Committee and items discussed.

### TRANSPORTATION DATA COLLECTION (640)

Objective. To collect, maintain and update transportation system, travel and financial data needed in the transportation planning process.

Work Activities.

1. Travel Data

Collect local travel data, including detailed traffic count data (time of day, occupancy, vehicle classification, etc.) and speed and delay data, as available from local jurisdictions and other secondary sources. Obtain non-local travel data, including trip generation data, trip length data, vehicle occupancy data, and other transferable parameters from national sources or comparable regions. This will include participation in the 2008 National Household Travel Survey (NHTS) add-on program for the metro area.

2. Update/Expand Highway System Data

Maintain the street and highway inventory with updates as improvements are made. Expand the highway inventory with additional physical characteristics of the existing system. These may include pavement widths, access control, signalization, channelization, pavement type, etc., and may be utilized in network refinements and capacity calculations. Provide information to the state transportation agencies on the Highway Performance Monitoring System (HPMS).

3. Transportation Financial Data

Obtain construction costs of projects implemented during FY 2008 to establish project implementation costs.

4. Traffic Counting Data

Continue the traffic counting program with the collection of 2007 and 2008 data from the states and local jurisdictions. This information will be used in performance evaluations and the development of the 2008 Traffic Flow Map, Traffic Growth Report and Top Intersections/Interchanges Reports. This will include additional evaluation of the pilot traffic counting program using the auto-scope cameras. Historical and current traffic count data will be organized into a regional traffic count database that will be related to the MAPA GIS street layers. The 2008 Traffic Flow Map will be completed in the Summer of 2009 with the Traffic Growth Report and Top Intersection/Interchange Reports to be complete by the Summer/Fall of 2009.

5. Transit Data

Develop transit and trip characteristics based on the following evaluations: percentages of transit riders by fare category, route and trip; annual and average weekday system ridership; rider loading counts at maximum load points; on and off counts, especially at major stops or terminals; total person trips by route, peak-hour, mid-day and total day; revenue analysis by route, time block, trip and bus; and number of transfers sold vs. used. MAT will have primary responsibility with MAPA providing additional support and overall coordination.

6. Transit Service Characteristics

Identify transit service characteristics which include the following: headways by route and time of day, and day of week; schedule adherence (percent of vehicles on time by route, time of day, and day of week); operating speeds and running times; vehicle miles/vehicle year and total vehicle miles annually; number of routes, and route distances; bus route miles, including miles of local service and express service; capacity; location of stops, transfer points, terminal and parking facilities; and evaluation of the present service by the current riders on the system.

7. Transit Costs

Transit operating cost data will be obtained to determine: operating efficiency of each route; cost of operation in terms of cost per unit of product; total revenue including passenger revenue, advertising rents, etc.; net operating revenue; fare structure; and capital expenditures for fixed facilities and rolling stock. This will include refinements to the MAT National Transit Database program. MAT will have primary responsibility. MAPA will provide additional support and overall coordination.

8. Traffic Counting Activities

Provide partial funding for the City of Omaha, and Sarpy County Traffic Counting Programs. This includes the provision of traffic counts at over 300 locations in the City of Omaha on a yearly basis and the purchase of traffic counting equipment in Sarpy County. These counts will serve as input to the development of transportation analysis performed by MAPA for the communities in Douglas and Sarpy counties and the development of traffic flow maps and related reports.

End Results. Updated travel, transportation system and financial data files and summaries of the changes to these files.

## **SOCIO-ECONOMIC ESTIMATES AND FORECASTS (650)**

Objective. To provide up-to-date socio-economic estimates and forecasts of regional data.

Work Activities.

1. Regional Estimates

Develop an annual set of regional and county level estimates for 2009 using past estimates and building permit information. These estimates will include housing units, households, population, selected population and household characteristics, employment and travel.

2. Regional Forecasts

Update, as necessary, the regional forecasts for population, households and housing units, employment and income/auto ownership.

3. Small Area Estimates

Develop an annual set of small area estimates for population, households, housing units, employment, and other basic variables used in the MAPA planning process.

4. Small Area Forecasts

Revise, as necessary, small area forecasts for basic trip generating variables (population, households, income or auto ownership, and employment utilizing a land use forecasting/activity allocation model. This activity will take into account local jurisdictions comprehensive land use plans and involve analysis of data related to various influences on development patterns (densities, topography, utilities, zoning, accessibility, etc).

End Results. Reports on regional and small area estimates and forecasts of socio-economic data.

## **GROWTH MONITORING/SOCIO-ECONOMIC DATA COLLECTION (660)**

### Work Activities.

Objective. To collect, maintain and update land use, employment, economic, population and housing data needed for transportation planning and other agency needs.

1. Census of Population and Housing Data

To participate in, organize and assist in projects and activities related to the 2010 Census. Work with the United States Census Bureau to promote the 2010 Census and the new American Community Survey (ACS), and assist the MAPA jurisdictions with their updates and any other census work required.

2. Land Use File

Maintain the MAPA land use file based on the monitoring of land use change through secondary sources.

3. Employment File

Maintain the MAPA employment file as an integrated computerized source describing the employers of the region, their number of employees, industrial classification and location. Update the employment file to 2009 using available state and local sources. Complete a summary report on 2009 employment patterns. Anticipated date for accomplishing this task is Spring of 2010.

4. Economic Data

Maintain and update data pertaining to various economic measures at the regional and county level, including work force, unemployment, income, wages, and cost of living.

5. Other Population and Housing Data

Maintain the MAPA construction permit file, apartment complex file, subdivision/SID file and, as available, housing sales files to further define housing location and characteristics. Monitor other local population characteristics, including auto ownership, vital statistics and school enrollment.

Monitor national trends in terms of population and housing characteristics (income, auto ownership, persons per household, vital statistics, etc.).

6. Activity Centers File

Continue to maintain/develop files of non-residential activity centers (trip generators), including office buildings, shopping centers, and possibly schools, hospitals, hotels/motels and public facilities.

7. Current and Proposed Developments

Continue the monitoring program that identifies major current or proposed residential, commercial, industrial and public developments within the MAPA region. Link this information with ongoing major data files (land use, employment, housing and activity centers) and with small area forecasts.

8. Regional Geographic Information System (GIS) Activities

Maintain relationships for sharing and exchanging data and work in cooperation with other public and private agencies to increase the availability of various types of data. Update the integrated geographic data base system and develop other computerized tools to assist in the analysis and manipulation of data. This will include: refinement of base maps as needed and expansion of MAPA's computer mapping capacity. Work with jurisdictions in the MAPA region as they investigate the development of a region-wide GIS system. This will include providing assistance to jurisdictions in Douglas, Pottawattamie, Sarpy and Washington counties in developing their GIS system.

9. Metro Area GIS Photos

Participate in a consortium of the Cities of Bellevue, Blair, Council Bluffs, Omaha, Douglas, Mills, Pottawattamie, Sarpy and Washington counties, Papio-MO River NRD, OPPD, Iowa DOT, NDOR, MUD, MAT and MAPA to purchase aerial photography to be used in the development of digital orthophotos for the metro area.

End Results. Summaries of updated land use, employment, economic, population, and housing data.

## REGIONAL ASSISTANCE

### COMMUNITY DEVELOPMENT ASSISTANCE (710)

Objective. To provide technical assistance to jurisdictions in identifying community development needs and the resources to meet those needs.

Work Activities.

1. Jurisdictional Visits

Maintain regular and timely direct staff contact with city council and county boards to determine their needs and provide information on available MAPA services. Visit with staff at least quarterly to provide information and assistance in locating resources to meet identified community needs and MAPA activities.

2. Identify Community Development Needs

Review identified community needs with jurisdiction on an annual basis to determine if updates and revisions are necessary. Work with jurisdictions to include identified community needs in an update of the MAPA Regional Needs Assessment.

3. Technical Assistance

Provide jurisdictions information and assistance on all existing community development programs available through federal, state and local programs. Assist jurisdictions in their strategic planning

efforts dealing with community development programs in their community.

#### 4. Funding Assistance

Notify jurisdictions of funding available to their unit of government from federal, state and local sources such as Community Development Block Grants, USDA Rural Development, and Land and Water Conservation Funds. Expand outreach activities in seeking program and project funding including work with the private sector. Assist jurisdictions in preparing applications for the various grant and loan programs.

End Results. Meetings with elected officials and staffs in all MAPA jurisdictions. Documentation of the number of communities that were assisted in the preparation of grant applications or other forms of general assistance.

### **ECONOMIC DEVELOPMENT ASSISTANCE (720)**

Objective. To provide technical assistance to jurisdictions to identify economic development needs and the resources to meet those needs.

#### Work Activities.

##### 1. Maintenance of Comprehensive Economic Development Strategy

The EDD shall be responsible for active regular maintenance of the MAPA CEDS. To this end, staff will actively engage both CEDS committee and EDD Governing Board representatives in meetings to assess any necessary updates to the document.

##### 2. Focused Strategic Planning for Distressed Areas

The EDD shall devote a combination of staff resources and financial assistance to support localized strategic planning initiatives for areas which satisfy EDA distress criteria. These strategic plans will be designed to provide attainable goals and implementation strategies to mitigate against conditions contributing directly to local economic distress. Plans will be developed and financed in accordance with EDA regulations, and EDD staff will observe and/or actively participate in all funded planning activities. Outcomes will be reported to staff and the EDD Governing Body, and best practices will be shared with other interest groups serving distressed areas as appropriate. Depending on the size of the distressed area served and the scope of each specific plan, MAPA expects to assist in the development of one to three of these strategic plans in each program year.

##### 3. Provision of Information to EDR

The EDD shall be responsible for supplying the Economic Development Representative with timely information on plant closures or prospective plant closings, as well as the number of employees affected by these actions.

##### 4. Industry Attraction and Expansion

The EDD will continue to work with local member governments and their respective Economic Development agencies, County Commissions, and other groups concerned with economic development to facilitate the expansion of existing industrial facilities and to attract new industries to the region. Where appropriate, cluster industries will be encouraged.

##### 5. Infrastructure Improvements

The EDD will identify infrastructure improvements such as water, sewer, natural gas, high-speed Internet access and roads that are required to support industry. When appropriate, the EDD will assist in the preparation of Economic Development Administration grant applications for member governments to finance economic development projects that save and/or create jobs in the region.

## 6. Strategic Economic Planning and Development

The EDD will work internally and with member governments throughout the region to develop strategies which will result in optimal positioning to capitalize on new economic development opportunities and to maintain existing levels of economic activity in areas where economic distress is currently not present.

End Results. Documentation of grant and loan applications made on behalf of jurisdictions and businesses in the region.

### **TRANSPORTATION TECHNICAL ASSISTANCE (740)**

Objective. To provide assistance to local jurisdictions in their development of project level studies and to provide information to assist local jurisdictions in determining priorities for their transportation projects.

#### Work Activities.

#### 1. Technical Assistance to Local Jurisdictions for Project Level Studies

Provide technical assistance and related transportation system travel, financial and socio-economic data to the states and local jurisdictions as requested to assist in conducting corridor, location, sub-area, feasibility and other project level studies. This will include a traffic signal study for 84th Street and the start of a crash study for the metro area.

#### 2. Transportation Assistance to Local jurisdictions for Project Development

Provide transportation related information, evaluation techniques, and technical assistance as requested to help jurisdictions determine local priorities, develop transportation plans and programs, and implement individual projects.

#### 3. Public Hearings/Information Meetings

Attend public information meetings relating to projects proposed by the states and local jurisdictions and provide support for projects from the regional planning perspective.

#### 4. Transit Technical Assistance

MAT will continue to provide technical support and information to the MAT Transit Advisory Committee, Council Bluffs Transit Task Force, MOBY Advisory Committee and local jurisdictions. This will include assisting in the development of Council Bluffs' State Transit Assistance application, review of long range transit plans and review of proposed developments taking into consideration transit impacts.

End Results. Reports on assistance and information provided to local jurisdictions on project level activities.

### **IOWA COMMUNITY DEVELOPMENT ASSISTANCE (750)**

Objective. To provide technical assistance to Iowa jurisdictions to identify community and economic development needs and the resources to meet them.

#### Work Activities.

#### 1. Jurisdictional Visits

Maintain regular and timely direct staff contact with the city councils and county boards to determine their needs and provide information on available programs and MAPA services. Visit with staff at least quarterly to provide information and assistance in locating resources to meet identified community needs. Coordinate development efforts with the Community College, Business Development Center, Electric Co-ops and other service providers.

2. Identify Community Development Needs.

Review identified community needs with jurisdictions on an annual basis to determine if updates and revisions are necessary. Work with jurisdictions to include identified community needs in a Community Builder Program.

3. Technical Assistance.

Provide jurisdictions information and assistance on all existing community and economic development programs available through the Iowa Department of Economic Development, Iowa Department of Natural Resource, federal and local programs. This will include community profiles, CDBG programs, revitalization districts, improvement districts, etc. Expand the contacts for notification of these programs to the private sector, including chambers of commerce and financial institutions. Assist jurisdictions in their strategic planning efforts dealing with community and economic development programs.

4. Funding Assistance.

Notify jurisdictions of funding available to local government from federal, state and local sources such as Community Development Block Grants, CEBA, USDA Rural Development, EDA, EPA, L&WCF, Historic Preservation and REAP through Grant Alerts and direct contact. Expand outreach activities in seeking program and project funding including work with the private sector. Assist jurisdictions in preparing applications for the grant and loan programs.

End Results. Meetings with elected officials and their staffs from all MAPA Iowa jurisdictions twice during the year. Documentation of the number of communities or businesses that were assisted in the preparation of grant and loan applications or other forms of general assistance.

## **COMMUNITY ECONOMIC RECOVERY ASSISTANCE (760)**

Objective. To provide technical assistance to local jurisdictions and area businesses to assist in short-term and long-term economic recovery associated with adverse impacts experienced as a result of recent disaster events.

### Work Activities.

1. Disaster Recovery Planning.

Create, implement, and review disaster recovery plans for local jurisdictions. Complete disaster recovery or prevention walk-through 'audits' for cities/counties to identify and discuss disaster-related issues. Provide insight to cities/counties regarding availability of programs, services, and planning tools. Provide training about how to include disaster considerations when making decisions about purchasing equipment, facilities, services, and infrastructure.

2. Identify Economic Recovery Needs.

Develop a status database of cities/counties that have been affected by disaster events. Maintain a database of information on programs available to assist communities. Provide affected communities with information about recovery tools available. Apply for funding on behalf of affected cities/counties. Maintain a library of recovery support and emergency response procedures. Identify infrastructure needs for development or repair to assist with recovery and subsequently work to overcome damage. Identify potential areas of vulnerability as they relate to potential infrastructure damage in future disasters and work to resolve the vulnerable areas. Identify and implement strategies to address areas of business/industrial impact caused by disaster events.

Provide administrative support for Transportation programs.

2. Contracts

Develop proposals, negotiate contracts for programs, provide contract activity monitoring and reporting.

3. FY 2011 Work Program

Develop the transportation Unified Work Program for Fiscal Year 2011. A draft work program will be available for review, comments by the MAPA Board and the Transportation Technical Advisory Committees in March 2009 with final approval in May 2009.

End Results. Quarterly reports on Transportation programs and a Fiscal Year 2011 Work Program.

**EMPLOYEE BENEFIT ADMINISTRATION (970)**

Objective. To provide for administration of the agency's employee benefit program.

Work Activities.

1. Retirement and Deferred Compensation

Provide management of the agency retirement and deferred compensation programs.

2. Group Health and Life Insurance

Provide assistance in follow-up on claims, enrollment, changes, and answer questions on the agency group health and life program.

End Results. Management and administration of the MAPA employee benefit program.

**FISCAL MANAGEMENT (980)**

Objective. To maintain an internal fiscal and financial management control system that meets acceptable standards of federal, state and local funding sources.

Work Activities.

1. Fiscal Management

Develop, maintain and monitor fiscal management reports, the agency budget, accounting and bookkeeping system.

2. Audit

Prepare and support work for the annual financial and compliance audit.

End Results. Preparation of a FY 2009 financial and compliance audit with no significant findings or material weaknesses.

**GENERAL AGENCY ADMINISTRATION (990)**

Objective. Maintain ongoing general administrative and management activities not directly assigned to specific projects, but that support the agency as a whole.

Work Activities.

1. Management and Administrative Activities

Plan, organize, and supervise implementation of policies and programs. Coordinate and implement regional goals and objectives, maintain cooperation and communication between members. Maintain and implement the agency's administrative policies and procedures.

2. Participate in Related Associations

Participate in related associations of benefit to agency programs and management. These include but are not limited to the National Association of Regional Councils, Nebraska Regional Officials Commission, Iowa Association of Regional Councils, Nebraska Association of Counties, Iowa State Association of Counties, Iowa League of Municipalities and Nebraska League of Municipalities.

3. FY 2011 Work Program

Develop administrative section of work program for fiscal year 2011.

4. Personnel

Develop, implement and maintain the agency's personnel policies and procedures.

5. Contracts

Prepare contracts for administrative and program related activities. Monitor contract reporting, assure contract compliance.

6. Agency Liability Insurance

Determine specifications, complete applications, follow-up on claims, etc.

7. Clerical

Maintain clerical support operations for the agency including word processing, central filing system, telephone, copying, and processing mail.

8. Computer Support

Provide hardware, software and communications support for in-house and host station computer access.

End Results. Maintain general administrative and management activities for the agency.

FHWA, FTA AND LOCAL FUNDING DISTRIBUTION BY PROJECT

MAPA PROJECTS	JARC/NF					LOCAL FUNDING	TOTAL	HOURS
	FHWA NE-PL	09 FTA IA-PL	10 FTA 5303	IDOT SPR FTA	STP			
140 TRANS FORUM	5580	620	0	1459	0	1915	9574	135
410 TRANS APPL/PROD	70200	7800	0	10946	0	22237	111183	1369
420 TRANS PROC/MODEL	41490	4610	0	9341	0	13860	69301	745
430 TRANS FUND ANAL	8100	900	0	10524	0	4881	24406	238
440 SHORT RANGE TRANS	0	0	8577	7315	30000	3973	49865	468
450 SPEC TRANS STUD	13500	1500	0	3065	0	4516	22581	369
460 IOWA TRANS PLNG	0	0	0	0	35366	8842	44208	800
470 MANAGEMENT AND MONITORING	18818	2091	0	7065	0	6995	34969	331
480 ITS COORDINATION	15657	1773	0	6166	0	5974	29670	283
150 PROJECT REVIEW	2700	300	0	1792	0	4448	9240	126
160 DATA FORUM	3600	400	0	730	0	1782	6512	89
640 TRANS DATA COLL	31814	3535	516	10000	0	11466	57331	891
650 SOCIO-ECON EST	63000	7000	4643	13017	0	31665	119325	1372
660 GROWTH MON/DATA	77400	8600	0	19265	0	33316	138581	1695
740 TRANS TECH ASST	16200	1800	0	12750	0	7688	38438	569
180 PUB FORUM/WORKSHOP	6300	700	0	2919	0	3230	13149	195
810 PUBLICATIONS	31500	3500	0	7297	0	13574	55871	854
840 TRANS INFO	12628	1403	0	7492	0	5381	26904	403
850 PUBLIC INFO & PROD	20250	2250	0	0	0	11600	34100	534
190 POLICY/ADMIN FORUMS	42750	4750	0	10457	0	14489	72447	1097
940 TRANS ADMIN	10800	1200	0	3876	0	3969	19845	292
SUBTOTAL MAPA DOLLARS=====>>	492587	54732	13736	145478	65366	215801	987700	12855
CONTRACTS								
410 TRANS APPL/PROD	190014	0	0	0	0	47504	237518	2439
420 TRANS PROC/MOD	18000	0	0	120000	0	34500	172500	3232
430 TRANS FUND ANAL	0	0	0	0	0	0	0	1237
440 SHORTRANGE TRANS	0	0	0	0	0	0	0	4841
450 SPEC TRANS STUD	25000	0	0	0	0	6256	31250	458
470 MANAGEMENT AND MONITORING	10000	0	0	0	0	2500	12500	3564
480 ITS COORDINATION	0	0	0	0	0	0	0	0
640 TRANS DATA COLL	64000	0	0	0	0	17950	81950	1754
660 GROWTH MON/DATA	330000	50000	15043	25478	0	105130	525651	5743
740 TRANS TECH ASST	30000	0	0	0	0	7500	37500	2716
840 TRAN/AQ/ENV INFO	0	0	0	0	0	0	0	0
SUBTOTAL CONTRACT DOLLARS=====>>	667014	50000	15043	145478	0	221334	1098869	25984
TOTAL FUNDING DOLLARS=====>>	1159601	104732	28779	290956	65366	437134	2086569	

## NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will 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 contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will 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.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration 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, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Certification for Grants, Loans, and Cooperative Agreements

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

(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.

(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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite 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.

PLN18-SA



TABLE 3  
NONPERSONNEL COSTS

	FY 09 Initial		FY 09 YTD		FY 10 Proposed	
	<u>Direct</u>	<u>Indirect</u>	<u>Direct</u>	<u>Indirect</u>	<u>Direct</u>	<u>Indirect</u>
Printing	\$18,006	\$2,494	\$12,691	\$2,926	\$15,846	\$3,654
Telephone	240	3,760	239	2,380	292	2,908
Supplies	2,591	4,409	482	3,890	661	5,339
Rent	0	55,100	0	45,226	0	56,200
Equipment	0	7,000	42	5,948	56	7,944
Travel	23,367	8,633	17,737	9,157	21,764	11,236
Insurance	0	9,500	0	7,346	0	9,000
Audit	0	9,900	0	8,250	0	11,000
Data	18,369	8,131	13,872	5,715	18,060	7,440
Member/Ref.	6,749	3,251	5,724	2,042	7,002	2,498
Annual Dinner & Forum Regis	5,000	0	3,011	0	5,000	0
Postage	3,941	4,059	2,801	2,381	3,514	2,986
Public Notice	7,000	0	9,860	398	10,573	427
Retirement	0	2,500	0	2,083	0	2,800
Capital Outlay	20,000	0	1,900	0	17,800	0
Total	\$105,263	\$118,737	\$68,359	\$97,742	\$100,568	\$123,432

FY 09 Budget (Initial)	<u>Indirect Non-Personnel Costs</u> Direct Personnel Costs	<u>118,737</u> 675,193	= 16%	Indirect NP Rate FY 09 Initial
FY 09 YTD (10 mos.)	<u>Indirect Non-Personnel Costs</u> Direct Personnel Costs	<u>97,742</u> 572,190	= 17%	Indirect NP Rate FY 09 YTD
FY10 Budget (Proposed)	<u>Indirect Non-Personnel Costs</u> Direct Personnel Costs	<u>123,432</u> 855,162	= 14%	Indirect NP Rate FY 10 Proposed

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY (MAPA)  
PROPOSED COST ALLOCATION PLAN  
July 1, 2009

SECTION 1.

GENERAL

The Cost Allocation Plan of MAPA is the basis of assigning costs equitably to all projects during each fiscal year. Under the plan, the total costs assigned to each project are comprised of both direct and indirect costs. All direct and indirect costs are further identified as to personnel and non-personnel costs. The distinctions of cost allocation are described in the following definitions.

DEFINITIONS

Direct Personnel Costs are gross costs of all personnel that have direct assignment or responsibilities identifiable to specific projects. Personnel accounted for under direct personnel costs are included in Schedule A.

Direct Non-Personnel Costs are the cost of non-personnel items or service clearly incurred by specific projects. Direct non-personnel costs include project related items such as contracted services, project report publishing, and reproductions, travel, reference materials, staff development, long-distance telephone calls, postage, memberships, public notices, data processing, forums, capital outlay, supplies and other costs similarly identifiable to specific projects. (See Schedule B).

Indirect Personnel Costs are gross costs of all personnel that are not directly assigned to specific projects but rather are signed to support all project activities. Personnel accounted for under indirect personnel costs are included in Schedule C.

Indirect Non-personnel Costs are the costs of all non-personnel items or services that are not directly attributed to specific projects but rather are attributed to overall operations of the agency including all projects. Indirect non-personnel costs include such administrative items as office rent, equipment rent/maintenance, base telephone, audit, depreciation, insurance/bonds, office supplies, agency annual meeting, printing, postage, public notices, retirement and other such costs similarly attributed to total agency and all project support. (See Schedule D).

In-kind services will be treated as a direct expense to those projects directly benefiting from this service. An hourly rate that is consistent with regular rates paid for similar work will be used to determine the value of personal services. Travel and supplies contributed must be valued, per MAPA Administrative Policy and Procedures. (See Schedule E).

COST ALLOCATION TO PROJECTS

Each project that is active during the fiscal year receives an allocation of costs on a monthly (\*) basis as follows:

- A. Direct personnel costs for the month
- B. Direct non-personnel costs for the month
- C. A share of all indirect costs for the month

The monthly share of indirect costs charged to each project is determined by the ratio of each respective project's direct personnel costs relative to the total direct personnel costs of all projects.

SUPPORTING DATA

Attached hereto are the following schedules, which clarify all cost items, included in the MAPA Cost Allocation Plan:

Schedule A - Direct Personnel

Schedule B - Direct Non-Personnel

Schedule C - Indirect Personnel

Schedule D - Indirect Non-Personnel

Schedule E - In-Kind Services

NOTE (\*) - Exceptions

1. Adjustments to Depreciation (if necessary) - annual basis
2. Adjustments to Retirement Administration - annual basis

DIRECT PERSONNEL (\*)

Job Title

Program Director  
Principal Planner  
Planner  
Information Officer  
Associate Planner  
Assistant Planner  
Graphics Specialist  
Planning Technician I, II, III, IV  
Secretary  
Clerk Typist  
Clerk (Data Entry)  
Intern  
Contracted Salaries

NOTE (\*)

If direct personnel are assigned to administrative functions, their time will be recognized as an indirect charge.

The Board of Directors or Executive Director may change titles of job classifications.

DIRECT NON-PERSONNEL

Cost Assignable to Specific Projects

Long-distance Telephone  
Travel and Professional Development  
Contracted Services  
Data Processing Services  
Equipment Rent - Maintenance  
Forums  
Professional Memberships and Reference Materials  
Postage  
Printing and Reproductions  
Contract Audits  
Public Notices  
Supplies  
Annual Dinner and Forum Registration  
Capital Outlay  
And any other line item costs that warrant direct assignment.

INDIRECT PERSONNEL (\*)

Job Title

Executive Director  
Administrative Services Director  
Fiscal Officer  
Administrative Assistant  
Administrative Secretary  
Secretary  
Receptionist/Clerk Typist  
Clerk  
Intern  
Contracted Services

NOTE (\*)

These positions may have some time assigned as direct when assigned to a specific project activity.

The Board of Directors or the Executive Director may change titles and job classifications.

SCHEDULE D

INDIRECT NON-PERSONNEL

Cost Benefiting the Agency as a Whole not Assignable to Specific Projects

Printing  
Telephone  
Office Supplies  
Equipment Rent - Maintenance  
Office Rent  
Depreciation on Furniture, Fixtures and Equipment  
Bond and Insurance Premiums  
Travel  
Postage  
Agency Audit  
Retirement Plan Administration  
Public Notices

SCHEDULE E

IN-KIND SERVICES

Personal Services  
Travel  
Supplies  
Other

## SECTION 2

### PROJECT COST ALLOCATION TO GRANTS

The Cost Allocation Plan of MAPA is the basis of assigning project costs and project support to grantors and the grantee.

At the quarter end the actual dollar amount of funds available will determine the percent of support of each funding agency during the requisition period.

Funds available include federal, state, local transportation and local general and funds contracted for and/or authorized by the funding agencies and the Board of Directors or the Finance Committee.

Actual cash sales, cooperative purchasing receipts, and forum registration receipts will be recognized in the month received and are authorized to be expended at the time of receipt by the Board of Directors.

Costs by work activity in addition to work element will be determined whenever funding is specific to an activity.

PROPOSED MAPA FY10 SALARY SCHEDULE

Effective July 1, 2009

Position	Pay Range Code	Pay Range	
		<u>Minimum</u>	<u>Maximum</u>
Executive Director	12	\$88,572	\$116,928
Program Director	11	70,452	93,000
Admin. Services Director	10	59,995	79,200
Principal Planner	9	57,326	75,672
Planner	8	46,968	62,016
Information Officer	8	46,968	62,016
Fiscal Officer	8	46,968	62,016
Assoc. Planner	7	41,653	54,984
Asst. Planner	6	39,107	51,624
Graphics Specialist	6	39,107	51,624
Planning Tech. IV	5	36,462	48,144
Admin. Assistant	5	36,462	48,144
Admin. Secretary	4	33,792	44,616
Planning Tech III	3	31,098	41,064
Secretary	3	31,098	41,064
Planning Tech. II	2	25,981	34,296
Clerk Typist	2	25,981	34,296
Clerk	1	20,789	27,456
Planning Tech I	1	20,789	27,456
Intern	1	20,789	27,456

# 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 of Commissioners

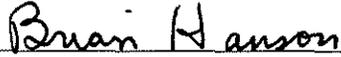
From: Brian Hanson

Re: Agreement with MAPA for GIS and Planning Services

At the September 22, 2009 Board meeting, approval of the attached agreement between Sarpy County and MAPA will be requested. This is a continuation of an existing agreement. Under this agreement, Sarpy County will provide GIS services related to transportation issues. In addition, the Sarpy County Planning Director will assist MAPA in preparing the Long Range Transportation Plan by providing information relating to on-going development activities. MAPA will reimburse Sarpy County for up to \$102,000 of salary and benefits for work the GIS department and the Planning Director do under this agreement. Sarpy County's \$25,500 local match will be covered by paying the portion of salary and benefits for the GIS staff and Planning Director that is not covered by paying the portion of salary and benefits for the GIS staff and Planning Director that is not covered by this agreement. This agreement was included in the 2009 FY budget.

If you have any questions, please feel free to contact me at 593-2349

September 17, 2009

  
\_\_\_\_\_  
Brian E. Hanson

BEH/lt

cc: Mark Wayne  
Scott Bovick  
Deb Houghtaling  
Mike Smith  
Eric Herbert  
Rebecca Horner