

BOARD OF COUNTY COMMISSIONERS

SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING INTERLOCAL AGREEMENTS WITH THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY (MAPA) FOR GIS AND PLANNING SERVICES AND AUTHORIZING CHAIRMAN TO SIGN THE SAME

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

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

WHEREAS, Metropolitan Area Planning Agency (MAPA) has funding available to support GIS and Planning services being provided by Sarpy County.

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Sarpy County Board of Commissioners, that the attached Interlocal Agreements between Sarpy County and MAPA are hereby approved and the Board Chairman's signature hereby authorized.

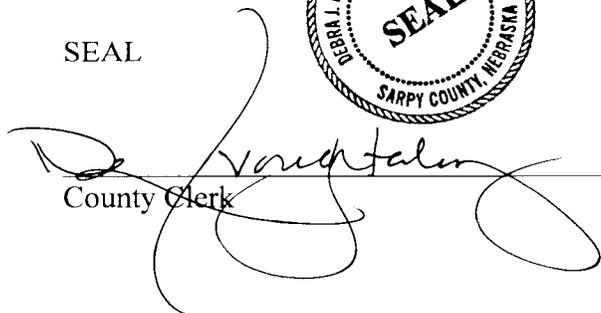
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 2nd day of July, 2013.


Sarpy County Board Chairman

Attest:

SEAL




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



COMMISSIONERS

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

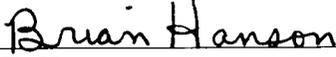
From: Brian Hanson

Re: Interlocal Agreements with MAPA for GIS and Planning Services

At the July 2, 2013 Board meeting, approval of the attached Interlocal Agreements 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 \$62,000 of salary and benefits for work in the GIS department with a match of \$23,250 under the GIS agreement. MAPA will also reimburse Sarpy County for up to \$41,000 of salary and benefits for work in the Planning Department with a match of \$15,375. This agreement is included in the 2014 FY budget.

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

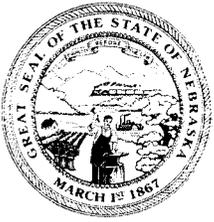
June 26, 2013



Brian E. Hanson

BEH/dp

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



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

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

September 12, 2013

Dear Sir or Madam,

Enclosed is the agreement between the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) and your company in regards to MAPA's FY 2014 Unified Work Program. The previous agreement sent to your company was incorrect. Please destroy all previous paper copies and replace any electronic copies with this correct version. The previous document sent out was due to error on behalf of the NDOR. Thank you for your cooperation with this.

Sincerely,

A handwritten signature in black ink that reads "Jerry Adams".

Jerry Adams
Hwy. Agreements Tech.
Planning and Project Development Division
1500 Highway 2
Lincoln, Nebraska 68502

Enclosure

INTERLOCAL AGREEMENT

MAPA
SARPY COUNTY (GIS)
MAPA FY 2014 UNIFIED WORK PROGRAM
GIS ACTIVITIES
STATE PROJECT NO. PL-1(51)
STATE CONTROL NO. 00896A

THIS AGREEMENT, entered into by the COUNTY of **Sarpy**, hereinafter referred to as the "COUNTY" and the Omaha-Council Bluffs Metropolitan Area Planning Agency, hereinafter referred to as the "MAPA", for the purpose of providing professional services described herein and within the MAPA's FY 2014 Unified Work Program, hereinafter referred to as the "Program". The Nebraska Department of Roads will hereinafter now be referred to as the "STATE". The Federal Highway Administration will hereinafter now be referred to as the "FHWA".

WITNESSETH:

WHEREAS, there are Federal funds (PL Funds) available for use by MAPA in their transportation program planning level activities as described in Agreement VL1301, and

WHEREAS, the MAPA is located at 2222 Cuming Street, Omaha, NE 68102, and

WHEREAS, the COUNTY is located at **1210 Golden Gate Drive, Papillion, NE 68046.**

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

SECTION 1. EMPLOYMENT OF COUNTY

The COUNTY through its Planning Department agrees to undertake certain transportation planning activities identified in the Moving Ahead for Progress in the 21st Century (MAP-21) and incorporated in MAPA's FY 2014 Program. This Agreement shall be subject to all required provisions of the STATE's Grant Agreement Project No. PL-1(51).

SECTION 2. AREA COVERED

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

SECTION 3. SCOPE OF SERVICES

- A. The COUNTY shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2014 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 **410.6.**

410.6. Geographic Information System 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.

B. The COUNTY shall develop technical reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:

1. An abstract or summary,
2. Purpose and scope of work activities and of the document,
3. Description and explanation of the techniques used in the study and the analysis conducted,
4. An explanation of the conclusions and any recommendations, and
5. Relevant supporting data incorporated within the body of the report, included as an appendix, or by reference to another document previously prepared.

C. The aforementioned reports shall be prepared for no less than the work activities specifically cited with SECTION 3. SCOPE OF SERVICES. The remaining work activities within the FY 2014 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the COUNTY.

D. The COUNTY will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of the STATE. MAPA will be provided a copy of data and reports 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 reports will provide, for work element **410.6** 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.

SECTION 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 STATE.

SECTION 5. TIME OF PERFORMANCE

The COUNTY agrees to perform the services of this Agreement as outlined in the FY 2014 Program and stated herein, within the time of this Agreement. The Agreement shall cover work performed during the fiscal year beginning July 1, 2013 and ending June 30, 2014.

SECTION 6. COMPENSATION

The STATE is willing to assist MAPA to the end of obtaining Federal approval and funding of these services and Federal Funds, with the understanding that this project is not a STATE project and that no STATE Funds are to be expended in support of these services. The STATE's role is federal funding eligibility, including providing quality assurance to ensure FHWA on MAPA's behalf that the program is managed according to federal rules and regulations. The STATE will coordinate with MAPA on federal funding issues on behalf of the MAPA.

The COUNTY will be compensated costs incurred and to include direct costs not to exceed in any event **sixty two thousand dollars (\$62,000)** less independent audit and inspection fees, unless acceptable compliance with Office of Management and Budget (OMB) Circular A-133 can be substituted. The COUNTY agrees to contribute in cash or in services a minimum requirement of **twenty three thousand two hundred and fifty dollars (\$23,250)**. Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars.

SECTION 7. ACCOUNTING RECORDS

- A. The COUNTY shall establish and maintain accounts for the project in a manner consistent with OMB Circular A-133 and in accordance with applicable provisions of 23 CFR 172.

- B. Expenditures shall be in conformance with the standards for allow ability of costs set forth in OMB Circular A-87 and the contract cost principles and procedures set forth in 48 CFR Part 1.31.6 of the Federal Acquisition Regulation system.
- C. The COUNTY shall establish and maintain separate accounts for expenditures under the STATE's Project No. PL-1(51).

SECTION 8. SUBMISSION OF VOUCHERS/INVOICES

- A. The COUNTY may submit monthly, but not less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. The STATE agrees to pay the COUNTY directly for the services rendered by COUNTY under terms of this Agreement, compensation on a cost reimbursement basis for costs occurred, and to include direct and indirect in accordance with the applicable provisions of 49 CFR 18 and the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation System (48 CFR 31). When specific Federal Highway Administration reimbursement policy differs from the Federal Acquisition Regulation System, the Federal Highway Administration policy shall apply. Said reports shall account for the expenditure of Federal and COUNTY shares, shall indicate work program percentage completion, and shall contain a statement of the COUNTY's estimate of the percentage of work completed and be signed by a responsible representative of the COUNTY's certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. The final settlement between the STATE and COUNTY will be made after the final review and approval by the STATE and MAPA and after an audit, if deemed necessary by the STATE, has been performed to verify actual eligible costs. The STATE upon receipt of the invoices or supplement information will provide payment to COUNTY within fifteen (15) calendar days thereafter. The STATE and MAPA will not hold any retention of the total compensation for services under this Agreement.
- B. The COUNTY is required to submit their reimbursement requests through OnBase; an electronic invoice workflow application utilized by the STATE. Reimbursement requests should be submitted to the STATE's 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, and 3) Progress Report.
 - 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. Direct Non-Labor Costs
 - iv. Dates of service
- b. Federal balance due to the COUNTY for the current period
- c. Federal and Local share breakdown of the expenses
- 2) NDOR Cost Breakdown — STATE's 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
- C. All invoices shall be taken from the books of account kept by the COUNTY and shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The COUNTY shall use actual labor rates for billing purposes.
- D. The COUNTY shall have available a listing of all Planning Department personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the COUNTY'S Planning Department, whose time is directly assignable to this FY 2014 Program, date and hours worked, and title of position.

SECTION 9. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the COUNTY shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the COUNTY shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by the STATE, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the COUNTY of such terminations 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 received 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 Agreement may be terminated because of circumstances beyond the control of MAPA or the COUNTY.

SECTION 10. CHANGES

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

SECTION 11. RECORDS AND AUDITS

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 COUNTY shall have its finance officer or auditor; review the situation to determine what the COUNTY must do to comply with this federal mandate. Any federal funds for COUNTY projects paid directly to COUNTY by the STATE, on behalf of the MAPA, will be reported on the STATE's schedule of expenditures of federal awards (SEFA) and need not be reported by COUNTY (as per FHWA's February 16, 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(51)

If an A-133 Audit is submitted by the COUNTY, the COUNTY 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 12. PROHIBITED INTEREST

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

SECTION 13. ASSIGNABILITY

Neither the COUNTY nor MAPA shall be 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.

SECTION 14. CLAIMS

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

SECTION 15. INTEREST OF THE COUNTY

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

SECTION 16. IDENTIFICATION OF DOCUMENTS

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

“The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program by the Moving Ahead for Progress in the 21st Century (MAP-21)”.

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.

SECTION 17. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material, which are part of the work under this Agreement, shall not be copyrighted without the written approval of the STATE and FHWA.
- B. All parties 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 STATE or FHWA does not wish to subscribe to the finding 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 FHWA.”
- D. In the event of failure of agreement between the STATE and the COUNTY relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the non-concurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups, which describe the plans, are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.

- G. When the scheduled time for presentations of a paper does not permit formal review and approval of a complete report, abstracts may be used for notifications 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.

SECTION 18. NONDISCRIMINATION

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

- (1) Compliance with Regulations: The COUNTY 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 COUNTY, 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 COUNTY 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 COUNTY for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the COUNTY of the COUNTY'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 COUNTY 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 COUNTY 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 COUNTY'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 COUNTY under this agreement until the COUNTY complies, and/or
 - (b) Cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The COUNTY 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 COUNTY 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 COUNTY may request the STATE to enter into such litigation to protect the interests of the STATE, and in addition, the COUNTY may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 19. MINORITY BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the County will cooperate with the project sponsor in meeting commitments and goals with 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 subcontracted work under this Agreement.

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

EXECUTED by MAPA this 30th day of May, 2013.

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: Melissa Engel by Ron Kohl
Chairman, Board of Directors

EXECUTED by the COUNTY this 2nd day of July, 2013.

SARPY COUNTY, NEBRASKA



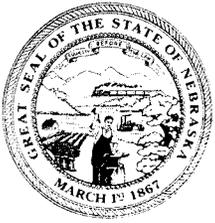
Attest: Debra J. Houghtaling by Jim Ware
Chairman, Board of Commissioners

EXECUTED by the STATE this 14th day of July, 2013.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Michael H.
Mike Owen, P.E.

Michael H.
Planning & Project Development Engineer



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Randall D. Peters, P.E., Director – State Engineer
1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759
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September 12, 2013

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Sincerely,

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Jerry Adams
Hwy. Agreements Tech.
Planning and Project Development Division
1500 Highway 2
Lincoln, Nebraska 68502

Enclosure

INTERLOCAL AGREEMENT

MAPA
SARPY COUNTY (PLANNING)
MAPA FY 2014 UNIFIED WORK PROGRAM
PLANNING ACTIVITIES
STATE PROJECT NO. PL-1(51)
STATE CONTROL NO. 00896A

THIS AGREEMENT, entered into by the COUNTY of **Sarpy**, hereinafter referred to as the "COUNTY" and the Omaha-Council Bluffs Metropolitan Area Planning Agency, hereinafter referred to as the "MAPA", for the purpose of providing professional services described herein and within the MAPA's FY 2014 Unified Work Program, hereinafter referred to as the "Program". The Nebraska Department of Roads will hereinafter now be referred to as the "STATE". The Federal Highway Administration will hereinafter now be referred to as the "FHWA".

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SECTION 2. AREA COVERED

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

SECTION 3. SCOPE OF SERVICES

- A. The COUNTY shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2014 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 **410.8.**

410.8. Omaha and Sarpy County Planning Activities

Assist MAPA in carrying out the provisions of MAP-21, which required increased comprehensive planning efforts in the development of transportation systems.

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

B. The COUNTY shall develop technical reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:

1. An abstract or summary,
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5. Relevant supporting data incorporated within the body of the report, included as an appendix, or by reference to another document previously prepared.

C. The aforementioned reports shall be prepared for no less than the work activities specifically cited with SECTION 3. SCOPE OF SERVICES. The remaining work activities within the FY 2014 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the COUNTY.

D. The COUNTY will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of the STATE. MAPA will be provided a copy of data and reports as a result of this Agreement.

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necessary, and will submit written quarterly progress reports. These reports will provide, for work element **410.8** the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than 30 days after the end of each quarter.

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- 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 the STATE's Project No. PL-1(51).

SECTION 8. SUBMISSION OF VOUCHERS/INVOICES

- A. The COUNTY may submit monthly, but not less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. The STATE agrees to pay the COUNTY directly for the services rendered by COUNTY under terms of this Agreement, compensation on a cost reimbursement basis for costs occurred, and to include direct and indirect in accordance with the applicable provisions of 49 CFR 18 and the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation System (48 CFR 31). When specific Federal Highway Administration reimbursement policy differs from the Federal Acquisition Regulation System, the Federal Highway Administration policy shall apply. Said reports shall account for the expenditure of Federal and COUNTY shares, shall indicate work program percentage completion, and shall contain a statement of the COUNTY's estimate of the percentage of work completed and be signed by a responsible representative of the COUNTY's certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. The final settlement between the STATE and COUNTY will be made after the final review and approval by the STATE and MAPA and after an audit, if deemed necessary by the STATE, has been performed to verify actual eligible costs. The STATE upon receipt of the invoices or supplement information will provide payment to COUNTY within fifteen (15) calendar days thereafter. The STATE and MAPA will not hold any retention of the total compensation for services under this Agreement.
- B. The COUNTY is required to submit their reimbursement requests through OnBase; an electronic invoice workflow application utilized by the STATE. Reimbursement requests should be submitted to the STATE's 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, and 3) Progress Report.

- 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. Direct Non-Labor Costs
 - iv. Dates of service
 - b. Federal balance due to the COUNTY for the current period
 - c. Federal and Local share breakdown of the expenses
 - 2) NDOR Cost Breakdown — STATE’s 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
- C. All invoices shall be taken from the books of account kept by the COUNTY and shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The COUNTY shall use actual labor rates for billing purposes.
- D. The COUNTY shall have available a listing of all Planning Department personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the COUNTY’S Planning Department, whose time is directly assignable to this FY 2014 Program, date and hours worked, and title of position.

SECTION 9. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the COUNTY shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the COUNTY shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by the STATE, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the COUNTY of such terminations 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 received 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 Agreement may be terminated because of circumstances beyond the control of MAPA or the COUNTY.

SECTION 10. CHANGES

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

SECTION 11. RECORDS AND AUDITS

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 COUNTY shall have its finance officer or auditor; review the situation to determine what the COUNTY must do to comply with this federal mandate. Any federal funds for COUNTY projects paid directly to COUNTY by the STATE, on behalf of the MAPA, will be reported on the STATE's schedule of expenditures of federal awards (SEFA) and need not be reported by COUNTY (as per FHWA's February 16, 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(51)

If an A-133 Audit is submitted by the COUNTY, the COUNTY 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 12. PROHIBITED INTEREST

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

SECTION 13. ASSIGNABILITY

Neither the COUNTY nor MAPA shall be 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.

SECTION 14. CLAIMS

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

SECTION 15. INTEREST OF THE COUNTY

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

SECTION 16. IDENTIFICATION OF DOCUMENTS

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

“The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program by the Moving Ahead for Progress in the 21st Century (MAP-21)”.

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.

SECTION 17. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material, which are part of the work under this Agreement, shall not be copyrighted without the written approval of the STATE and FHWA.
- B. All parties 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 STATE or FHWA does not wish to subscribe to the finding 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 FHWA.”
- D. In the event of failure of agreement between the STATE and the COUNTY relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the non-concurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the

Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups, which describe the plans, are permissible.

- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentations of a paper does not permit formal review and approval of a complete report, abstracts may be used for notifications 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.

SECTION 18. NONDISCRIMINATION

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

- (1) Compliance with Regulations: The COUNTY 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 COUNTY, 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 COUNTY 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 COUNTY for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the COUNTY of the COUNTY'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 COUNTY 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 COUNTY 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 COUNTY'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 COUNTY under this agreement until the COUNTY complies, and/or
 - (b) Cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The COUNTY 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 COUNTY 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 COUNTY may request the STATE to enter into such litigation to protect the interests of the STATE, and in addition, the COUNTY may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 19. MINORITY BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the County will cooperate with the project sponsor in meeting commitments and goals with 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 subcontracted work under this Agreement.

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

EXECUTED by MAPA this 30th day of May, 2013.

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

Attest: Melissa Engel by Ron Koh
Chairman, Board of Directors



EXECUTED by the COUNTY this 2nd day of July, 2013.

SARPY COUNTY, NEBRASKA

Attest: Debra Houghaling by Amellane
Chairman, Board of Commissioners

EXECUTED by the STATE this 14th day of July, 2013.

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

Michael H.

Alcedo
Planning & Project Development Engineer