

Okay to Pay

GL Code: 05.71.0919.000 - CMDV23002

Invoice # 2696
Invoice Date: 6/27/2023City of La Vista
8116 Park View Boulevard
La Vista, NE 681282222 Cuming St Omaha, NE 68102
Phone: 402-444-6866 x215
nbarrett@mapacog.org

Invoice #	Payment Terms	Due Date	
2696	Net 30	7/27/2023	
		Description	Total
		Local Match La Vista Active Mobility Plan	\$20,000.00
		Subtotal	\$20,000.00
		Sales Tax	\$0.00
		Total	\$20,000.00

Make all checks payable to Metropolitan Area Planning Agency

Thank you for your business!

**LOCAL MATCH AGREEMENT
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND THE CITY OF LA VISTA
FOR THE LA VISTA ACTIVE MOBILITY PLAN**

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 La Vista (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 La Vista Active Mobility Plan (hereinafter referred to as "the Project").
3. **Background** The City applied for and has been awarded funding through the Heartland 2050 mini-grant program for the Project. The objective of the Project is to produce a comprehensive active mobility plan to guide the planning and construction of trails, sidewalks, and associated facilities in La Vista to create additional opportunities for residents and visitors for recreation, access to employment and services, and economic development.
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 Nebraska Department of Transportation (NDOT).
5. **Conditions of Agreement** MAPA shall be considered the subrecipient of federal funds passed through NDOT. 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 NDOT for reimbursement of federal funds, and securing an audit in accordance with 2 CFR 200. The City shall reimburse MAPA for all contracted consultant costs on behalf of the Project that exceed authorized federal funding, but the City's maximum obligation to MAPA shall be no more than **twenty thousand dollars (\$20,000)**. 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 Stakeholder and Technical Committee shall be established as an advisory body to the Project. Project costs are estimated in the following:

MAPA-Secured Federal Funding	\$80,000.00
City of La Vista Local Match	\$20,000.00
Total Consultant Costs	\$100,000.00

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.

6. **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.

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: Michael Helgeson 4/27/23 BY: Elizabeth Zeller 4/27/23
Executive Director Date Date

PRINT NAME Michael Helgeson PRINT NAME Elizabeth Zeller

CITY OF LA VISTA

ATTEST:

BY: Douglas Kindig 5/5/2023 BY: Pamela A. Bueth 5/5/2023
Authorized Official Date Date

PRINT NAME Douglas Kindig PRINT NAME Pamela A. Bueth
PRINT TITLE Mayor

