

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN
AGREEMENT WITH MAPA FOR GIS AND PLANNING SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), 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;

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

WHEREAS, Sarpy County maintains a region-wide Geographic Information System ("GIS") and has the ability to provide to the Metropolitan Area Planning Agency ("MAPA") with GIS services related to transportation issues;

WHEREAS, Sarpy County's Planning Department has the resources and the capability to assist MAPA in its transportation planning processes; and

WHEREAS, Sarpy County and MAPA desire to enter into an agreement that identifies the responsibilities of Sarpy County and MAPA with regards to the aforementioned GIS and planning services.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the attached agreement with MAPA and any other related documents, the same being approved by the Board.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized sign the attached agreement with MAPA.

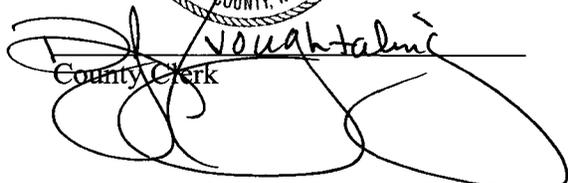
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 30th day of September, 2014.

Attest

SEAL




 Sarpy County Board Chairman


 County Clerk

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



<u>COMMISSIONERS</u> Don Kelly District 1 Jim Thompson District 2 Tom Richards District 3 Brenda Carlisle District 4 Jim Warren District 5

MEMO

To: Sarpy County Board of Commissioners

From: Brian Hanson

Re: Interlocal Agreements with MAPA for GIS and Planning Services

At the September 30, 2014 Board meeting, approval of the attached Interlocal Agreement between Sarpy County and MAPA will be requested. This is a continuation of an existing agreement. Under these agreements, Sarpy County will provide GIS services related to transportation issues. In addition, the Sarpy County Planning Department 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 \$49,500 of salary and benefits for work in the GIS department with a match of \$21,214 under the GIS agreement. MAPA will also reimburse Sarpy County for up to \$40,500 of salary and benefits for work in the Planning Department with a match of \$17,357. This agreement is included in the 2015 FY budget.

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

September 24, 2014

Brian Hanson
Brian E. Hanson

BEH/mg

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2014 by and between the County of Sarpy, Nebraska, 1210 Golden Gate Drive, Papillion, NE 68046 hereinafter referred to as "the 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 2015 Unified Work Program, hereinafter referred to as the "FY 2015 Program".

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

1. EMPLOYMENT OF THE COUNTY

The County agrees to undertake certain transportation planning activities identified in Section 104 (f) of Title 23 United States Code and /or 49 U.S.C 5303, and incorporated into MAPA's FY 2015 Program. This Agreement shall be subject to all required provisions of the Nebraska Department of Roads (NDOR) Agreement Project No. PL-1(52) attached and incorporated hereto by reference. (Exhibit I).

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Sarpy County, Nebraska.

3. SCOPE OF SERVICES

A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2015 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 410.13, 410.14 identified below and Exhibit II attached and incorporated hereto by reference.

410.13 Sarpy County Planning Activities

Sarpy County Planning will conduct Development Review, Comprehensive Plan and Development Regulation Update in coordination with the regional transportation planning process. Funding will support staff time for the aforementioned activities.

410.14 Sarpy County GIS Activities

Sarpy County will conduct its GIS program, which includes creating, maintaining and managing ongoing geospatial data. Sarpy County will accurately develop and maintain the datasets and tools that support transportation planning, modeling, analysis, and forecasting. Datasets include street centerlines, bridges railways, trails, traffic counts, parcels and land use data, environmental and physical features, among others. Funding will support staff time for the aforementioned activities.

- B. The County shall develop progress 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. Activities completed in the quarter.
 - 2. Percentage completion.
 - 3. Number of hours completed by employee by activity for the quarter.
 - 4. Activities to be completed next quarter.
 - 5. Any existing or expected concerns about completed the activities included in the scope.
- 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 2015 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 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 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 2015 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2014 and ending June 30, 2015.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOR under Agreement Project No. PL-1(52), 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 ninety thousand dollars (\$90,000.00) 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 thirty-eight thousand five hundred seventy-one dollars (\$38,571.00). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (see Exhibit III attached hereto and incorporated by reference)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the County's accounting books of record.

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its

entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

County shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

7. ADMINISTRATIVE FEE

The Contractor agrees to pay the Planning Agency an administrative fee of four thousand five hundred dollars (\$4,500). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. 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 Agreement Project No. PL-1(52).

9. 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 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 Agreement Project No. PL-1(52), 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 the County 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 the County 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, whose time is directly assignable to this FY 2015 Program, shall keep and sign a time record showing the work element and work activity of the FY 2015 Program, date and hours worked, and title of position.

- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas City) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

10. 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.

11. CHANGES

The County or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement which are 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.

12. 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.
- C. The County 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 expenditures of federal awards, whether pass-through or direct, in total exceed \$500,000 in a fiscal year, an A-133 Audit is required. Pass-through monies from MAPA shall be separately identified on the County's *Schedule of Expenditures of Federal Awards* as reported in their financial audit.
- D. If any amount paid by MAPA to the Contractor under this agreement as found to be ineligible for reimbursement from the sponsoring federal agency, the Contractor shall pay such amount back to MAPA.

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 there from.
- B. No member, officer, or employee of MAPA or of a local governing public body during their tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

14. 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.

15. 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 Iowa 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.

16. 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.

17. 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 authorized under Section 104 (f) of Title 23 United States Code and /or 49 U.S.C 5303."

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.

18. 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 nonoccurrence 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.

19. 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.

20. 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.

21. RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 et seq., 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.

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

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: Melissa Engel

by Ron Koh 10/24/14
Chairman, Board of Directors



[Signature]
APPROVED AS TO LEGAL FORM

SARPY COUNTY, NEBRASKA
by [Signature] 9/30/2014
Chairman Board of Commissioners

DATE _____, 20__

Signed _____
MAPA Legal Counsel

DATE September 24, _____, 2014

Signed [Signature]
Sarpy County Legal Counsel

PROGRAM AGREEMENT- PL FUNDS

MAPA
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. PL-1 (52), STATE CONTROL NO. 00918A
FY 2015 PLANNING (PL) AGREEMENT

THIS AGREEMENT is between the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA), a local public agency ("LPA"), and the State of Nebraska, Department of Roads ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, there are Federal funds (PL Funds) available for use by Metropolitan Planning Organizations (MPOs) in their transportation program planning level activities ("PL Project"), and

WHEREAS, the purpose of this agreement is to provide partial funding of LPA's portion of the planning activities scheduled to be performed commencing July 1, 2014, as outlined in MAPA's Unified Planning Work Program which is shown on attached Exhibit "A", and

WHEREAS, the Moving Ahead for Progress in the 21st Century (MAP-21) 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, LPA has agreed to establish and maintain a continuing, comprehensive, and cooperative transportation planning process in the metropolitan area, and

WHEREAS, LPA has been designated as the recipient agency for the Omaha metropolitan area for PL Funds pursuant to 23 U.S.C. Section 134 as amended by the Transportation Equity Act for the 21st Century, and

WHEREAS, the Federal share payable on any portion of a PL Project will be a maximum of 80 percent of the eligible and participating costs; the LPA's share will be the remaining 20 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs, and

WHEREAS, Federal law provides that the Federal share of the cost of PL Projects will be paid only to the State, and

WHEREAS, the State is willing to assist LPA to obtain Federal approval and funding of these LPA PL Projects with the understanding that no State Funds are to be expended in support of these PL Projects, and

WHEREAS, the LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject PL Project, and

Project No. (PL-1 (52))
Control No. (00918A)
MAPA FY 2015 PLANNING (PL) AGREEMENT

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(AGREEMENT VL1401)

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the PL Project, and maintain the PL Project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this PL Project to be eligible for Federal funding, and

WHEREAS, if the LPA is to receive Federal participation for any portion of the work on the proposed PL Project, it is necessary for the work to comply with Federal requirements and procedures, and

WHEREAS, the State will pay the eligible costs incurred directly to LPA's outside service providers when the LPA has contracted for such services, subject to reimbursement from LPA of LPA's share of such costs, and

WHEREAS, the State's role is federal funding eligibility, including providing quality assurance to ensure FHWA on the LPAs behalf that the PL Project is managed according to federal rules and regulations. The State will coordinate with the LPA on federal funding issues on behalf of the LPA, and

WHEREAS, this PL Project includes monies from the Federal Highway Administration (FHWA); therefore, if a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then OMB Circular A-133 audit requirements must be addressed as explained further in this agreement, and

WHEREAS, the total cost of the Program is currently estimated to be 1,335,070, the federal share is estimated to be \$1,068,056, and the LPA's share is estimated to be \$267,014, but such costs may increase or decrease due to variations between the estimated and actual Program costs.

WHEREAS, the federal share \$1,068,056 is the sum of the carryover funds from the last Fiscal Year (\$141,146) and funds from the upcoming Fiscal Year (\$926,910). The amount of new and carryover PL funds are estimated based on information available at the time of the agreement and are subject to change. The availability of the federal funds is based on the continuation of existing funding levels. The LPA has earmarked and has placed in its fiscal budget at least the amount of the local match. The LPA's share may include both in kind services and a local match. The in-kind services for this Program is estimated to be \$70,822, and

WHEREAS, the LPA desires that MAPA's Unified Planning Program, which is shown on attached Exhibit "A", be developed under the designation of Project No. PL-1 (52), as evidenced

by the Resolution of the LPA dated the 24th day of April, 2014,
attached as Exhibit "B" and made a part of this agreement.

NOW THEREFORE, in consideration of these facts, the LPA and State agree as follows:

SECTION 1. DEFINITIONS

For purposes of this agreement, the following definitions will apply:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590,
acting through its authorized representatives.

"FHWA" means the Federal Highway Administration, United States Department of
Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"FULLY QUALIFIED" means a person who has satisfactorily completed all applicable
State training courses and who has met the other requirements necessary to be included on the
State list of qualified LPA "Responsible Charge" (RC's).

"LPA" means Local Public Agency sponsoring a federally funded transportation project
and determined to be qualified to assume the administrative responsibilities for such projects by
the State.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

"FULL-TIME PUBLIC EMPLOYEE" means a public employee who meets all the
requirements and is afforded all the benefits of full-time employees as that phrase is applied to
other employees of the employing entity. A person is not a full-time employee if that person
provides outside private consulting services, or is employed by any private entity, unless that
person can prove to the State in advance, that employee's non-public employment is in a field
unrelated to any aspect of the project for which Federal-aid is sought.

"PUBLIC EMPLOYEE" for the purpose of selecting an RC for this project means a
person who is employed solely by a county, a municipality, a political subdivision, a Native
American tribe, a school district, another entity that is either designated by statute as public or
quasi-public, or entity included on a list of entities determined by the State and approved by the
Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

"RESPONSIBLE CHARGE" or "RC" means the public employee or elected official who is
fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for
all decisions related to all aspects of the Federal-aid project. The RC is the day-to-day project

manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the project. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents the LPA's interests in the delegated technical tasks.

"UNIFIED PLANNING WORK PROGRAM (PROGRAM)" means a document of transportation planning activities performed within the metropolitan planning areas, or urbanized areas with populations of 50,000 or more. The Program describes planning activities to be completed, estimate the cost for these planning activities, and indicate the lead agency. Transportation activities to design and build transportation infrastructure are usually not included in the Program; however all federally funded studies should be included in the Program.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State is a funding liaison between LPA and the United States Department of Transportation in LPA federally funded transportation projects.

"STATE CERTIFIED CONSULTANT" means a Consultant that has met the certification requirements of the Nebraska Department of Roads to provide professional services in certain work categories for federal and state funded work in Nebraska.

SECTION 2. TERM OF THE AGREEMENT

This agreement will begin with the fiscal year beginning July 1, 2014 and ending June 30, 2015.

SECTION 3. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

A. Purpose

The LPA wishes to complete a Federal-aid planning project for activities within its jurisdiction. The LPA and the State understand that the Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project; instead, FHWA provides Federal funding for eligible and participating project costs through the State. The State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this agreement as a steward of federal funds and as a liaison between LPA and FHWA. The purpose of this agreement is to set forth the understanding of the LPA and the State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this agreement, the LPA shall continue to have all duties concerning any aspect of the planning processes. Nothing in this agreement shall be construed to create any duty of the State to LPA concerning such matters. LPA further agrees

that LPA shall have no claim or right of action against the State under this agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this agreement include the PL program requirements and other conditions State believes in good faith that LPA must meet for this PL Project to be eligible for federal funding.

LPA acknowledges that many conditions must be met by LPA in order to receive Federal-aid reimbursement. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements and the perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.

B. LPA RESPONSIBILITY

- Provide the necessary administration of committees and staff, and consult, collaborate and coordinate with the State to accomplish the objectives of the Program;
- Assign qualified LPA staff personnel as needed to execute LPA's portion of the Program and oversee the contractual service portion of the Program. LPA shall submit to the State a listing of all LPA personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification, qualifications, 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 the Program. It is agreed that employees of LPA whose time is directly assignable to the Program shall keep and sign a time record showing element of Program, date and hours worked. During FY 2015, the LPA may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the State;
- 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 Program shall be submitted to the State and the Federal Highway Administration for review and approval prior to use;
- Select a Consultant following all guidelines and requirements outlined in the State's LPA Guidelines Manual for Federal Aid Projects in regard to the method of procurement,

evaluation, selection, and contract types. The selected Consultant must be certified to provide Transportation Planning Services by the State. LPA shall be responsible to determine that the Consultant is qualified to provide the expertise and experienced personnel to accomplish the required work product. Price cannot be a selection factor. The LPA shall follow any applicable requirements including, but not limited to, requirements defined in Chapter 4 of the LPA Guidelines Manual.

C. STATE RESPONSIBILITY

- Assign qualified personnel as needed to accomplish tasks assigned to or agreed to by the State.
- Review the Consultant's Scope of Services and Fee Proposal and provide comments to the LPA.

D. PARTIES RESPONSIBILITY

- If, after consultation with the State, it is determined that changes to the Program are necessary, written approval by the State and the Federal Highway Administration shall be obtained.
- 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.
- If, as the work progresses, major changes in the schedules, funding, scope, staffing 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 request to the State for review and approval by the State and the Federal Highway Administration.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- A. The LPA hereby designates Michael Helgerson and Brayden McLaughlin as the RCs for this project.
- B. Duties and Assurances of the LPA concerning its designated RC for this project.
1. The LPA understands the duties and responsibilities of the LPA and RC as outlined in the LPA Guidelines Manual for Federal-Aid Projects.
 2. The LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the

project including identifying issues, investigating options, working directly with stakeholders, and decision making.

3. The RC is a full-time public employee or elected official of the LPA, or a full-time employee of another entity as defined in "Public Employee" above.
4. The LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.
5. If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's Highway Planning Manager; after such notification the LPA shall replace the RC no later than thirty calendar days or sooner if possible. With advance written approval by the State, the LPA may use a Provisional RC in accordance with the State's Provisional RC Policy.
6. The LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid projects. The LPA understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a project is ineligible for Federal funding, the LPA will repay the State all previously paid Federal funds, as determined by the State, and any costs or expenses the State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

A. The Applicable Legal and Contract Requirements.

1. Title 23 U.S.C., 23 CFR, and 49 CFR - Title 23, Chapter I, of the United States Code contains most of the federal laws governing this Federal-aid transportation project. Title 23 of the Code of Federal Regulations is a codification of the rules and regulations including provisions governing Federal-aid highway projects administered by the Federal Highway Administration, Department of Transportation. Title 49 of the Code of Federal Regulations, Parts 1-99, also includes regulations applicable to LPA's Federal-aid

transportation project. The Federal-aid highway program provisions of 49 CFR are found primarily in Parts 18, 19, 24, 26-29, 32, 37 and 38.

2. **LPA Guidelines Manual** - LPA also agrees to develop its project in strict compliance with the provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address: <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>. In the event the LPA believes that The Manual doesn't clearly address a particular aspect of the project work, the LPA shall seek guidance or clarification from the State's Local Project Section Engineer or Project Coordinator.
- B. **Federal Oversight.** If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of the LPA to understand the additional requirements and ensure that the State and FHWA are provided timely notice for additional oversight and approvals.
- C. **Loss of Funding.** In order for the LPA to receive Federal Funds for any part of this project, the LPA shall perform the services for all aspects of the PL Project, according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all aspects or certain aspects of the PL Project may become ineligible for Federal Funds if Federal procedures and requirements are not met.

SECTION 6. SUSPENSION OR TERMINATION

A. Suspension.

The State, in its sole discretion, reserves the right to suspend LPA's project when the State determines that there are issues related to project performance, responsiveness, quality or eligibility that must be corrected by LPA. Suspension of the project may include, but is not limited to, the State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on this project. The State shall provide LPA notice of the suspension including: (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and when applicable, (3) a description of the actions that must be taken for the State to revoke the suspension.

A suspension may also be imposed by the State for any of the reasons listed in the Termination subsection below, or for any significant change in the scope of the project that has not been previously approved by the State or FHWA.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this agreement.

B. Termination.

This agreement may be terminated as follows:

1. The State and the LPA, by mutual written agreement, may terminate the agreement at any time.
2. The State may terminate this agreement for the following reasons:
 - (a) A decrease or shift in available federal-aid funding that will, in the sole discretion of the State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
 - (b) When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
 - (i) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
 - (ii) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by the State.
 - (iii) LPA has failed to replace the RC with an RC approved by the State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
 - (iv) LPA has not included the Program within the LPA's one or six year plans or, when applicable, within the LPA's Transportation Improvement Program (TIP), in the correct fiscal year.
 - (c) LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
 - (d) A notice or declaration of FHWA or the State that any part of the project is or has become ineligible for federal funding.
 - (e) LPA's failure to sign any State drafted or approved project agreement including supplemental agreements.
 - (f) LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from the State.
 - (g) LPA's breach of a provision of this agreement.

3. The LPA may terminate the agreement upon sixty (60) days written notice of termination to the State, subject to the LPA meeting the conditions of paragraph 5 below.
4. Prior to the State terminating this agreement, the State shall provide written notice to the LPA of the basis for termination and, when applicable, provide the LPA sixty (60) days to properly resolve all issues identified by the State.
5. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under 5.(a). Further, the LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 7. OMB CIRCULAR A-133 AUDIT

The funding for the project under this agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The LPA shall have its finance officer or auditor, review the situation to determine what the LPA must do to comply with this federal mandate. Any federal funds for LPA projects paid directly to contractors and Consultants by the State, on behalf of the LPA, will be reported on the State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA. (as per FHWA's February 18, 2012 letter and State's February 24, 2012 letter). If an A-133 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

If necessary, the Federal award information needed for the SEFA includes:

Federal Grantor: U.S. Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Roads

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: PL-1 (52)

If an A-133 Audit is submitted by the LPA, the LPA shall provide a copy of the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 8. FINANCIAL RESPONSIBILITY

A. TOTAL PROJECT COSTS AND FUNDING COMMITMENTS

The total cost of the Program is currently estimated to be \$1,335,070.

ESTIMATED PROJECT FUNDING				
	Federal	Local Match	In-Kind Match	Total
Recipient (Agreement)				
MAPA VL1401	\$871,456	\$97,043	0	\$768,499
Subcontractors (if applicable)				
Douglas Co	\$130,000	\$32,500	\$23,214	\$185,714
Omaha Traffic Count	\$63,000	\$15,750	\$11,250	\$90,000
Omaha Planning	\$113,600	\$28,400	\$20,286	\$162,286
Sarpy Co Planning	\$45,000	\$10,125	\$7,232	\$62,357
Sarpy Co GIS	\$45,000	\$12,375	\$8,839	\$66,214
Totals	\$1,068,056	\$196,193	\$70,821	\$1,335,070

*Approved by
Jesse Williams
7/22/14*

Both the LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for the Program, the LPA must seek and obtain from the State additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State's approval of such estimate,
- Receiving notification from the State that additional Federal funds have been obligated,
- Receipt of a notice to proceed from the State to incur costs, if applicable

B. LPA RESPONSIBILITY

The LPA understands that payment for the costs of this project, are the sole responsibility of the LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the project or any portion of the project the LPA is responsible for full project payment with no cost or expense to the State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, the LPA shall pay or repay the State for all costs incurred by the State prior to such abandonment.

C. REIMBURSEMENT OF COSTS INCURRED BY THE LPA

LPA incurred project costs of those listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- The LPA submits a detailed cost estimate, when applicable, and the State approves such estimate,

- The State has obtained Federal funds obligation,
- The State issues notice to proceed to the LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement,
- The LPA obtains the approval of the State and of the FHWA prior to the purchase of any specialized equipment. Specialized equipment is equipment not ordinarily used or required in the regular administrative or planning operations of LPA. Such equipment must be required for and used primarily on work associated with this project. The cost of this specialized equipment must be reasonable as determined by the State or FHWA,
- The LPA agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs,
- The LPA submits invoices no more frequently than monthly and no less often than quarterly and in accordance with the procedures below. The LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. The State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. The State will reimburse the LPA for the Federal share of the eligible actual costs. The LPA shall retain detailed cost records supporting all invoices, and shall submit those records to the State upon request.
- The LPA is required to submit their reimbursement requests through OnBase; an electronic invoice workflow application utilized by the NDOR. Reimbursement requests should be submitted to NDOR Highway Planning Manager. In addition to a cover sheet showing the amount of the reimbursement request and the local share, the reimbursement request must also include: 1) Invoice, 2) Cost Breakdown Form, 3) Progress Report, and 4) proof of payment to any subcontractors.

1) Invoice – the invoice must include the following breakdown of costs

a. For Actual Cost Agreements:

- i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
- ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs
- iii. Fee For Profit (as negotiated in the professional services agreement)
- iv. Direct Non-Labor Costs
- v. Dates of service

b. Federal balance due to the MPO for the current period

- c. Federal and Local share breakdown of the expenses
- 2) NDOR Cost Breakdown — NDOR Payment Request Form, properly prepared, signed and dated.
 - 3) Progress Report – must include the following:
 - a. A description of the work completed within current billing period
 - b. A list of unresolved issues that will impede the progress of the work
 - c. The percent of authorized work completed
 - 4) Proof of Payment to Subcontractors - Proof of payment (e.g. canceled checks or funds transfer) is required before invoice reimbursement can occur.

It is understood that when utilizing PL Funds for travel expenses related to planning activities outside the MPO area, the LPA will submit detailed travel information to the State either prior to the travel, or submitted with the PL billing statement. The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

State will perform an initial check to verify that all necessary documentation is accurate and complete. The State will reimburse the LPA for the Federal share of the eligible actual costs and will make a reasonable effort to pay LPA within 15 days of State's receipt of the LPA's reimbursement request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by the LPA are allowable under this agreement, including any Professional Services agreements.

Project oversight costs include: direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects.

D. PAYMENT OF CONSULTANT PROFESSIONAL SERVICES BY THE STATE

When the LPA uses Consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For the State to pay for these professional services, the LPA must execute an agreement with the service provider using the State's template agreement. Such agreement shall include a detailed scope of services and fee

proposal. The State shall pay the Consultant directly, with Federal and local funds, for any eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of the LPA and LPA shall reimburse the State for any such costs paid to the Consultant. Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.

E. LPA PROJECT BUDGET AND INVOICING BY THE STATE

The LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.

At times determined by the State, and after execution of this agreement, the State will invoice the LPA for some or LPA's entire share of the State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, the State will invoice the LPA their share of the total agreement amount.

F. AUDIT AND FINAL COST SETTLEMENT

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

If deemed necessary, an audit will be performed by the State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal funds. The amount of the final settlement between the State and the LPA will be the LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to the State by the LPA.

If the LPA's calculated share is more than the amount of local funds previously paid to the State, the State will bill the LPA for the difference. The LPA agrees to pay the amount due the State within thirty (30) days of receipt of invoice.

If the LPA's calculated share is less than the amount of local funds previously paid to the State, the State will reimburse the LPA for the difference.

SECTION 9. PROCUREMENT OF PROFESSIONAL SERVICES

The LPA shall procure engineering and planning services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Professional services include, but are not limited to; planning studies and preliminary engineering.

SECTION 10. PROFESSIONAL SERVICES

It is understood by the Parties that the LPA is solely responsible for the professional performance and ability of the LPA and their Consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by the State, or acceptance or use of the work product of the LPA or their Consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of the LPA and their Consultant which would relieve the LPA from any expense or liability that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA for the project.

SECTION 11. INDEMNITY

The LPA agrees to hold harmless, indemnify, and defend the State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that the State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this agreement.

SECTION 12. CONFLICT OF INTEREST LAWS

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State website at the following location:
<http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/col/col-guidance-doc-lpa.pdf>

The LPA must also complete and sign the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on the State website at the following location:
<http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/col/col-disclosure-doc-lpa.pdf>

Consultants and Subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership,

personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 13. DRUG FREE WORKPLACE

The LPA shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 14. RECORDS RESPONSIBILITY

The LPA shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this agreement. Such records must be available for inspection by the State and the FHWA/FTA or any authorized representatives of the Federal government, and the LPA shall furnish copies to those mentioned in this section when requested to do so.

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.

Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

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 Federal Highway Administration."

In the event of failure of agreement between the State and LPA relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.

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.

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.

When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate other party.

SECTION 15. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project itself, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 30. TITLE VI NONDISCRIMINATION CLAUSES of this agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 16. DISABILITIES ACT

The LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

The LPA agrees to comply with the requirements of Neb.Rev.Stat. §4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of §4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. Policy

The LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises (DBEs) Obligation

The LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA 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. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this agreement, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations

under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

- (4) Information and Reports: The LPA shall 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 or the FHWA 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 LPA shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to the LPA under this agreement until the LPA complies, and/or
 - (b) Cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The LPA shall include the provisions of paragraphs (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 LPA shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the State to enter into such litigation to protect the interests of the State, and in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 20. ENTIRE AGREEMENT

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

SECTION 21. CERTIFICATION 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 subcontracts, subgrants, and contracts under grants, subgrants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

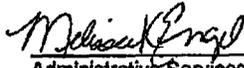
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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.

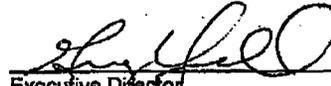
IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the LPA this 1st day of July, 2014.

WITNESS:

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY
Greg Youell


Administrative Services Manager


Executive Director

EXECUTED by the State this 9th day of July, 2014.

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


Planning & Project Development Engineer

Metropolitan Area Planning Agency

FY 2015 Work Program

Final

May 29, 2014

Revised August 18, 2014



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MAPA FY 2015 Work Program

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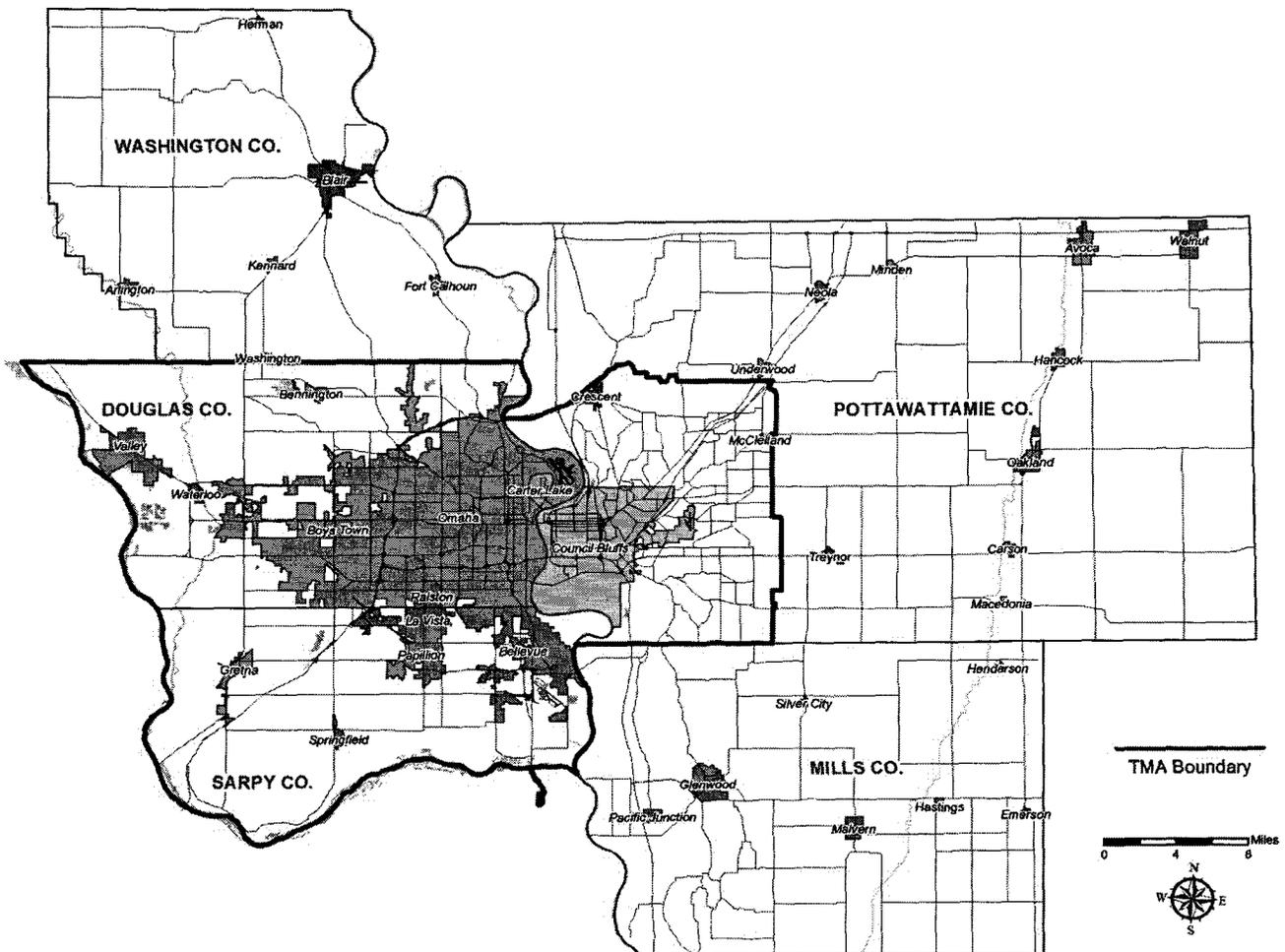
The preparation of this report was financed in part with funding from United States Department of Transportation (USDOT), administered by the Nebraska Department of Roads (NDOR) and the Iowa Department of Transportation (Iowa DOT). The opinions, findings and conclusions expressed in this publication are those of the authors and do not necessarily represent USDOT, NDOR, and Iowa DOT.

MAPA is an EOE/DBE employer

Introduction

The Unified Work Program (UPWP) documents the Metropolitan Area Planning Agency's (MAPA) transportation-related activities and projects for the 2015 fiscal year. MAPA serves as a voluntary association of local governments in the greater Omaha region chartered in 1967. MAPA performs planning and development work, especially to address problems that are regional in scope and cross jurisdictional boundaries.

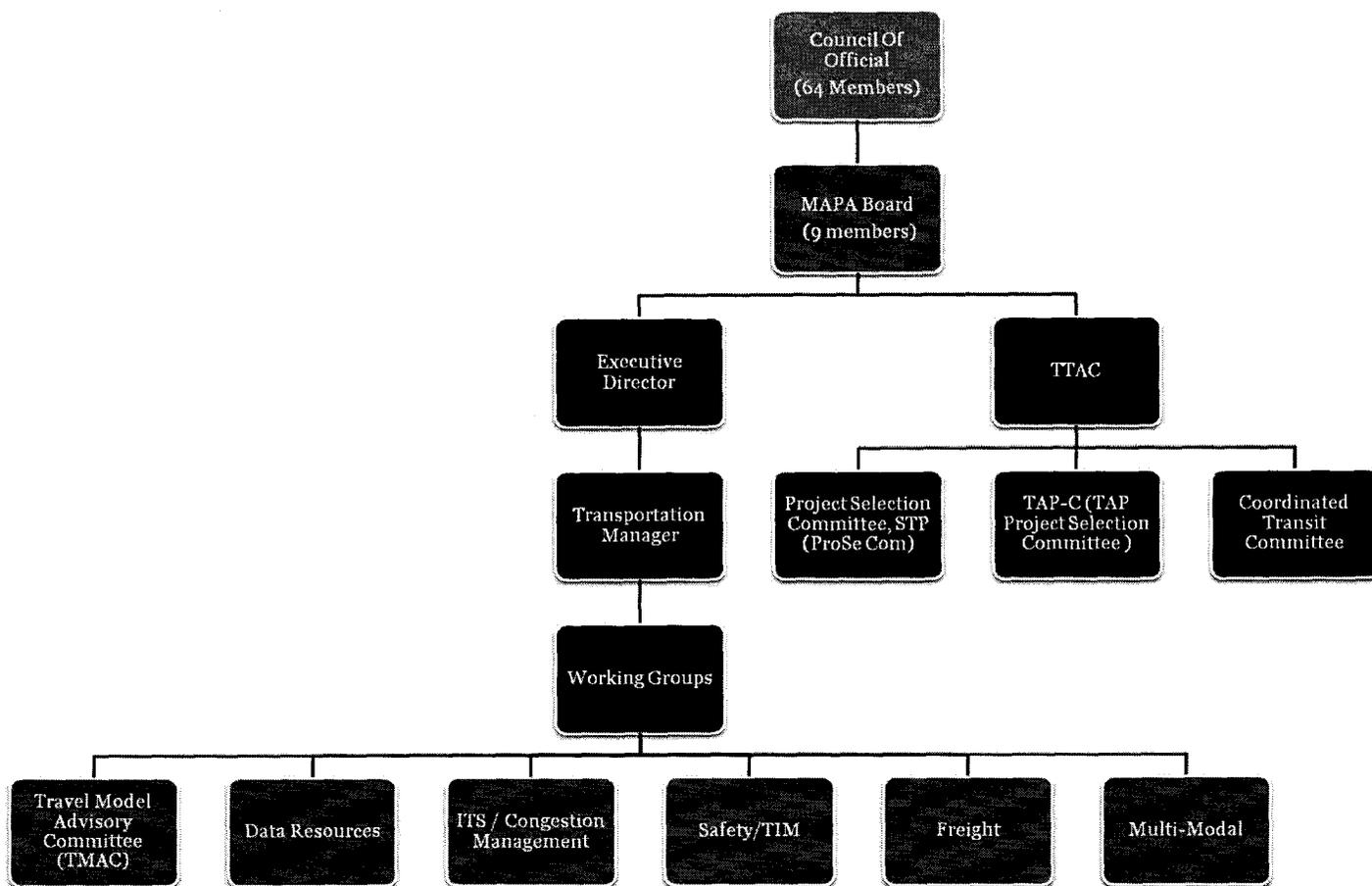
MAPA is the Council of Governments for Douglas, Sarpy, and Washington Counties in Nebraska and Pottawattamie and Mills counties in Iowa. MAPA serves as the federally-required "Metropolitan Planning Organization" (MPO) and "Transportation Management Area" (TMA) for a smaller region that encompasses Douglas and Sarpy Counties and a small portion along US-75 in Cass County in Nebraska, as well as the southwestern portion of Pottawattamie County (i.e., the area generally south of Crescent and Underwood and west of L-52). In addition, MAPA serves as staff support for the Iowa DOT Regional Planning Affiliation for Harrison, Mills, rural Pottawattamie and Shelby Counties (RPA-18). The map below outlines the MAPA Council of Governments region and highlights the TMA boundary:



The governing body for MAPA is a 64 member Council of Officials, representing cities, counties, school districts, resource agencies, and numerous other governmental bodies within the MAPA region. The MAPA Board of Directors is a nine-member board that serves as the Council of Officials' executive committee. It is comprised of elected officials representing cities and counties from the larger five-county MAPA region. 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. The Transportation Technical Advisory Committee (TTAC) reviews and makes recommendations related to transportation to the MAPA Board. Membership on these committees is listed in Appendix II.

Various other committees play a role in MAPA's transportation planning process. The following diagram illustrates these committees and their relationship to the Board of Directors and TTAC.

MAPA Committee Structure



Current Transportation Planning Overview

A number of important regional planning initiatives are currently underway in the MAPA TMA. MAPA is leading **Heartland 2050**, a long-term vision for the future of the greater Omaha-Council Bluffs metro area based on the core values of area residents. Heartland 2050's goals include the identification of a preferred growth scenario to be adopted by the local jurisdictions. This preferred scenario will inform MAPA's transportation planning process. Two other significant studies related to Heartland 2050 under the "Heartland Connections" umbrella are the Regional Transit Vision (RTV) and the Regional Bicycle – Pedestrian Plan, which are described below in more detail.

The **Metro Area Travel Improvement Study (MTIS)** is a joint NDOR-MAPA multi-year regional study of highway needs that will result in a list of prioritized projects for state investment and guide future regional transportation investments. MAPA is coordinating with Sarpy County on the **Platteview Road Corridor Study**. This project will plan for future transportation and land use through southern Sarpy County, connecting with the new US-34 Bridge that will cross the Missouri River and connect to I-29 in Iowa. This study is considered a Planning-Environmental Linkages (PEL) effort.

MAPA's current **Long Range Transportation Plan (LRTP 2035)** expires in March 2016. Therefore, MAPA will be working on an LRTP update in FY-15. The aforementioned major planning projects will provide significant data and analysis to incorporate into the new LRTP.

Work on MAPA's **Transportation Improvement Program (TIP)** continues. The project selection process has developed a more robust selection criteria and process in recent years. This process has been designed to ensure that selected projects are directly tied to regional goals, provide transparency and structure in the planning process, and only advance projects that are truly ready for federal funding to be obligated (*i.e.*, have all the necessary environmental and right-of-way approvals).

In Iowa, the Council Bluffs Interstate Project is the largest current project in the State of Iowa, and will focus on rebuilding the joint I-29/I-80 sections of the Council Bluffs Interstate System. The City of Council Bluffs is planning a major reconstruction of West Broadway.

The City of Omaha is working on bridge and infrastructure needs, including 42nd Street (2014) and Q Street from 26th to 27th Streets (2015). 156th Street near Blondo will be a large project with construction for Phase 1 underway and Phase 2 scheduled for 2016. Omaha will also be implementing the **Traffic Signal Master Plan** with the Traffic Control Center and multiple Signal Network projects that will update and enhance signal coordination in the MAPA region.

In Sarpy County, Bellevue is scheduled to begin work on 36th Street from Highway 370 to Sheridan Road (Phase 1) in 2016. Sarpy County will begin construction on 132nd and Giles Road in 2014. These and other projects listed in the MAPA TIP will improve the transportation system and help to realize MAPA's regional goals in the 2035 LRTP.

Project delivery of federal-aid projects in Nebraska has been a challenge in recent years. MAPA continues to coordinate with local, state and federal partners to proactively track project progress and identify opportunities to improve project delivery.

The **Heartland-Connections Regional Transit Vision** conducted a Comprehensive Operations Analysis (COA) with service recommendations for Metro transit. Metro is moving forward service changes during FY-2015, pending Title VI analysis and public input. By streamlining routes, removing under-performing routes, and increasing frequencies, Metro will improve efficiency and convenience and increase ridership. Another major transit project is the **Central Omaha Alternatives Analysis (AA)**. A locally-preferred alternative of a dual technology Bus Rapid Transit (BRT) and Streetcar / Urban Circulator was selected through the AA process. The LPA will now move into Phase 2 of study, including the federal environmental (NEPA) process. MAPA has been working closely with Metro and the City of Omaha on this key project.

MAPA's **Coordinated Transit Committee (CTC)** has developed an updated Coordinated Transit Plan.

Working with the CTC stakeholders, MAPA is utilizing an FTA Veteran's Grant (VTCLI) to develop a one-call center for human services in the metro area. Recently, Nebraska-HHS entered a new contract to utilize a brokerage service for Medicaid-funded trips, which dovetails with MAPA's mobility coordination work.

The **Heartland-Connections Regional Bicycle-Pedestrian Plan** is implementing a goal identified in the 2035 LRTP. Namely, to identify multi-modal corridors in which projects will be designed in accordance with Complete Streets principles and considerations. Although the metro area boasts a number of trails and bicycle-pedestrian infrastructure, the Regional Plan will move the system forward by planning a regional network that allows for more convenient travel by bicycle and pedestrian modes. MAPA will also continue to work on the Bicycle Safety Education project.

MAPA provides **accurate and comprehensive data** to the local, state and federal partners as well as the public. MAPA will continue this work in FY-15 through utilizing the significant new data being provided through Heartland 2050, MTIS, and other major projects. MAPA also plans a website upgrade, convening the Data Resources Committee, and providing contracts to local jurisdictions to continue to develop up-to-date GIS mapping data.

MAPA will coordinate with the States, federal agencies and local stakeholders on the development of **performance measures** for the MAPA region. This important component of MAP-21 will be a major focus for the MPO going forward.

Over the past year, MAPA has developed a structure for a number of **subcommittees** and **working groups**, as illustrated in the MAPA Committee Structure diagram above. Some of these working groups have already been convened, while others are in the development phase. The modeling, freight, congestion management, multi-modal, safety, and data resources working groups, as well as the Citizen's Advisory Committee (CAC), will add a valuable source of regular input in the regional planning process. This approach is designed to provide a forum for regional collaboration on transportation issues and projects in the MAPA region.

Work Program Framework

MAPA's Unified Planning Work Program (UPWP) is developed in accordance with the metropolitan planning provisions described in the 23 CFR, Part 450 and 49 CFR, Part 613. The UPWP is created in cooperation with state and federal agencies that are financial sponsors, and it is intended as a management tool for participating agencies.

During the development of the Work Program, a priority setting process was used to identify programs and projects that should be included. 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.

In accord with the spirit of federal transportation legislation, MAPA conducts a continuing, coordinated and comprehensive planning process for the MAPA region. This process is intended to meet the transportation needs of the residents of the region to the extent possible with available resources.

The transportation planning process in the Omaha-Council Bluffs takes into account all modes of transportation – road and highway, transit, air, rail, water, as well as active modes of transportation such as walking and bicycling. 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.

MAPA's responsibilities include the Long Range Transportation Plan, Transportation Improvement Program, as well as the UPWP. As a TMA with a population greater than 200,000, MAPA is charged with conducting a Congestion Management Process (CMP). Other planning products include the Coordinated Public Transit and Human Services Plan and the Public Participation Plan. MAPA is compliant with Civil Rights Legislation and maintains a Title VI Plan and Disadvantaged Business Enterprise (DBE) Program.

This program will also contain activities to assist in the implementation of provisions contained in surface transportation legislation. The following planning factors identified in the current federal authorizing legislation, Moving Ahead for Progress in the 21st Century (MAP-21), 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.
2. Increase the safety of the transportation system for motorized and nonmotorized users. This factor is explicitly considered in work activities.
3. Increase the security of the transportation for motorized and non-motorized users. This factor is explicitly considered in work activities.
4. Increase the accessibility and mobility options available to people and for freight. This factor is explicitly considered in work activities.
5. Protect and enhance the environment, promote energy conservation, and improve quality of life. This factor is explicitly considered in work activities.
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.
7. Promote efficient system management and operation. This factor is explicitly considered in work activities.
8. Emphasize the preservation of the existing transportation system. This factor is explicitly considered in work activities.

In addition, the transportation planning program is formulated to especially support the goals and objectives specific to the MAPA region as identified in LRTP 2035, namely:

1. Maximize access and mobility;
2. Increase safety and security;
3. Consider the environment and urban form;
4. Keep costs reasonable and sustainable.

The MAPA UPWP budget includes in-kind match toward FHWA PL funds. This refers to a variety of locally-funded planning activities that contribute to the regional transportation planning process and are eligible to count as local match toward PL funding. In order to provide this match, subrecipients of PL funds contribute 30% match. The additional match, or “over-match,” is then applied toward PL funds for MAPA activities.

Subrecipient	Federal Funding	Required 20% Match	30% Match	Soft Match Accrued
Douglas Co. GIS	\$ 130,000	\$ 32,500	\$ 55,714	\$ 23,214
Omaha Traffic Count	\$ 63,000	\$ 15,750	\$ 27,000	\$ 11,250
Omaha Planning	\$ 113,600	\$ 28,400	\$ 48,686	\$ 20,286
Sarpy Co. Planning	\$ 40,500	\$ 10,125	\$ 17,357	\$ 7,232
Sarpy Co. GIS	\$ 49,500	\$ 12,375	\$ 21,214	\$ 8,839
Pott. Co. GIS	\$ 28,360	\$ 7,090	\$ 12,154	\$ 5,064
Metro Transit	\$ 100,000	\$ 25,000	\$ 42,857	\$ 17,857
Total	\$ 524,960	\$ 131,240	\$ 224,983	\$ 93,743

The Budget Table (Appendix One) shows the application of these local “Non-MAPA” matching funds toward MAPA activities in the top portion of the table. Note that the local match for the above subrecipients in Appendix One only lists the required 20% match because the table represents expenses, or the “application” of funds, and would otherwise be double-counting the match.

Changes to the Approved Work Program

All work program changes require prior written Federal approval, unless waived by the awarding agency. The following table denotes the approving agency for various changes to work programs.

Revision Type	Approving Agency
Request for additional Federal funding [49 CFR 18.30(c)(1)(i) and FTA Circular 5010.0C, I.6.e(1)].	FHWA/FTA
Transfer of funds between categories, projects, functions, or activities which exceed 10 percent of the total work program budget when the Federal award share of the total work program budget exceeds \$100,000 [49 CFR 18.30(c)(1)(ii)].	FHWA/FTA
Revision of the scope or objectives of the activities (i.e. adding or deleting of activities or major change in scope of activity) [49 CFR 18.30(d)(1)].	FHWA/FTA
Transferring substantive programmatic work to a third party (i.e. consultant) [49 CFR 18.30(d)(4)].	FHWA/FTA
Capital expenditures including the purchasing of equipment [OMB Circular A-87].	FHWA/FTA
Transfer of funds between categories, projects, functions, or activities which do not exceed 10 percent of the total work program budget or when the Federal award share of the total work program budget exceeds \$100,000 [49 CFR 18.30(c)(1)(ii)].	State
Transfer of funds allotted for training allowances [49 CFR 18.30(c)(1)(iii)].	State
Extending the period of performance past the approved work program period [49 CFR 18.30(d)(2)].	MAPA
Changes in key persons in cases where specified in an application or a grant award (i.e. change in lead consultant for a project) [49 CFR 18.30(d)(3)].	MAPA

Revisions and Approvals Procedures

Revisions where **FHWA/FTA** is the designated approving agency shall require written approval by FHWA/FTA prior to commencement of activity, purchasing of equipment, or request for reimbursement. Requests from MAPA will be submitted in writing to the appropriate State personnel, and then forwarded to FHWA and FTA for approval. Notification by the approving agency will be in writing in reverse order.

Revisions where the **State (NDOR or Iowa DOT Office of Systems Planning)** is the designated approving agency shall require written approval by the State prior to commencement of activity, purchasing of equipment, or request for reimbursement. Requests from MAPA will be submitted in writing to the appropriate State personnel, and then forwarded to FHWA and FTA for approval. Notification by the approving agency will be in writing in reverse order.

Revisions where **MAPA** is the approving agency shall be approved by the Board of Directors. Hard copy updates to the work program shall be provided to the appropriate State and Federal representatives.

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FY-2015 Work Program Activities

The following pages detail the work activities that MAPA and contract subrecipients will undertake in 2015. These activities are divided into Forums (140-190), Transportation Planning (410-470) and Public Involvement / Information (410-440).

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.

Previous Work

- Eleven Transportation Technical Advisory Committee (TTAC) meetings were held.
- Two NDOR statewide MPO meetings were held.
- Quarterly Iowa DOT MPO and RPA meetings were held.

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 typically meets on a monthly basis to approve action items and discuss issues in the MAPA region in order to forward recommendations to the MAPA Board of Directors.

2. Nebraska Department of Roads (NDOR) Statewide MPO Meeting

The MPOs in Nebraska meet to discuss transportation issues related to MPOs and coordination with the State of Nebraska in carrying out MPO activities. Meetings are held two times per year.

3. Iowa Department of Transportation (Iowa DOT) MPO and RPA Meeting

The MPOs and RPAs in Iowa meet to discuss transportation issues related to MPOs and RPAs and to coordinate with the State of Iowa in carrying out MPO and RPA activities. Meetings are anticipated to be held on a quarterly basis.

140 End Products		Schedule
141	Transportation Technical Advisory	Monthly
142	Nebraska Department of Roads (NDOR) Statewide MPO Meeting	Twice / year
143	Iowa Department of Transportation (Iowa DOT) MPO and RPA Meeting	Quarterly

140 Budget

	Federal	Local	Total	Hours
MAPA Activities	\$30,920	\$7,730	\$38,650	640

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.

Previous Work

- Reviewed grants for comment by the committee and forwarded to the MAPA Board of Directors as received.

Work Activities

1. Project Review Committee

Maintain a Project Review Committee for the purpose of intergovernmental review and coordination in accordance with Executive Order 12372.

150 End Products		Schedule
151	Project Review Committee – Meet and review grants	Ongoing

150 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$1,200	\$300	\$1,500	30

Data and GIS Forums (160)

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

Previous Work

- Met with the MAPA Data Resources four times.

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. The committee will also coordinate the process and methods of gathering data and GIS information throughout the region. The committee is scheduled meets four to six times per year.

160 End Products		Schedule
161	Data Resources Committee	Ongoing

160 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$1,200	\$300	\$1,500	30

Technical and Policy Education (170)

Objective To provide ongoing technical and policy education for planning and research activities.

Previous work

- Participated in various educational training activities.

Work Activity

1. Technical and Policy Education

Attend various ongoing education activities devoted to planning and research-related policy and technical information. Activities include participation and travel to events sponsored by National Association of Regional Councils (NARC), National Association of Development Organizations (NADO), Nebraska Regional Officials Council (NROC), Iowa Association of Regional Councils (IARC), Transportation Research Board (TRB), American Society of Civil Engineers (ASCE), Locate, and other training and educational events for transportation planning.

170 End Products		Schedule
171	Technical and Policy Education	Ongoing

170 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$10,000	\$2,500	\$12,500	210

Public Events and Workshops (180)

Objective To provide and support public forums and workshops that identify and discuss timely topics or special subjects of regional significance.

Previous Work

- Hosted the 2013 Heartland Active Transportation Summit
- Hosted Heartland 2050 public workshops
- Hosted the FHWA Integrating Planning for Operations workshop
- Coordinated with other planning-related events.

Work Activities

1. Provide Technical Support

Provide technical staff support to sponsor, co-sponsor, or develop public forums and workshops, including the 2014 Heartland Active Transportation Summit and a regional symposium with Bruce Katz.

2. Provide Clerical Support

Provide clerical staff support to sponsor, co-sponsor, or develop public forums and workshops.

180 End Products		Schedule
181	Provide Technical Support	Ongoing
182	Provide Clerical Support	Ongoing

180 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$14,830	\$3,708	\$18,538	310

MAPA Policy and Administrative Forums (190)

Objective To maintain and coordinate policy and administrative forums. Work includes but is not limited to creating agendas, supporting materials, conduct meetings and communications with committee members.

Previous Work

- Monthly Finance Committee meetings
- Monthly Board of Directors meetings
- Three Council of Officials meetings, including Annual Meeting

Work Activities

1. Council of Officials Administration
2. Board of Directors Administration
3. Finance Committee Administration

190 End Products		Schedule
191	Council of Officials Administration	Ongoing
192	Board of Directors Administration	Ongoing
193	Finance Committee Administration	Ongoing

190 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$79,765	\$19,941	\$99,706	1,660

Short Range Planning (410)

Objective To develop and refine the short range transportation planning process; collect and maintain data (land use, population, employment, housing, traffic, etc.) to analyze trends and growth patterns; utilize and coordinate Geographic Information Systems (GIS) and aerial photography activities; develop and maintain the Transportation Improvement Program (TIP); assist local jurisdictions in the programming, funding and delivery of transportation improvements; and develop and maintain performance measures to track progress toward regional goals.

Previous Work

- Completed the FY 2014 TIP and processed TIP amendments.
- Administered Project Selection Sub-committee (ProSe-Com) for STP- and TAP-funded projects.
- Trained personnel in the Nebraska local public agency/responsible charge (LPA/RC) training.
- Completed the External Travel Survey.
- Provided transportation technical assistance to MAPA member counties and cities.
- Developed GIS data and coordinated with regional partners.
- Administered the multi-county Nebraska-Iowa Regional Orthophotography Consortium (NI-ROC).
- Developed Performance Measures report.
- Reviewed and implemented MAP-21 legislation and guidance.

MAPA Work Activities

1. Transportation Improvement Program (TIP) Development and Administration

Update the Transportation Improvement Program (TIP) to provide a program of transportation projects scheduled for implementation during fiscal years 2016 to 2021. The Project Selection Sub-committee ("ProSe-Com") will be convened to review and recommend Federal-aid projects based on project selection criteria that link the TIP to the MAPA Long Range Transportation Plan goals.

The TIP will include at least four fiscally-constrained years of programming and a prioritized listing of projects with a financial plan that will lead to project implementation. A progress report on the implementation of projects programmed for the most recent fiscal year will be also included. The updated TIP will be approved in June 2015 and ready for implementation October 1, 2015.

2. Transportation Funding Analysis

Identify funds available to the metropolitan Omaha area from federal and state transportation legislation. Identify and assess innovative financing techniques to fund projects and programs. Provide data and information to officials on the status of transportation funding in the MPO. Funding analysis will be accomplished in conjunction with Iowa DOT and Nebraska DOR release of funding targets. Conduct analysis and study of costs and benefits of short-range and long-range needs in conjunction with local and state partners and in collaboration with the Long Range Transportation Plan.

3. Local/State Project Assistance

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, including 84th Street Corridor Signal Study. Provide LPA assistance to local jurisdictions as requested. Serve as the Responsible Charge (RC) for projects that are using federal funds in Nebraska. Attend Nebraska Environmental Assessment (EA) meetings to track progress of local project through the NEPA process. Assist jurisdictions with grant writing and administration for transportation activities on projects, including US-DOT, Iowa DOT and other grant opportunities.

4. Traffic Data Collection and Analysis

Collect, purchase and monitor 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. Develop factors to adjust traffic count data for seasonal and daily variation. Obtain data to review parameters for trip generation data, trip length, vehicle occupancy for the regional travel model. Review and procure traffic counting and monitoring equipment as needed. Review pavement, traffic counts and other roadway characteristics for NDOR's Highway Performance Monitoring System (HPMS) report. Review External Travel Survey data on external traffic patterns and characteristics. Continue analysis of the 2009 National Household Travel Survey (NHTS) survey data and External Travel Survey for the metro area. Begin work on 2014 Traffic Flow Map, Traffic Growth Report and Top Intersections and Interchanges Reports.

5. Growth Monitoring and Data Analysis

Utilizing Census and other data provide assistance to jurisdictions, businesses, individuals, and organizations with projects involving census data. Purchase necessary data and conduct regional or local studies for growth monitoring and analysis. Maintain the MAPA land use file based on the monitoring of land use change through secondary sources. Maintain the MAPA employment file as an integrated computerized source describing the employers of the region, their number of employees, industrial classification and location. 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/or school enrollment.

6. MAPA GIS Activities

Maintain and update integrated geographic data base system and develop other computerized tools to assist in the analysis and manipulation of data. Create maps, graphs and analysis as requested for jurisdictions and general public. Coordinate GIS activities in the MAPA region. This will include providing assistance to local jurisdictions in developing their GIS system. Participate in Douglas County GIS Advisory Committee and State of Nebraska GIS Council. Purchase new server hardware and accompanying software to support GIS activities.

7. Metro Area Aerial Photography

Participate in the Nebraska-Iowa Regional Orthophotography Consortium (NI-ROC) to provide digital orthophotos and oblique imagery for the communities of the metro area. Review aerial photography and administer contracts with the consultant for the development of aerial photos and oblique imagery. The consultant will provide software training to participating jurisdictions. Software licenses are part of the agreement and continue for three years after delivery of photos. Prepare for next round of NI-ROC imagery and evaluate other aerial photography on an ongoing basis.

8. Performance Measures

MAPA will coordinate with State and Federal agencies to develop a set of performance measurements that will be included in the Long Range Transportation Plan and the Transportation Improvement Program. Conduct studies and analysis of transportation data to develop and assess performance measures. Purchase data to support performance measurement analysis and implementation.

9. Public Health Impacts / HIA

MAPA will evaluate the relationship between transportation and impacts on public health. MAPA will participate in Health Impact Assessments (HIA) led by Douglas County Health Department.

Subrecipient Work Activities

10. Douglas County GIS Activities

Douglas County will manage and maintain transportation-related assets through the Cityworks GIS-based program. These assets include streets, construction projects, curb ramps, bridges, maintenance areas, sidewalks, sewers, snow removal routes, pavement markings, parking meters, signs, traffic signals, street parking, alleys, and unimproved roads. Douglas County will create, maintain and manage transportation-related GIS data. Douglas County will design, develop, implement, and maintains various GIS web and mobile applications in support of transportation-related activities with Omaha and Douglas County. Funding will support the purchase of computer hardware, software and staff time toward the aforementioned activities (see budget info on following page for breakout of hardware and software costs).

11. Omaha Public Works Traffic Counting

The City of Omaha Public Works Department will conduct traffic counting based on a three-year cycle following the industry standard accepted practices. The goal is to systematically collect traffic volume data and turning movements for over 1,130 intersections every three years on average. These counts will continue to be coordinated with the Metro Area Planning Agency (MAPA) as well as the Nebraska Department of Roads. These counts will support various tasks, including long-range transportation planning, crash analysis, signal timing, project-level analysis, and continued traffic data monitoring in the MAPA region. Funding will support staff time for traffic counting and analysis.

12. Omaha Planning Activities

The City of Omaha Planning Department will develop and refine the transportation planning process. Work activities include the Central Omaha Alternatives Analysis Phase II (NEPA), Harney Street Feasibility Study, South 24th Street Road Diet, Westbrook and McMillan Safe Routes to School projects, Bicycle Safety Education Enhancement project, North Downtown Riverfront Pedestrian Bridge, Downtown Parking Management Plan Update. Other activities include coordination with MAPA and other regional planning activities. Funding will support staff time for the aforementioned activities.

13. Sarpy County Planning Activities

Sarpy County Planning will conduct Development Review, Comprehensive Plan and Development Regulations Update in coordination with the regional transportation planning process. Funding will support staff time for the aforementioned activities.

14. Sarpy County GIS Activities

Sarpy County will conduct its GIS program, which includes creating, maintaining and managing ongoing geospatial data. Sarpy County will accurately develop and maintain the datasets and tools that support transportation planning, modeling, analysis, and forecasting. Datasets include street centerlines, bridges railways, trails, traffic counts, parcels and land use data, environmental and physical features, among others. Funding will support staff time for the aforementioned activities.

15. Pottawattamie County GIS Activities

Pottawattamie County will conduct its GIS program, which includes creating, maintaining and managing ongoing geospatial data. Pottawattamie County will accurately develop and maintain the datasets and tools that support transportation planning, modeling, analysis, and forecasting. Datasets include street centerlines, right-of-way, land records (lots, parcels, subdivisions, etc.), section corners, zoning, annexations, and other data. Funding will support staff time for the aforementioned activities.

Vendor Work Activities

16. Plans and Studies

MAPA and regional stakeholders will conduct regional, subregional and local planning studies and activities to support the transportation planning process. These funds often evaluate localized or corridor-based transportation issues and done in partnership with the local jurisdictions.

410 End Products for Work Activities		Schedule
411	FY 2015-20 TIP	Spring 2015
411	Project Selection criteria	Fall and Winter 2014-15
412	Funding data and analysis	Ongoing
413	Technical and administrative support for Local Project Assistance (LPA) and Responsible Charge Duties	Ongoing
414	2014 Traffic Flow map and associated report preparation	Winter - Spring 2015
415	Updated land use, employment, economic, population and housing data	Ongoing
415	Census data and growth analysis	Ongoing
416	Map production and data analysis	Ongoing
417	NIROC aerial photography delivery and administration	Ongoing
418	Performance measure coordination and development	Ongoing
419	DCHD Health Impact Analysis	2014-2015
41010-41015	Local planning and GIS activities	Ongoing

MAPA Equipment Purchase (410-06)

	<u>Federal</u>	<u>Local</u>	<u>Total</u>
Server Hardware and Software	\$ 7,999	\$2,000	\$9,999

Douglas County GIS Computer Hardware / Software Equipment Purchase (410-10)

<i>Computer hardware</i>	<u>Federal</u>	<u>Local 20%</u>	<u>Over-match</u>	<u>Total</u>
Server infrastructure	\$8,400	\$2,100	\$1,500	\$12,000
Desktops & mobiles	\$1,500	\$375	\$ 268	\$ 2,143
<i>Computer software</i>	<u>Federal</u>	<u>Local 20%</u>	<u>Over-match</u>	<u>Total</u>
GIS Server software	\$9,000	\$2,250	\$1,607	\$12,857
GIS Desktop software	\$5,125	\$1,281	\$ 915	\$ 7,321
Equipment Total	\$24,025	\$6,006	\$4,290	\$34,321

410 Budget

	<u>Federal</u>	<u>Local 20%</u>	<u>Over-match</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$187,193	\$46,798	-	\$233,991	3,890
Contracts – Vendors					
Plans & Studies (PL)	\$35,040	\$ 8,760	-	\$ 43,800	350
Contracts – Subrecipients					
Douglas Co. GIS	\$130,000	\$32,500	\$23,214	\$185,714	2,167
Omaha Traffic Count	\$ 63,000	\$15,750	\$11,250	\$ 90,000	2,625
Omaha Planning	\$113,600	\$28,400	\$20,286	\$162,286	2,367
Sarpy Co Planning	\$ 40,500	\$10,125	\$ 7,232	\$ 64,286	1,346
Sarpy Co GIS	\$ 49,500	\$12,375	\$ 8,839	\$ 64,286	1,645
Pott Co GIS	\$ 28,360	\$7,090	\$ 5,064	\$ 40,514	1,157
	\$424,960	\$106,240	\$75,886	\$607,086	11,307
410 Total	\$647,193	\$161,798	\$75,886	\$884,877	-
410 Budget Total*	\$647,193	\$161,798	-	\$808,991	15,547

* - Budget total does not include over-match. This number reflects Appendix I Budget Table.

Long Range Planning (420)

Objective To develop and refine the medium and long range transportation planning process; develop medium and long range growth forecasts and traffic simulations or forecasts at a regional and/or subregional level; develop, implement and maintain the regional Long Range Transportation Plan and local planning studies; and support the development of Complete Streets and active transportation as recommended by the LRTP.

Previous Work

- Developed 2040 and intermediate travel demand model forecasts.
- Continued model revisions recommended in the 2010 TMIP peer review
- Developed long range and intermediate allocations of population and employment through MAPA Land Use Allocation Model
- Began work on Platteview Road Corridor Study.
- Conducted Metro area Travel Improvement Study.
- Completed External Travel Survey.
- Began work on Heartland Connections Regional Bike-Ped Plan.
- Continued work on Metro Bike Safety Education project.
- Initiated multi-modal subcommittee.
- Participated in Iowa DOT Chicago to Omaha Passenger Rail Study.
- Conducted outreach to freight and private sector representatives.
- Assisted with local planning studies, including providing forecasts and data.
- Began preparation for new Long Range Transportation Plan Began development of new population and employment forecasts.

MAPA Work Activities

1. Long-Range Transportation Plan (LRTP) Development and Administration

The MAPA 2035 LRTP, adopted in March 2011, will be reviewed, implemented and amended as necessary. Amendments may include results of various ongoing studies or local project prioritization. Development of next LRTP update will begin in coordination with other ongoing planning studies. Regional goals in accord with the federal transportation planning provisions will be supported. Conduct marketing and public involvement activities such as the development of brochures, websites, info-graphics and surveys to gather public input, engage the citizenry and inform the public of the LRTP process. Purchase interactive tools for engaging the public.

2. Long-Range Planning Activities

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 long-range corridor, location, sub-area, feasibility and other project level studies. Coordinate with NDOR and other stakeholders on the Metro area Travel Improvement Study (MTIS). Continue planning for regionally significant transportation infrastructure. Administer and assist with Platteview Road Corridor Study. Participate in transportation-related activities as part of the Department of Defense Joint Land Use Study (JLUS) for Offutt Air Force Base. Incorporate Heartland 2050 regional preferred growth scenario and goals into regional transportation planning process.

3. Travel Modeling and Forecasting

The regional travel model has been updated and revised in accordance with the model peer review which was conducted in November 2010. MAPA will conduct regional and sub-regional travel demand model runs and analyze output to provide data for local and state planning. MAPA staff will convene the Travel Model Advisory Committee to evaluate and refine the regional model. MAPA

will analyze the land use forecasts for modeling along the Central Omaha Alternatives Analysis Phase II. Participate in additional training activities for travel demand modeling. Purchase data to develop and refine the travel demand model.

4. Population and Employment Forecasting

Revise, as necessary, small area forecasts for basic trip generating variables (population, households, income or auto ownership, and employment) to be utilized in the MAPA's Land Use Activity Allocation Model (LUAAM) and travel demand modeling activities. Forecasts are coordinated with local and state partners and the Data Resources Committee. Purchase socio-economic data for forecasting and modeling activities.

5. Land Use Allocation Model

Evaluate and re-calibrate the MAPA Land Use Activity Allocation Model (LUAAM) in coordination with the Heartland 2050 Envision Tomorrow model. Utilize data from the MAPA Heartland 2050 Regional Visioning project, Heartland Connections studies, and other long-range planning activities to update LUAAM and produce transportation forecasts. Review and refine forecasts as necessary. Utilize the model to conduct regional and local workshops and plans. Provide training for stakeholders on the use of Envision Tomorrow.

6. Bicycle-Pedestrian

Participate in bicycle and pedestrian planning activities and support the implementation of Complete Streets initiatives included in the Long Range Transportation Plan. Conduct Heartland-Connections Regional Bicycle-Pedestrian Plan. Convene MAPA multi-modal transportation committee and participate in City of Omaha Mayor's Bicycle-Pedestrian Advisory Committee (BPAC) and Sarpy County Balanced Transportation Committee. Serve as Administrator for Metro Bicycle Safety Education Enhancement project.

7. Passenger Rail

Participate in passenger rail planning activities and support the implementation of initiatives included in the Long Range Transportation Plan. Participate in local and state planning work, including the Iowa Passenger Rail Advisory Committee.

8. Freight and Goods Movement / Private Sector

Incorporate freight and goods movement into the regional planning process. Support private sector participation in the transportation planning process by working with local Chambers of Commerce and Economic Development Corporations, freight and representatives from other private transportation industries in reviewing transportation plans and programs. Utilize the Freight Analysis Framework (FAF) and other publicly available data. Purchase data to conduct planning studies, analysis and modeling of freight and goods movement in the region.

9. Heartland 2050 Implementation

Assist local jurisdictions with implementation of the Heartland 2050 regional vision. Activities may include preparing for and hosting visioning workshops and assisting with transportation-related activities to fund and implement projects. Conduct data analysis and research for communities which will be incorporated and utilized in the regional transportation planning process. Conduct marketing and public involvement activities such as the development of brochures, websites, infographics and surveys to gather public input, engage the citizenry and inform the public of the Heartland 2050 transportation-related projects and initiatives.

Vendor Work Activities

10. On Call Modeling Assistance

Consultants will provide travel demand model forecasts as requested by MAPA. The model will be updated and refined following recommendations from the MAPA TMIP Peer Review and ongoing discussions with FHWA Resource Center and TMAC input. Validate and provide documentation for modeling activities. Analyze land use data and forecasts along the Central Omaha Alternatives Analysis Phase II Corridor, among other model-related activities.

420 End Products		Schedule
421	L RTP 2035 maintenance and amendment	Ongoing
421	L RTP 2040 preparation	2014-2015
422	Platteview Road Corridor Study	2014-2015
422	NDOR-MAPA Metro Area Travel Improvement Study	Ongoing
423	Travel Demand Model Refinement	Ongoing
423	External Travel Survey Data Analysis and Incorporation into Model	2013
424	Population and Employment Forecast Refinement	Ongoing
425	Land Use Allocation Model maintenance and refinement	Ongoing
426	Metro Bike Safety Education	2014
426	Regional Bicycle-Pedestrian Plan	2014-2015
427	Passenger Rail Planning	Ongoing
428	Freight and Goods Movement Participation	Ongoing
429	Heartland 2050 Implementation Activities for Transportation	Ongoing
4210	On Call Modeling Assistance	Ongoing

420 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$ 160,845	\$ 40,211	\$ 201,056	3,350
Contracts – Vendors				
Modeling On Call (PL)	\$50,000	\$ 12,500	\$ 62,500	500
Contracts – Subrecipients				
Regional Bike-Ped Plan (STP)	\$ 197,500	\$ 49,375	\$ 246,875	4,110
Bike Safety Education (TAP)	\$ 268,192	\$ 67,048	\$ 335,240	5,590
Platteview Road Study (STP)	\$ 338,811	\$ 84,703	\$ 423,514	7,060
Subtotal	\$ 804,503	\$201,126	\$1,005,629	16,760
420 Total	\$1,015,348	\$253,837	\$1,269,185	20,610

Public Participation (430)

Objective To implement public participation activities in accord with MAPA Public Participation Plan in order to provide early and continuous public involvement in the transportation planning process.

Previous Work

- Updated Public Participation Plan.
- Maintained and implemented Title VI Plan.
- Updated Disadvantaged Business Enterprise (DBE) Program and annual goal.
- Developed Citizens Advisory Committee (CAC)

MAPA Work Activities

1. Public Participation Plan

The MAPA Public Participation Plan will be maintained and implemented. This plan will 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. Public outreach activities will be conducted in compliance with state Open Meetings Acts. and Title VI and Environmental Justice activities will be incorporated into the MAPA public participation process.

2. Short-Range Planning Public Involvement

Conduct public involvement efforts for MAPA TIP and TIP Amendments as well as local and state projects. These activities include issuing press releases and public notices, speaking to media, utilizing website and social media techniques, and reaching out to low-income, minority and other traditionally underserved populations in accord with MAPA Title VI and Public Participation Plans.

3. Long-Range Planning Public Involvement

Conduct public involvement efforts for MAPA's long-range planning activities and LRTP Amendments. These activities include responding to public inquiries and communicating with transportation-related public groups. Public outreach efforts include issuing press releases and public notices, speaking to media, utilizing website and social media techniques, and reaching out to low-income, minority and other traditionally underserved populations in accord with MAPA Title VI and Public Participation Plans.

4. Civil Rights / Title VI

Implement the MAPA Title VI Plan developed in FY 2012 and modify as needed. Implementation of the Plan will begin across all MAPA programs. Communicate civil rights activities to FHWA and/or FTA. Review MAPA Disadvantaged Business Enterprise (DBE) program and develop DBE annual goal. Participate in regional equity forums to ensure that transportation is incorporated into broader planning and equity initiatives.

5. Citizens Advisory Committee

Convene Citizens Advisory Committee (CAC) to review and provide input to the Long Range Transportation Plan, Transportation Improvement Program and other planning efforts. CAC may provide recommendations to TTAC regarding transportation goals and priorities in the region.

430 End Products		Schedule
431	Public Participation Plan maintenance and revision	2014-2015
432	Short-Range Public Involvement Activities	Ongoing
433	Long-Range Public Involvement Activities	Ongoing
434	Civil Rights / Title VI Plan maintenance and activities	Ongoing
434	FY-2015 DBE Goal development and monitoring	2014
435	Convene Citizens Advisory Committee	Ongoing

430 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$34,260	\$8,565	\$42,825	710

Transit and Human Service Transportation (440)

Objective To coordinate transit planning activities in the MAPA region.

Previous Work

- Completed the Heartland Connections Regional Transit Vision study.
- Worked with key stakeholders for development of one-call center.
- Convened Coordinated Transit Committee.
- Updated Coordinated Transit (CPTHST) Plan.
- Received and recommended projects for 5310 funding.
- Participated in Central Omaha Alternatives Analysis.
- Performed ongoing transit planning activities.

MAPA Work Activities

1. Transit Planning Activities

Coordinate short-range and long-range transportation planning strategies with Metro, including refinement of transit service development and performance standards and criteria. Work activities include: route performance checks; operation activity performance; public information tools; special service opportunities, statistical reports. Implement and maintain the Heartland Connections Regional Transit Vision which includes the Comprehensive Operations Analysis (COA) and the long-term vision around transit-friendly corridors. MAPA, Metro and other stakeholders will evaluate opportunities to expand and enhance public transit service in the greater Omaha metro area and evaluate funding, statutory requirements, and coordination among agencies. Conduct surveys to gather transit ridership and travel behavior data. Purchase data or passenger counters to conduct public transit planning.

2. Coordinated Transit Committee

Work with the Coordinated Transit Committee (CTC) to coordinate transportation opportunities for the elderly, disabled and economically disadvantaged, including para-transit and human service transit. CTC will discuss and review any eligible New Freedom programs. Maintain and update the annual update to the Coordinated Public Transit Human Service Transportation Plan (CPTHSTP). Coordinate with SWIPCO/SWITA development of the Iowa Passenger Transportation Development Plan (PTDP).

3. 5310 – JARC Administration

Perform administration and planning activities as FTA Designated Recipient for Sec. 5310 funding. This includes soliciting applications for the program, reviewing and prioritizing the applications, selecting projects to be funded, submitting grant applications and monitoring projects. Include Job Access Reverse Commute-related (JARC) projects under Sec. 5307 in the planning process.

4. Mobility 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, disabled and economically disadvantaged. Develop the one call, one-click center for the coordination of mobility services as part of the FTA Veteran's Grant, in collaboration with local and state agencies.

5. Central Omaha Transit Corridor

Participate with Metro and the City of Omaha on the Central Omaha Transit project. Evaluate the

Central Omaha Alternatives Analysis Locally Preferred Alternative, including Phase 2 environmental (NEPA) activities. Provide data, assist with funding identification and participate in project meetings. This transit project will be coordinated with MAPA's Regional Transit Vision and Heartland 2050 initiatives.

Subrecipient Work Activities

6. Metro Transit Planning Activities

Metro will conduct various planning activities to support the regional transit system. Activities include implementing of the Heartland Connections - Regional Transit Vision recommendations, coordinating transit into Heartland 2050, conducting the Central Omaha Alternatives Analysis Phase II and conducting other regional transportation planning.

End Products		Schedule
441	Regional Transit Vision Implementation	2014-2015
441	Transit Service Evaluation	Ongoing
442	Coordinated Transportation Plan Committee	Ongoing
443	JARC, New Freedom, 5310 Administration	Ongoing
444	FTA VTCLI Grant Mobility Coordination Activities	Ongoing
445	Central Omaha Alternative Analysis	2014-2015
446	Metro Transit Planning Activities	Ongoing

440 Budget

	<u>Federal</u>	<u>Local 20%</u>	<u>Over-match</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$ 188,590	\$ 47,148	-	\$ 235,738	3,930
Contracts – Vendors					
Veteran's One Call Center	\$ 300,000	\$ 75,000	-	\$ 375,000	3,000
Contracts – Subrecipients					
Metro Planning Activities	\$ 100,000	\$ 25,000	\$17,857	\$ 142,857	2,500
JARC / New Freedom Grants	\$ 195,675	\$ 48,919	-	\$ 244,594	4,080
5310 Grants	\$ 500,000	\$125,000	-	\$ 625,000	10,420
Subtotal	\$ 795,675	\$198,919	\$ 17,857	\$ 1,012,451	17,000
440 Total	\$1,284,265	\$321,066	\$17,857	\$1,623,189	-
440 Budget Total*	\$1,284,265	\$321,066	-	\$1,605,331	23,930

* - Budget total does not include over-match. This number reflects Appendix I Budget Table.

Air Quality / Environmental (450)

Objective To improve air quality and take proactive measures to reduce environmental impacts and improve energy conservation as related to transportation.

Previous Work

- Conducted 2013 Little Steps, Big Impact ozone reduction campaign with reduced Metro bus fares.
- Douglas County on air quality monitoring activities.
- Continued to operate and market Metro Rideshare carpool website.
- Participated in Clean Cities and CNG-related initiatives.

MAPA Work Activities

1. Metro Rideshare Carpool Program

Continue the operation and marketing of the web-based regional ride sharing program (Metro Rideshare) that is available to employers and citizens in the metro area.

2. Air Quality Activities

Evaluate and analyze monitored air pollution data (carbon monoxide, ozone, particulates, and lead) to meet air quality requirements. Work with Federal, State and local public and private agencies to address the potential for ozone non-attainment status. Coordinate with Live Well Omaha to conduct the Commuter Challenge to encourage alternative transportation during the ozone season with Metro transit, Live Well Omaha and other stakeholders. Utilize Congestion Mitigation and Air Quality (CMAQ) and other funds to conduct air quality program, including public survey, marketing efforts, reduced bus fares on ozone action days, and other activities. Work on efforts to maintain compliance with National Ambient Air Quality Standards (NAAQS) in coordination with City of Omaha Public Works, Douglas County Health Department and other air quality stakeholders. Purchase data to support air quality planning and modeling activities.

3. Environment / Energy

Evaluate transportation measures to ensure that they include energy efficient alternatives and determine the air quality benefits and impacts. Assist with local energy plans and develop regional strategies and planning efforts to address transportation impacts on energy and the environment.. Conduct outreach to resource agencies such as federal, state, local and tribal agencies responsible for land use management, natural resources, environmental protection, conservation, historical preservation and environmental justice, to ensure that environmental mitigation activities are included in the transportation planning process in the metro area. Participate in the initiatives such as Clean Cities and Compressed Natural Gas-related (CNG/LNG) efforts.

Vendor Work Activities

4. Ozone Reduction Campaign

As part of the overall Little Steps Big Impact ozone reduction campaign, Live Well Omaha will conduct the Commuter Challenge to increase alternative modes of transportation during the ozone season. Project goals include reducing the single occupancy vehicle trips and increasing ridership by bicycle, pedestrian, transit and carpool modes. Funding will support staff time for the aforementioned activities.

5. Rideshare Software

MAPA will utilize funds toward the maintenance and development of the website and software to administer the Metro Rideshare carpool program (metrorideshare.org). Purchase, maintain and

develop Metro Rideshare website.

450 End Products		Schedule
451	Metro Rideshare Website Administration	Ongoing
452	Little Steps, Big Impact Ozone Reduction Campaign (CMAQ)	2014-2015
452	Air Quality Monitoring	2013-2014
453	Monitor and promote energy and environmental planning	Ongoing
454	Commuter Challenge	2014-2015

450 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$ 63,820	\$ 15,955	\$ 79,755	1,330
Contracts – Vendors				
Ozone Reduction Campaign	\$ 145,000	\$ 36,250	\$ 181,250	1,450
Contracts				
Ozone Reduction Campaign	\$ 117,370	\$ 29,343	\$ 146,713	2,450
450 Total	\$ 326,190	\$ 81,548	\$ 407,738	5,230

460 – Iowa Regional Planning Affiliation (RPA-18)

These planning activities are described separately in the RPA-18 Transportation Planning Work Program (TPWP).

Congestion Management / Safety and Technology (470)

Objective To monitor traffic congestion levels in the metro area through the Congestion Management Process; to promote a safe and efficient transportation system through the development of management and operations, safety, and technological strategies and solutions.

Previous Work

- Coordinated travel time and delay data collection through the MTIS.
- Participated in Omaha-Council Bluffs Interstate System Traffic Incident Management (TIM) committee.
- Administered Metro Area Motorist Assist (MAMA) Program.
- Completed regional ITS architecture update.
- Completed Regional Systems Engineering document for Adaptive Signal Traffic Controls.
- Reviewed crash data and coordinated with local and state jurisdictions on safety planning.

Work Activities

1. Congestion Management Process

Monitor and refine the Congestion Management Process (CMP) that is contained in the MAPA 2035 LRTP (Section Six). This process will improve the performance of the existing multimodal transportation systems and maximize safety and mobility of people and goods in the region and identify specific measures to relieve recurring and non-recurring vehicle congestion. Utilize data collected from Metro area Travel Improvement Study (MTIS) to analyze and manage congestion. Purchase data to review and assess congestion and incorporate into regional CMP.

2. Incident Management/Metro Area Motorist Assist Program (MAMAP)

Provide support to the Metro Area Traffic Incident Management Group 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 the metropolitan area Traffic Incident Management committees (TIM). Continue to coordinate and provide administrative support to the Metro Area Motorist Assist (MAMA) program that is operated by the Nebraska State Patrol.

3. Regional ITS Architecture

Maintain and update the new Regional ITS Architecture for the metro area as needed. Ensure that proposed ITS projects in the MAPA Transportation Improvement Program are consistent with the MAPA Regional ITS Architecture.

4. Safety / Security Planning Methods

Incorporate transportation safety/security planning into the MPO planning process and the development of the MAPA LRTP, 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. Conduct studies to analyze crash locations and safety planning in the metro area and coordinate with State Strategic Highway Safety Plans (SHSP).

5. Traffic Signals / Technology

Continue to plan and evaluate traffic signal and technology in the metro area. Implement Omaha Traffic Signal Master Plan and Systems Engineering for Adaptive Traffic Signal Control (ATSC). Continue to monitor traffic signal and technology-based solutions and strategies. Conduct local and regional plans

and studies to coordinate signals and associated technology and infrastructure.

Vendor Work Activities

6. Traffic and Bicycle Counting

MAPA, Local jurisdictions and organizations will procure equipment and/or software to conduct traffic and bicycle counts. Purchases will allow for the collection of data consistent with federally recommended traffic counting procedures and will support the regional transportation planning process.

470 End Products		Schedule
471	CMP Data Gathering (MTIS)	Ongoing
472	MAMA Program Administration	Ongoing
472	TIM Committee	Ongoing
473	Regional ITS Architecture Maintenance	Ongoing
474	Safety Planning and Crash Analysis	Ongoing
475	Regional Signal Coordination and Implementation	Ongoing

470 Equipment and Software Purchase (470-06, 470-07)

<u>Equipment/Software</u>	<u>Federal</u>	<u>Local</u>	<u>Total</u>
Traffic and Bicycle Counting	\$ 17,000	\$ 4,250	\$ 21,250
Rideshare Software	\$ 10,000	\$ 2,500	\$ 12,500
Subtotal	\$ 27,000	\$ 6,750	\$ 33,750

470 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$ 38,585	\$ 9,646	\$ 48,231	800
Contracts – Vendors				
Traffic and Bicycle Counting	\$ 17,000	\$ 4,250	\$ 21,250	170
Rideshare Software	\$ 10,000	\$ 2,500	\$ 12,500	100
Subtotal	\$ 27,000	\$ 6,750	\$ 33,750	270
470 Total	\$ 65,585	\$ 16,396	\$ 81,981	1,070

Publications (810)

Objective To publicize MAPA activities and accomplishments to MAPA member jurisdictions, state and local officials and the public.

Previous Work

- Published MAPA Newsletter every two months.
- Published MAPA Annual Report and Directory of Regional Officials.

Work Activities

1. Newsletter
Develop, produce and disseminate at least six issues of "What's Happening for Community Leaders" newsletter. E-newsletters may also be developed.
2. Annual Report and Community Assistance Report
Develop, produce and disseminate the MAPA Annual Report. Prepare and disseminate the Community Assistance Report.
3. Regional Officials Directory
Update and maintain a listing of all elected and appointed public officials for the MAPA region. Publish MAPA Regional Directory in hard copy and electronic formats.
4. Product Development
Develop and distribute information from various regional and local data and research. This will include MAPA reports and summaries related to demographics, employment, land use, housing, traffic, transit, and other program areas. These products may be in hard copy or electronic format and will be made available to MAPA members as well as the public and private sector.

810 End Products		Schedule
811	What's Happening Newsletter	Bi-monthly
812	Annual Report	October 2014
813	Regional Officials Directory	Spring 2015
814	Product Development	Ongoing

810 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$ 47,740	\$11,935	\$ 59,675	990

Public Information and Communications (840)

Objective To provide transportation-related data to public and private sector representatives.

Previous Work

- Provided transportation related information to the public such traffic counts and forecasts, TIP and LRTP.

Work Activities

1. Transportation Information to Public/Private Sector

Provide transportation data to the private sector and the general public as necessary and/or available. This information will include current, intermediate and long range forecasted traffic volumes, current and forecasted socio-economic data, and transportation plan and program information, both long and short range. This will be accomplished in accordance with the MAPA Participation Plan. Transit data and assistance, in coordination with Metro transit, may be provided to public bodies, the private sector and the general public as necessary and available.

2. Libraries

Collect and maintain acquisitions for the agency's professional transportation and data library.

3. Website and Social Media

Maintain the MAPA website and integrate the MAPA public outreach efforts with the various social media outlets. Rebuild the MAPA website to enhance coordination with projects, add functionality and enable easier navigation to regional data, maps, and committee information. Update MAPA social media to communicate pertinent information to the public.

Vendor Work Activities

4. MAPA Website

MAPA will update its website to foster better public participation in the transportation planning process. The revised website will include a new design, convenient navigation to pertinent information, and enhanced capability for data and map presentation.

840 End Products		Schedule
841	Transportation Information to Public/Private Sector	Ongoing
842	Libraries	Ongoing
843	Website and Social Media	Ongoing

840 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$ 22,800	\$ 5,700	\$ 28,500	480
Contracts – Vendors MAPA Website	\$ 25,000	\$ 6,250	\$ 31,250	250
840 Total	\$ 47,800	\$ 11,950	\$ 59,750	730

Transportation Administration (940)

Objective To provide for efficient administration of MAPA's Transportation programs.

Previous Work

- Maintained and updated the FY-2014 Work Program (UPWP).
- Developed contracts for programs, including aforementioned projects and ongoing administrative documents and agreements.
- Developed the FY-2015 UPWP.
- Updated Memorandum of Agreement for Transportation Planning and Programming between MAPA, the States and Metro transit.
- Conducted Federal Certification Review.
- Developed and executed PL Agreements with the States.

Work Activities

1. Program Administration

Provide administrative support for Transportation programs. Oversee transportation and data staff activities.

2. Contracts

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

3. Unified Work Program (UPWP)

Develop the Work Program (UPWP) for Fiscal Year 2015. A draft work program is approved by the MAPA Council of Officials, Board of Directors and the Transportation Technical Advisory Committees in March to be submitted in April for state and federal review. Final approval by MAPA is in May with submittal to state and federal agencies in June.

4. Agreements

Maintain and review the Memorandum of Agreement (MOA) that outlines state, MPO and transit responsibilities. Develop and execute the annual PL Agreement.

5. Certification Review and Process

Conduct the triennial federal Certification Review of MAPA's processes and programs. Review progress and revise activities on an ongoing basis.

940 End Products		Schedule
941	Program Administration	Ongoing
942	Contracts	Ongoing
943	Unified Work Program (UPWP)	Ongoing
944	Agreements	Ongoing
945	Certification Review and Process	Ongoing

940 Budget

	<u>Federal</u>	<u>Local</u>	<u>Total</u>	<u>Hours</u>
MAPA Activities	\$ 41,458	\$ 10,365	\$ 51,823	860

Employee Benefit Administration (970)

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

Previous Work

- Provided support for the MAPA retirement and deferred compensation plans.

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.

970 End Products		Schedule
971	Retirement and Deferred Compensation	Ongoing
972	Group Health and Life Insurance	Ongoing

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.

Previous Work

- Completed the FY 2013 agency audit.
- Developed the FY 2015 cost allocation plan.
- Developed the FY 2015 budget.
- Implemented new accounting software.

Work Activities

1. Fiscal Management

Develop, maintain and monitor fiscal management reports, the agency budget, accounting and bookkeeping system. Continued implementation of a complete accounting software to integrate budget and grant management tools with ongoing general accounting functions.

2. Audit

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

980 End Products		Schedule
981	Fiscal Management	Ongoing
982	Audit	Nov. 2014

General Administration (990)

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

Previous Work

- Participated in various activities with state and national associations.
- Prepared contracts for various program activities.
- Developed FY-2015 Work Program and Budget.
- Continued to review agency computer software and hardware needs.
- Advertised, interviewed and hired for openings.

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, National Associations of Development Organizations, Nebraska Regional Officials Council, Iowa Association of Regional Councils, Nebraska Association of Counties, Iowa State Association of Counties, Iowa League of Municipalities and Nebraska League of Municipalities.

4. Personnel

Develop, implement and maintain the agency's personnel policies and procedures. Prepare advertisements, review applications, conduct interviews and hire personnel.

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, electronic filing, library, telephone, email, scheduling, copying, and processing mail.

8. Computer Support

Provide hardware, software and communications support for computer access.

990 End Products		Schedule
991	Management and Administrative Activities	Ongoing
992	Participate in Related Associations	Ongoing
994	Personnel	Ongoing
995	Contracts	Ongoing
996	Agency Liability Insurance	Ongoing
997	Clerical	Ongoing
998	Computer Support	Ongoing