MAPA Omaha - Council Bluffs Metropolitan Area Planning Agency

May 30, 2024

The City of Council Bluffs
Attn: Mayor Matt Walsh
209 Pearl Street Suite 104
Council Bluffs, IA 51503

Re: 16IDOT01.M.25 City of Council Bluffs Local Match PEL Agreement

Mr. Walsh

Enclosed are two originals of the Council Bluffs Local Match PEL agreements. Please sign both agreements and return one fully executed agreement to MAPA for our records. If you have any questions, please feel free to contact me by email at ezeller@mapacog.org or by phone (402) 444-6866 x 3210.

Sincerely,

Elizabeth Zeller
Administrative Assistant
Encl.

2222 Cuming Street
Omaha, NE 68102-4328
402-444-6866 P
402-951-6517 F
www.mapacog.org
mapa@mapacog.org

LOCAL MATCH AGREEMENT
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY AND THE CITY OF COUNCIL BLUFFS FOR THE CITY OF COUNCIL BLUFFS MULTIMODAL CONNECTION AND EXPANSION PLANNING AND ENVIRONMENTAL LINKAGES (PEL) STUDY

1. **Parties.** This Local Match Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as "MAPA"), and the City of Council Bluffs (hereinafter referred to as the "City").

2. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which MAPA and the City will administer and fund the City of Council Bluffs Multimodal Connection and Expansion Planning and Environmental Linkages (PEL) Study (hereinafter referred to as "the Project").

3. **Background.** The City requested and has been awarded funding through the regional Surface Transportation Block Grant program for the Project. The purpose of this project is to conduct a PEL study identifying purpose and need, the range of possible alternatives (with subsequent screening of unreasonable alternatives), and proposed evaluation criteria for connections to existing and future multimodal networks within the proposed alternatives study area. Specifically, the alternatives study will include the Transit Alternatives Analysis study area in Council Bluffs and the Urban Core Strategic Study area within the City of Omaha Urban Core. The study will meet documentation requirements such that all work produced within the study can be carried forward into future National Environmental Policy Act (NEPA) activities.

4. **Term of Agreement.** This Agreement is effective upon the latest date signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect for at least three years from the date of the final cost settlement under MAPA's agreement with the Iowa Department of Transportation (Iowa DOT).

5. **Funding**. The City shall reimburse MAPA for all costs on behalf of the Project that exceed authorized federal funding, but the City's maximum obligation to MAPA shall be no more than **one-hundred and thirty-two thousand, five hundred and nineteen dollars and fifty-two cents ($132,519.52)**.Project costs and funding are estimated in the following table:

Project Costs	Amount
Contract Cost	$436,730.84
MAPA Administration Cost	$20,000.00
Overage	$25,788.68
Total Costs	**$482,519.52**
Project Funding	**Amount**
Federal Funding	$350,000.00
City of Council Bluffs	$132,519.52
Total Funding	**$482,519.52**

6. **Conditions of Agreement** MAPA shall be considered the subrecipient of federal funds passed through Iowa DOT. MAPA shall engage with one or more consultants to conduct the Project. MAPA shall be responsible for the administration of the federal funds in accordance with applicable laws, rules, and regulations, including the selection, engagement, and oversight of contracted consultants, disbursing payments, reporting to Iowa DOT for reimbursement of federal funds, and securing an audit in accordance with 2 CFR 200. MAPA may request payment from the City, in advance of or after incurring consultant costs, up to the maximum obligation amount stated herein, which shall be due from the City within 30 days of receipt of an invoice from MAPA. Upon completion of the Project, MAPA shall reimburse any funds received from the City that were not expended in accordance with this agreement. A Steering Committee shall be established and composed of members from the City and MAPA who shall direct the Project, including development of a detailed scope of work. A Strategic and Technical Committee shall be established as an advisory body to the Project.

   As a federal-aid project, the Project must comply with all applicable federal and state requirements and policies. MAPA and its staff are responsible for ensuring that administration of the Project complies with these requirements and policies. Should the City cause the Project to fail to meet any eligibility requirements, the City understands that such failure could potentially result in the partial or total repayment of federal funds expended for the Project, and that in such case the City shall repay MAPA in full for all federal funds MAPA must repay to the federal government, and the City shall indemnify and hold harmless MAPA for all match funds the City paid to MAPA that MAPA has already expended in good faith for the Project. The parties acknowledge that all actions taken by the City to date relevant to this project either meet or exceed the aforementioned eligibility requirements.

This area is intentionally left blank.

7. **Signatures** In witness whereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement as of the latest date specified below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Executed by MAPA this 30 day of May, 2024

OMAHA-COUNCIL BLUFFS METROPOLITAN PLANNING AGENCY

By: _____
Michael Helgerson
Executive Director

SUBSCRIBED AND SWORN to before me this 30 day of May, 2024.

By: _____

Printed Name: Elizabeth Zeller
Witness

Executed by City this _____ day of _____, 20___ .

CITY OF COUNCIL BLUFFS

By: _____
Matt Walsh
Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___ .

By: _____

Printed Name: _____
Witness