

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

21001657

RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 WITH MAPA AND
NEBRASKA DEPARTMENT OF ROADS FOR MAPA FY 2013 UNIFIED WORK PROGRAM

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, on August 14, 2012, Sarpy County entered into an Agreement with the Metropolitan Area Planning Agency (MAPA) for the provision of services related to road planning activities; and,

WHEREAS, because of changes in the Nebraska Department of Roads (NDOR) reporting system, it is necessary that the reporting and reimbursement requests be made directly to NDOR; and,

WHEREAS, the attached Supplemental Agreement No. 1 will clarify the reporting and reimbursement request requirements.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that the attached Supplemental Agreement No. 1 is hereby approved.

BE IT FURTHER RESOLVED, that this Board's Chairman and the County Clerk are hereby authorized to sign the same document.

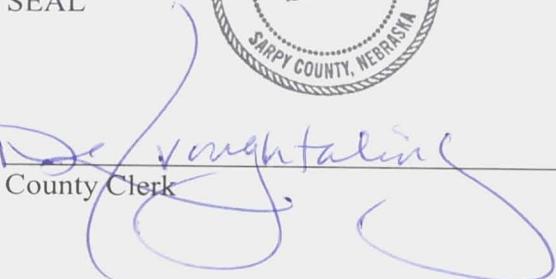
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 16th day of October, 2012.


Sarpy County Board Chairman

Attest:

SEAL




County Clerk

SUPPLEMENTAL AGREEMENT NO. 1

MAPA
SARPY COUNTY
MAPA FY 2013 UNIFIED WORK PROGRAM
PLANNING AND GIS ACTIVITES
STATE PROJECT NO. SPR-PL-1(50)
STATE CONTROL NO. 00880

THIS SUPPLEMENTAL AGREEMENT, entered into by the COUNTY of Sarpy, hereinafter referred to as the "COUNTY" and the Omaha-Council Bluffs Metropolitan Area Planning Agency, hereinafter referred to as the "MAPA", for the purpose of providing professional services described herein and within the MAPA FY 2013 Unified Work Program, hereinafter referred to as the "FY 2013 Program". The Nebraska Department of Roads will hereinafter now be referred to as the "STATE".

WHEREAS, the COUNTY and MAPA entered into Agreement Number 540200.13, also referred to as the STATE's Agreement Number BO1240, executed by the COUNTY and MAPA on June 14, 2012, hereinafter referred to as the "Original Agreement", and

WHEREAS, it is necessary to update Section 8 of the Original Agreement in order to complete the services necessary.

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

SECTION 1. For the services required, Section 8. SUBMISSION OF VOUCHERS/INVOICES of the Original Agreement is hereby revised as follows:

- A. The COUNTY may submit monthly, but not 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. The STATE agrees to pay the COUNTY directly for the services rendered by COUNTY under terms of this Agreement, compensation on a cost reimbursement basis for costs occurred, and to include direct and indirect 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. Said reports shall account for the expenditure of Federal and 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 certifying that all of the items herein are true and

correct for the work performed under the terms of this Agreement. The final settlement between the STATE and COUNTY will be made after the final review and approval by the STATE and MAPA 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 COUNTY within thirty (30) calendar days thereafter. The STATE and MAPA will not hold any retention of the total compensation for services under this Agreement.

SECTION 2. Except as specifically amended by this supplemental agreement, all terms and conditions of the Original Agreement executed by the COUNTY and MAPA on June 14, 2012 shall remain in full force and effect.

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

EXECUTED by MAPA this 25th day of October, 2012.

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: _____ by Ron Koh
Chairman, Board of Directors



EXECUTED by the COUNTY this 16th day of October, 2012

SARPY COUNTY, NEBRASKA

[Signature] by Russell H. [Signature] 10-16-12
Chairman, Board of Commissioners

EXECUTED by the STATE this 20th day of November, 2012

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Mike Owen, P.E.

Michael

[Signature]
Planning & Project Development Engineer

Sarpy County Board of Commissioners

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

ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

To: Sarpy County Board

From: Brian Hanson

RE: Supplemental Agreement for MAPA Unified Work Program

For a number of years, Sarpy County has had an agreement with MAPA where they used federal dollars from the Nebraska Department of Roads (NDOR) to reimburse us for eligible costs in our Planning and GIS departments related to road planning activities. Because of changes in NDOR's electronic reporting system, reimbursement funds can no longer pass from NDOR to MAPA and from MAPA to Sarpy County. Rather, Sarpy County must receive reimbursement directly from NDOR.

The attached Supplemental Agreement No. 1 adds language that reporting and reimbursement requests will be submitted directly to NDOR. I recommend approval of the Agreement. Please let me know if you have any questions.

October 2, 2012

Brian E. Hanson

BEH/dp

cc: Mark Wayne
Scott Bovick
Deb Houghtaling
Mike Smith
Bruce Fountain
Eric Herbert



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Randall D. Peters, P.E., Director – State Engineer
1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759
Phone (402)471-4567 • FAX (402)479-4325 • transportation.nebraska.gov

September 17, 2012

Received 10-1-12

RE: MAPA FY 2013 Unified Work Program
Planning & GIS Activities

Dear Brian Hanson,

Enclosed are 3 copies of the Agreement between MAPA, Sarpy Co., and the NDOR. This supplemental agreement is necessary to:

1. Include language that the NDOR can directly pay the Sarpy Co. services
2. Remove the retention previously stated

Once you have received the appropriate signatures from your company, please send them to:

Melissa K. Engel, CPA
Administrative Services Director
Metropolitan Area Planning Agency (MAPA)
2222 Cuming Street
Omaha, NE 68102-4328

Sincerely,

Jerry Adams
Hwy. Agreements Tech.
Planning and Project Development Division

Enclosure

Agreement Tracking System

AGREEMENT NO.				
O.P.R	AGREEMENT TYPE	YEAR	SEQUENCE NO.	SUPPLEMENTAL NO.
B	O	12	40	001

INSURANCE REQUIRED	
COVERAGE THRU	
UPDATED BY	
TOTAL DOLLARS	\$110,745.00

EXECUTION DATE	EFFECTIVE DATE <small>(NOTICE TO PROCEED)</small>	EXPIRATION DATE
11-20-2012	11-20-2012	06-30-2013

AGREEMENT CLASSIFICATION	86 - PL FUNDS
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LOCATION	Sarpy Co & MAPA Agreement MAPA is subbing work out (PL Funds) to Sarpy Co.
BRIEF DESCRIPTION OF AGREEMENT	NDOR will now directly pay for services that Sarpy Co. are providing to MAPA under the original agreement. PL Funds for FY2013 are described under VL1203 (& Supp#1) between NDOR & MAPA.

SEQ	CONTROL NO. /RLP/AFE	FORMATTED PROJECT NUMBER PROJECT /RLP/AFE DESCRIPTION	CONTRACTOR NUMBER - NAME PROJECT LOCATION
00	00880	SPR-PL-1(50) Statewide	3077 - SARPY COUNTY STATEWDE
01	00880	SPR-PL-1(50) Statewide	9001 - OMAHA-COUNCIL BLUFFS METRO AREA PLANNING STATEWDE

ROUTING & REVIEW DATES	
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