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BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AN AGREEMENT WITH METROPOLITAN AREA PLANNING AGENCY REGARDING LOCAL MATCH FUNDING FOR THE DEVELOPMENT OF THE LOCAL BIKE AND PED PLAN

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Metropolitan Area Planning Agency ("MAPA") in collaboration with project partners, is developing a study of the bicycle and pedestrian facilities as described in the attached e-mail; and,

WHEREAS, in order to conduct this study MAPA has requested Sarpy County provide local match funding of \$10,500.00; and

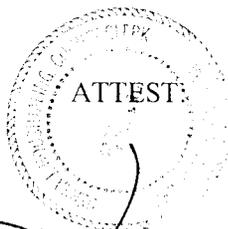
WHEREAS, Sarpy County desires to enter into an agreement ("Agreement") with MAPA regarding local match funding for the study of the bicycle and pedestrian; and,

WHEREAS, entering into the Agreement with MAPA is in the best interests of the citizens of Sarpy County.

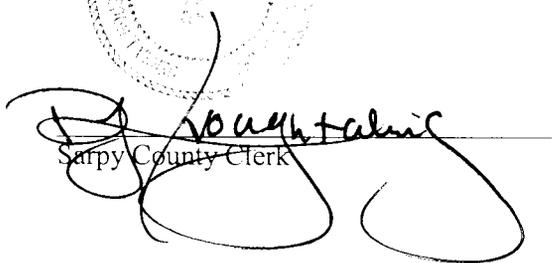
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the Agreement with MAPA to study bicycle and pedestrian facilities in the area, a copy of which is attached hereto, and any other related documents, the same being approved and adopted by the Board.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 17th day of September, 2013.




Sarpy County Board Chairman


Sarpy County Clerk

AN AGREEMENT BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY AND SARPY COUNTY, NEBRASKA REGARDING LOCAL MATCH FUNDING FOR THE DEVELOPMENT OF THE REGIONAL BIKE AND PED PLAN DIGITAL MAP PRODUCTS

This agreement is made and entered into this 25th day of July, 2013 by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereafter called MAPA) and Sarpy County, Nebraska.

WITNESSETH:

Whereas, a group of communities from eastern Nebraska and western Iowa and the MAPA officials have mutually agreed that the area will benefit from the development of a Regional Bicycle and Pedestrian Plan (hereafter called project). Therefore, the parties do agree that:

I.
PURPOSE

The purpose of this agreement is to provide for the funding and administration of a Project. The Project shall be undertaken by Toole Consultants (hereafter called Consultant).

II.
STEERING COMMITTEE

A Steering Committee shall be formed consisting of the locally supporting jurisdictions and shall be responsible for guiding the conduct of the Project and deciding whether to accept the finished products of the Consultant. MAPA staff shall act as the Project Manager and shall be the point of contact with the Consultant. The Steering Committee shall provide general direction relating to Project. Contract administration shall be carried out by the Project Manager (MAPA). The Steering Committee shall provide staff resources necessary to review the products.

III.
SCOPE OF SERVICES

The scope of services to be performed shall be as described in the contract between MAPA and Consultant. The work shall include base data and information on the existing transportation conditions for the contiguous area of Douglas and Sarpy Counties in Nebraska and Pottawattamie County in Iowa. Consultant shall produce recommended transportation projects for the future implementation of the Project. The results of this planning effort shall be based on the following three key steps: 1) public participation and stakeholder outreach, 2) corridor analysis and strategies, and 3) corridor prioritization and implementation as specified in the scope of work between MAPA and Consultant.

IV.
METHODS AND PROCEDURE

The work program (scope of work) developed by the Steering Committee shall be performed by Consultant, who is recognized to have expertise in the field of this endeavor. MAPA shall enter into a contract with Consultant for completion of the Project. After completion of the Project by Consultant, each Steering Committee member shall receive a copy of the final Plan as approved by the MAPA Board of Directors.

V.
RECORDS, FEES, AND PAYMENTS

Consultant shall provide to MAPA regular progress reports on the Project, which shall then be made available to each Steering Committee member. MAPA shall make payments in response to billings by Consultant within 30 days of the receipt of a bill. As the local match funding for this Project, Sarpy County, Nebraska shall pay MAPA a total amount of \$10,500.00 no later than December 31, 2013.

VI.
ADMINISTRATION

Administration of the Project shall be the responsibility of MAPA, in coordination and cooperation with the Steering Committee.

VII.
DURATION

This agreement shall remain in full force and effective until December 31, 2014, unless the Project has been fully performed to the satisfaction of MAPA and the Steering Committee prior to that date. If necessary for completion of the Project, this agreement may be extended past December 31, 2014 with the consensus of the Steering Committee.

VIII.
NON-DISCRIMINATION

The parties in this agreement shall not, in the performance of this agreement, discriminate or permit discrimination in violation of the local/state/federal laws because of race, color, gender, age, disability, political or religious opinions/affiliations, or national origin.

IX.
APPLICABLE LAW

The parties in this agreement shall conform with the existing applicable local ordinances/resolutions and the local/state/federal laws, rules, and regulations. Nebraska law will govern the terms and performance under this agreement.

Pursuant to Neb. Rev. Stat. §4-108 through §4-114 each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

X.
STRICT COMPLIANCE

The provisions of this agreement and each corresponding document shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from the MAPA Project Manager, in coordination and cooperation with the Steering Committee.

XI.
HOLD HARMLESS

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.

These Indemnification provisions are not intended to waive a Party's sovereign immunity. Each Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

XII.
MERGER

This agreement shall not be merged into any other oral or written contract, lease, or deed of any type.

XIII.
MODIFICATION

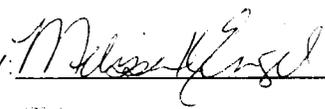
This is the complete and full agreement of the participating parties. No representations were made or relied upon by any party other than those parties expressly set forth herein. No agent, employee, or other representative of any party is empowered to alter any of the terms herein except upon written direction from the MAPA Project Manager, in coordination and cooperation with the Steering Committee.

In witnesseth whereof, the parties hereto have caused this instrument to be signed and sealed by their duly authorized representatives.

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

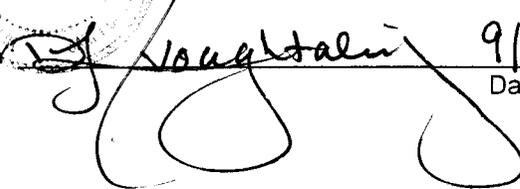
BY: 
Executive Director

BY:  9-25-13
Date

SARPY COUNTY

ATTEST:

BY: 

BY:  9/17/13
Date