

Submitted by: Chair of the Assembly at the
Request of the Mayor

Prepared by: Traffic Department

For reading: June 22, 2010

CLERK'S OFFICE

APPROVED

Date: 7-13-10

ANCHORAGE, ALASKA

AR No. 2010-187

1 **A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE (MOA) APPROPRIATING**
2 **ONE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED NINETY-FOUR DOLLARS**
3 **(\$131,994) FROM THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION**
4 **AND PUBLIC FACILITIES (DOT&PF), TO THE STATE DIR/FED PASS-THRU GRANTS**
5 **FUND (231), FOR AMENDMENT THREE TO A TRANSFER OF RESPONSIBILITIES**
6 **AGREEMENT (TORA) FOR THE ANCHORAGE METROPOLITAN AREA**
7 **TRANSPORTATION SOLUTIONS (AMATS) MOA TRAFFIC COUNTS 09-11 PROGRAM**
8 **IN THE MUNICIPAL TRAFFIC DEPARTMENT.**

9
10 WHEREAS, the original TORA for the MOA Traffic Counts 09-11 Program was executed
11 on February 27, 2009 [Exhibit A]; and

12
13 WHEREAS, Amendment One to the original Agreement was executed on October 26,
14 2009 to extend the Agreement to December 31, 2010 [Exhibit B]; and

15
16 WHEREAS, Amendment Two to the original Agreement, executed on December 31, 2009,
17 added 2010 funding and updated the scope to include covenants on training, project
18 closure and records retention [Exhibit C]; and

19
20 WHEREAS, Corrections to Amendment Two, executed January 15, 2010, was necessary
21 to correct errors in the available federal amount and local match amount [Exhibit D]; and

22
23 WHEREAS, Amendment Three to the original Agreement, executed on May 13, 2010,
24 adds 2010 funding for this program and updates the scope of service to include
25 enhancements to the data collection system to improve processing, holding and retrieval of
26 all traffic information [Exhibit E]; and

27
28 WHEREAS, the local match of Thirteen Thousand Five Hundred Forty-Five Dollars
29 (\$13,545) will be provided with previously appropriated 2009 Traffic Capital Improvement
30 Program funds; now, therefore,

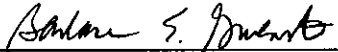
31
32 **THE ANCHORAGE ASSEMBLY RESOLVES:**

33
34 Section 1. The sum of One Hundred Thirty-One Thousand Nine Hundred Ninety-Four
35 Dollars (\$131,994) is hereby appropriated from the DOT&PF to the State Dir/Fed Pass-
36 Thru Grants Fund (231), for Amendment Three to a TORA for the AMATS MOA Traffic
37 Counts 09-11 Program in the Municipal Traffic Department.

38
39 Section 2. This resolution shall be effective immediately upon passage and approval by
40 the Assembly.

1 PASSED AND APPROVED by the Anchorage Assembly this 13th day of
2 July, 2010.
3
4


Chair of the Assembly

5
6
7 ATTEST:
8
9
10 
11 Municipal Clerk

12
13 **Department of Appropriation:**
14 Traffic Department \$131,994

MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 367-2010

Meeting Date: June 22, 2010

1 **From:** MAYOR

2
3 **Subject:** A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE (MOA)
4 APPROPRIATING ONE HUNDRED THIRTY-ONE THOUSAND NINE
5 HUNDRED NINETY-FOUR DOLLARS (\$131,994) FROM THE STATE
6 OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC
7 FACILITIES (DOT&PF), TO THE STATE DIR/FED PASS-THRU
8 GRANTS FUND (231), FOR AMENDMENT THREE TO A TRANSFER
9 OF RESPONSIBILITIES AGREEMENT (TORA) FOR THE
10 ANCHORAGE METROPOLITAN AREA TRANSPORTATION
11 SOLUTIONS (AMATS) MOA TRAFFIC COUNTS 09-11 PROGRAM IN
12 THE MUNICIPAL TRAFFIC DEPARTMENT
13

14 An Assembly Resolution is requested to appropriate One Hundred Thirty-One Thousand
15 Nine Hundred Ninety-Four Dollars (\$131,994) from the DOT&PF, to the State Dir/Fed
16 Pass Thru Grants Fund (231), for Amendment Three to a TORA for the AMATS MOA
17 Traffic Counts 09-11 Program. This Amendment revises the total grant amount for this
18 project to Three Hundred Fifty-One Thousand Five Hundred Ninety-Nine Dollars
19 (\$351,599). The local match of Thirteen Thousand Five Hundred Forty-Five Dollars
20 (\$13,545) will be provided with previously appropriated 2009 Traffic Capital
21 Improvement Program funds.
22

23 The AMATS MOA Traffic Counts 09-11 Program provides funding to the Municipal
24 Traffic Department to collect, analyze, and input information pertaining to pedestrian
25 and vehicular volumes, crashes, and traffic studies. The data collected on roadways
26 and trails is not only used for planning and engineering studies, but also to be published
27 in the Annual Traffic Report. Amendment Three provides additional funding for
28 professional services to perform enhancements to improve the processing, holding and
29 retrieval of all traffic information obtained using this data collection system.
30

31 The budget detail is as follows:
32

33 REVENUES:

34 <u>Account</u>	<u>Account Name</u>	<u>Amount</u>
35 231-77239G-9398-2009	State Grant Revenue – Pass Thru	\$131,994

37 EXPENDITURES:

38 <u>Account</u>	<u>Account Name</u>	<u>Amount</u>
39 231-77239G-3101-2009	Professional Services	\$126,353
40 231-77239G-6022-2009	Municipal Clerk	8
41 231-77239G-6091-2009	OMB	139
42 231-77239G-6095-2009	Purchasing	883

1	231-77239G-6103-2009	Finance/Financial Reporting	3,183
2	231-77239G-6105-2009	Finance/Accounts Payable	381
3	231-77239G-6109-2009	Cash Receipts	22
4	231-77239G-6110-2009	IT Dept, PeopleSoft Support	<u>1,025</u>
5		Total	\$131,994

6
7 **THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION**
8 **APPROPRIATING ONE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED**
9 **NINETY-FOUR DOLLARS (\$131,994) FROM THE DOT&PF, TO THE STATE DIR/FED**
10 **PASS-THRU GRANTS FUND (231), FOR AMENDMENT THREE TO A TORA FOR**
11 **THE AMATS MOA TRAFFIC COUNTS 09-11 PROGRAM IN THE MUNICIPAL**
12 **TRAFFIC DEPARTMENT.**

13

14

15 Approved by: Robert Kniefel, Director, Traffic Department
16 Concur: Greg Jones, Executive Director, Office of Community
17 Planning & Development
18 Fund certification: Lucinda Mahoney, CFO
19 231-77239G-9398-772390 BP2009 \$131,994
20 (AMATS TIP Grant)
21 Concur: George J. Vakalis, Municipal Manager
22 Respectfully submitted: Daniel A. Sullivan, Mayor

Project Name: AMATS MOA Traffic Counts
09-11
Federal Project Number:
State Project Number: 51770

**TRANSFER OF RESPONSIBILITIES AGREEMENT
BETWEEN
THE STATE OF ALASKA DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES
AND
THE MUNICIPALITY OF ANCHORAGE**

This Agreement is effective upon execution by the State of Alaska Department of Transportation and Public Facilities (hereinafter called the State) and the Municipality of Anchorage (hereinafter called the Municipality). The State and the Municipality are entering into this Agreement pursuant to AS 35.15.080 et. seq. and any regulations promulgated thereunder.

The Municipality's coordinator for this Agreement is Kimberli Carpenter. The State's coordinator for this Agreement is Mark Parmelee. Each party agrees to notify the other party of any change in project coordinator.

The amount of this agreement for the AMATS MOA Traffic Counts 09-11 program is **\$87,420.00** in federal funding plus a local match of **\$9,030.00**. The local match will be reduced by **<\$352>** for the indirect costs allocation plan (ICAP) assessment. Whereas funds have been programmed in the Anchorage Metropolitan Area Transportation Solutions (AMATS) Transportation Improvement Program and appropriated by the Legislature for the project described in Appendix A of this Agreement, and whereas the Municipality will, through a resolution of the Municipal Assembly, assume all responsibility for the program described in Appendix A (hereinafter also referred to as "the program"), the parties mutually agree as follows:

1. The Municipality agrees to assume all responsibilities for the program described in Appendix A, which is hereby incorporated and made a part of this Agreement.
2. The Municipality shall agree to comply with all applicable codes, statutes, and regulations of the State of Alaska and the Federal government.
3. The State agrees to transfer the funds appropriated by the Legislature for the program to a special account in the State Treasury. Special account funding for the Municipality shall not exceed a total of **Eighty-Seven Thousand Four Hundred**

**Project Name: AMATS MOA Traffic Counts
09-11
Federal Project Number:
State Project Number: 51770**

and Twenty dollars (\$87,420.00). The State and the Municipality agree that any costs for this project in excess of the above amount or costs ineligible for federal reimbursement are the responsibility of the Municipality.

4. The procedures for program reporting and payment schedules to be followed by the Municipality in drawing on the special account referred to in Paragraph 3 are set out in Appendix B, which is hereby incorporated and made a part of this Agreement. Expenses incurred by the Municipality prior to the full execution of this Agreement are ineligible for reimbursement.
5. The Municipality agrees to indemnify, defend and hold harmless the State of Alaska and its agents and employees from and against any and all claims, damages, losses, and expenses arising from the Municipality's assumption of the responsibilities for the program set forth and described in Appendix A.
6. In the event the Municipality hires a consultant to perform any or all of the services detailed in Appendix A, the Municipality shall forward to the State copies of the scope of services to be performed and receive approval prior to issuing a request for proposals. In addition, the Municipality shall offer the State the opportunity to serve on the consultant selection committee.
7. Each consultant contract or professional services agreement in which the Municipality engages for this project may require a specific audit. The award of any such contract must be made in conformity with applicable federal and State contracting procedures, or based on acceptable alternative contracting procedures approved by the State and the Federal Highway Administration.
8. If, through any cause, the Municipality shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Municipality shall violate any of the covenants or stipulations of this Agreement and if, after notification by the State of such failure or violation, the Municipality fails to take proper corrective action within a reasonable time, the State shall thereupon have the right to terminate this Agreement by giving written notice to the Municipality of such termination and specifying the effective date thereof. Such notice shall be given at least fifteen (15) days before effective date of such termination. In that event, all finished or unfinished documents, computer files and equipment, data files, studies, maps, advertising material, and publications produced by the Municipality or its subcontractors under the Agreement shall, at the option of the State, become the

**Project Name: AMATS MOA Traffic Counts
09-11
Federal Project Number:
State Project Number: 51770**

State's property and the Municipality shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Municipality shall not be relieved of any liability to the State for damages sustained by the State by virtue of any breach of the Agreement by the Municipality, and the State may withhold any payments to the Municipality until such time as the exact amount of damages due the State from the grantee is determined.

9. The Municipality may appeal to the Commissioner of the Department of Transportation and Public Facilities the State's determination that the Municipality is in violation of this contract or that it has failed to fulfill its responsibilities in a timely and proper manner. Such an appeal must be made within ten (10) days of the date the Municipality is notified of the State's decision to terminate the contract. Pending resolution of the appeal, no work will proceed on the program. The Commissioner's decision shall be final.
10. If, due to changed circumstances, the State or the Municipality wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least fifteen (15) days prior to the proposed termination date. If both parties agree that it is in their mutual best interest to terminate this Agreement early, all finished or unfinished documents and other materials as described in Paragraph 7 above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Municipality shall be reimbursed for those actual expenses that are Federal-aid eligible.
11. This project may be audited by the State of Alaska DOT&PF Internal Review Section. The State and the Municipality and/or its subcontractors under this agreement shall maintain all records and accounts relating to its costs and expenditures for the work on this project for a minimum of three (3) years following receipt of the final payment, and shall make them available for audit by representatives of the State, the Federal Highway Administration and the Federal Transit Administration at reasonable times. Final payment is defined as the final voucher paid by the Federal Highway Administration to the State based on an audit. A Municipal request to close out a project account does not constitute final payment. The Municipality shall maintain records that support all charges against the project.

**Project Name: AMATS MOA Traffic Counts
09-11**
Federal Project Number:
State Project Number: 51770

12. Any direct non-salary costs (if allowed) shall be reimbursed at cost; no indirect mark-up is allowable.
13. Indirect cost rates for both the Municipality and its subcontractors are subject to audit by the Alaska DOT&PF Internal Review Section. The Municipality and its subcontractors shall provide the State a copy of the applicable indirect cost rate proposal for audit and approval.
14. This Agreement shall be governed by the laws of the State of Alaska and all relevant federal regulations and requirements.
15. The Municipality shall comply, and shall require compliance by any subcontractors, with all Federal, State, and local laws, regulations, and ordinances relating to civil rights.
16. The Municipality shall ensure that none of the funds paid under this Agreement will be used for the purpose of lobbying activities before the Alaska State Legislature.
17. Unless changed by prior written notice, any notices required by this Agreement must be sent to the following addresses:

STATE: Mark Parmelee
Planning
Department of Transportation & Public Facilities
P.O. Box 196900
Anchorage, Alaska 99519-6900

MUNICIPALITY: Kimberli Carpenter
Traffic Department
Municipality of Anchorage
P.O. Box 196650
Anchorage, Alaska 99519-6650

18. The failure of the State to insist in any one or more instances upon strict performance by the Municipality of any provision or covenant in this Agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement

Project Name: AMATS MOA Traffic Counts
09-11
Federal Project Number:
State Project Number: 51770

cannot be enforced or relied upon by the Municipality unless the waiver is in writing and signed on behalf of the State.

19. This Agreement may be modified or amended by a written Agreement signed by both parties.

APPROVALS:

		<u>1-26-09</u>
Michael Abbott	Municipal Manager	Date
		<u>2.27.09</u>
Robert A. Campbell, P.E.	Director, Design & Construction Central Region	Date

Project Name: AMATS MOA Traffic Counts
09-11
 Federal Project Number:
 State Project Number: 51770

APPENDIX A

A. SCOPE OF SERVICES

The Municipality of Anchorage Traffic Department will collect and input information for various pedestrian and vehicular volumes, crashes, and traffic studies. Information will be gathered for roadways and trails to help evaluate traffic trends, perform analyses, address public concerns, build, validate, update transportation models, review plans, and assist in safety programs. Program also includes data collection for various studies such as: travel time delays, classifications, 24 hour and spot speeds, gaps, cut through traffic, license plate, stop/ delay, traffic behavior, and saturation flow.

Besides the various studies, data collection information will be published in the Annual Report.

B. 2009 BUDGET

FFY 2009 Funding is reduced by State's ICAP of 4.06%

\$87,420 = available Federal amount [(\$100,000 x 90.97%) + 1.0406]
\$ 8,678 = available local match [(\$100,000 x 9.03%) + 1.0406]
\$96,098 = Total amount available for the project

The Municipality's total local match is \$9,030 (\$8,678 + \$352 for ICAP)

Budget Components

Personnel Services (Collecting traffic data, inputting data, and analyzing traffic count data.)	\$91,806
MOA Overhead on Federal amount	\$4,292
Project Total	\$96,098
ICAP 4.06%	\$3,902
2009 TIP Amount	\$100,000

Adjustments exceeding 10% of the total budget can be made only with prior concurrence by the State's coordinator.

Project Name: AMATS MOA Traffic Counts
09-11
Federal Project Number:
State Project Number: 51770

C. PROJECT SCHEDULE

TORA becomes effective upon FHWA approval and ADOT&PF signing through December 31, 2009. This agreement may be extended when future funding is authorized.

APPENDIX B

A. REPORTING REQUIREMENTS

- 1) Quarterly Reports The Municipality shall submit one copy of a quarterly narrative progress report and estimated financial statement to the State no later than 30 days following the last day of the quarter. Quarter ending dates are September 30, December 31, March 31, June 30, etc. A final quarterly narrative progress report summarizing the year's activities shall be submitted by the Municipality to the State no later than 60 days following the last day of the quarter in which the work is complete. This may be combined with the Annual Report as described in Section 2, below. The quarterly reports shall serve as the basis for reimbursement, pending review and approval.

Each quarterly report shall include, but not be limited to, the following information:

- A brief narrative describing the tasks funded during the past quarter.
 - A summary of expenditures during the past quarter.
- 2) Annual Report The Municipality, upon completion of the program, shall provide the State with one copy of a final narrative progress report and financial statement (annual report), certified by the Municipality, of all costs incurred in the accomplishment of the program. This report shall be submitted to the State within 80 days from the end of the fiscal year.

This report may be combined with the last quarter report and submitted to the State within 60 days following the last day of the quarter as required by Section A1. The final financial report, if different from that submitted with the last

Project Name: AMATS MOA Traffic Counts
09-11
Federal Project Number:
State Project Number: 51770

quarter report, shall be submitted to the State within 80 days of the last day of the reporting period.

- 3) Other Reports The Municipality shall forward to the State a copy of all final products, reports, and documents produced in the performance of the program.

B. RETENTION OF RECORDS

The Municipality and its contractors shall establish, maintain, and preserve property management, project performance, financial management, reporting documents and systems and other books, records and data as the State may require. The Municipality shall retain such records for a period of three years following closure of the project and receipt of final payment, or until an audit is completed and all questions arising there from are resolved, whichever is later.

C. PAYMENT SCHEDULE

Billing and Local Match Procedure (if applicable)

Municipal billings will include all expenditures for any given quarter. The State will pay 100% of the quarterly expenditures and bill the Municipality 9.03% local match for that quarter. The State billing will also include indirect cost allocation plan (ICAP) assessment on the local match portion for the quarter.

In-kind services cannot be used for local match. If building equipment or materials are used for the local match, the pre-award and post delivery documents must be provided to the Department to fulfill the local match requirement.

Payments will be made upon review and approval of the quarterly reports/billings provided by the Municipality to the State within 30 days after receipt of the report/billing for each period.

Project Name: AMATS MOA Traffic Counts
09-11, Amendment One
Federal Project Number: STP-0001(401)
State Project Number: 51770

**TRANSFER OF RESPONSIBILITIES AGREEMENT
BETWEEN
THE STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
AND
THE MUNICIPALITY OF ANCHORAGE
AMENDMENT ONE**

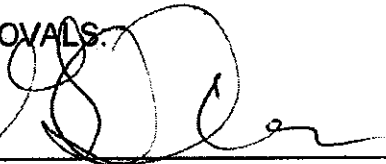

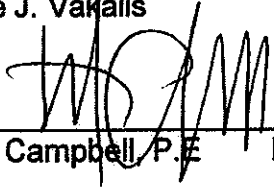
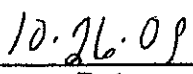
The original Agreement was executed February 27, 2009 by the State of Alaska Department of Transportation and Public Facilities (hereinafter called the State) and the Municipality of Anchorage (hereinafter called the Municipality). The Agreement is now amended to extend the project schedule.

This Agreement is hereby amended as follows:

Page 7, Appendix A, C. PROJECT SCHEDULE is amended to read: "This TORA is in effect through December 31, 2010."

All other provisions of the original agreement remain in force.

APPROVALS:

		
George J. Vakkalis	Municipality Manager	Date
		
Robert Campbell, P.E.	Director, Design & Construction Central Region	Date

Project Name: AMATS MOA Traffic Counts 09-11,
Amendment Two
Federal Project Number: STP-0001(401)
State Project Number: 51770

**TRANSFER OF RESPONSIBILITIES AGREEMENT
BETWEEN
THE STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
AND
THE MUNICIPALITY OF ANCHORAGE
AMENDMENT TWO**

The original Agreement was executed February 27, 2009 and amended October 26, 2009 by the State of Alaska Department of Transportation and Public Facilities (hereinafter called the State) and the Municipality of Anchorage (hereinafter called the Municipality). The Agreement is now amended to add 2010 funding, amend the scope and include covenants on training, project closure and records retention.

This Agreement is hereby amended as follows:

1. Page 1, paragraph 3, first and second sentences are amended to read: "The amount of this agreement for the AMATS MOA Traffic Counts 09-11 program is \$232,727.00 [\$87,420 ('09) + 145,307 ('10)] in available federal funding plus a local match of \$18,060. The local match will be reduced by <775> for the indirect costs allocation plan (ICAP) assessment."
2. Page 1, number 3, second sentence is amended to read: "Special account funding for the Municipality shall not exceed a total of Two Hundred and Thirty-Two Thousand, Seven Hundred and Twenty-Seven dollars (\$232,727.00)."
3. Page 5 the following covenants are added:
 20. Training funded through this agreement should be directly related to implementing air quality improvements and be approved in advance by the FHWA Division office. The Municipality will direct all training requests to the State's Coordinator. The Municipality must request training approval sufficiently in advance to receive authorization prior to the training.
 21. All project performance, financial management, reporting documents and engineering reports produced for this project will be retained by the Municipality and be available for inspection for three years after receipt of final payment by the Alaska Department of Transportation & Public Facilities and/or the Federal Highway Administration.

Project Name: AMATS MOA Traffic Counts
09-11,
Amendment Two
Federal Project Number: STP-0001(401)
State Project Number: 51770

22. At the completion of the project the Municipality will provide a final accounting on all costs incurred in the accomplishment of the program (see Appendix B, 2.) Projects involving construction will necessitate a final inspection. The Municipality's project manager will attend any scheduled inspection. The Municipality will complete close out paperwork that is provided by the State and will cooperate to close out projects in a timely manner.

4. Page 6, Appendix A. A Scope of Services, first paragraph add the language:

The data effort includes: analysis, quality assurance, and continual striving for the development of improvements to methods and systems required for the collection, containment and availability of information.

5. Page 6, Budget is amended by the addition of the following information for FFY 2010 funds.

2010 BUDGET

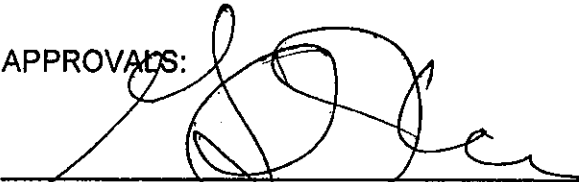
FFY 2010 funding is reduced by the State's ICAP of 3.23%

2010 Amount in the AMATS FFY 2010-2013 TIP Federal \$150,000 x 90.97% = \$136,455 Local \$150,000 x 9.03% = \$13,545	\$150,000
Amount of the State's Indirect Cost Allocation Plan at 3.23% (Federal \$4,270 + Local \$423)	\$4,693
2010 TORA addition Available Federal Funding (\$136,455-\$4,270) Available Local match (\$13,545-\$423)	\$132,185 <u>\$ 13,122</u> \$145,307
MOA Personnel Services (Wages, salaries and benefits)	\$137,861
MOA Central Services	\$7,446
TOTAL AVAILABLE FUNDS	\$145,307

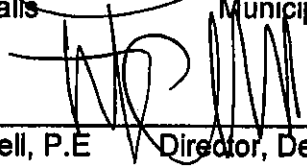
Project Name: AMATS MOA Traffic Counts
09-11,
Amendment Two
Federal Project Number: STP-0001(401)
State Project Number: 51770

6. All other provisions of the agreement, as amended, remain in force and are incorporated herein.

APPROVALS:



George J. Vakalis Municipality Manager 12/22/09 Date



Robert Campbell, P.E. Director, Design & Construction 12/31/09 Date
Central Region

Project Name: AMATS MOA Traffic Counts 09-11,
Corrections to Amendment Two
Federal Project Number: STP-0001(401)
State Project Number: 51770

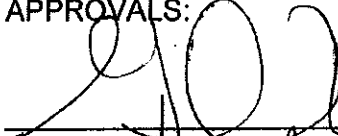
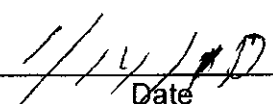
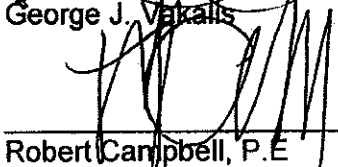
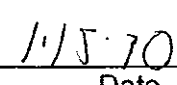
**TRANSFER OF RESPONSIBILITIES AGREEMENT
BETWEEN
THE STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
AND
THE MUNICIPALITY OF ANCHORAGE
CORRECTIONS TO AMENDMENT TWO**

The original Agreement was executed February 27, 2009 and amended October 26, 2009 and December 31, 2009 by the State of Alaska Department of Transportation and Public Facilities (hereinafter called the State) and the Municipality of Anchorage (hereinafter called the Municipality). The December 31, 2009 Amendment, Amendment Two, had errors in the available federal amount and the local match amount shown on page one.

Items 1 and 2 of Amendment Two are corrected as follows. The remainder of Amendment Two is incorporated herein:

1. Page 1, paragraph 3, first and second sentences are amended to read: "The amount of this agreement for the AMATS MOA Traffic Counts 09-11 program is **\$219,605** [\$87,420 ('09) + 132,185 ('10)] in available federal funding plus a local match of **\$22,575** [\$9,030 ('09) + \$13545 ('10)]. The local match will be reduced by **<775>** for the indirect costs allocation plan (ICAP) assessment."
2. Page 1, number 3, second sentence is amended to read: "Special account funding for the Municipality shall not exceed a total of Two Hundred and Nineteen Thousand, Six Hundred and Five dollars (\$219,605.00)."

APPROVALS:

 George J. Vakkalis	Municipality Manager	 Date
 Robert Campbell, P.E.	Director, Design & Construction Central Region	 Date

Project Name: AMATS MOA Traffic Counts 09-11,
Amendment Three
Federal Project Number: STP-0001(401)
State Project Number: 51770

**TRANSFER OF RESPONSIBILITIES AGREEMENT
BETWEEN
THE STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
AND
THE MUNICIPALITY OF ANCHORAGE
AMENDMENT THREE**

The original Agreement was executed February 27, 2009 and amended October 26, 2009, December 31, 2009, and January 15, 2010 by the State of Alaska Department of Transportation and Public Facilities (hereinafter called the State) and the Municipality of Anchorage (hereinafter called the Municipality). In 2010 an additional \$150,000 was included in the AMATS Transportation Improvement Program to conduct enhancements to the Data Collection Program. This amendment adds enhancement scope and funding to the existing Transfer of Responsibility Agreement and extends the schedule.

This Agreement is hereby amended as follows:

1. Page 1, paragraph 3, first and second sentences are amended to read: "The amount of this agreement for the AMATS MOA Traffic Counts 09-11 program is **\$351,599** [\$87,420 ('09) + \$132,185 ('10) + \$131,994 ('10 enhancement funding)] in available federal funding plus a total local match of **\$36,120** [\$9,030 ('09) + \$13,545 ('10) + \$13,545 ('10 enhancement funding)]. Of the local match **\$1,218** [\$352 ('09) + \$423 ('10) + \$443 ('10 enhancement funding)] is for the state's indirect costs allocation plan (ICAP) assessment."
2. Page 1, number 3, second sentence is amended to read: "Special account funding for the Municipality shall not exceed a total of **Three Hundred and Fifty - One Thousand, Five Hundred and Ninety-nine dollars (\$351,599.00)**."
3. Page 6, Appendix A A. Scope of Services, is expanded to include conducting system improvements. The following paragraph is added to the scope:

The project will also perform enhancements to the data collection system to improve processing, holding and retrieval of all traffic information obtained through data group efforts and activities. System improvements may include: increased performance, updates to necessary data entry interfaces, retrieval and management of traffic related violations / statistics, enhancements to system interfaces / queries / data retrieval for speed, compatibility, usability, and / or requested changes.

Project Name: AMATS MOA Traffic Counts 09-11,
 Amendment Three
 Federal Project Number: STP-0001(401)
 State Project Number: 51770

4. Page 6, Appendix A B. 2009 Budget is amended by the addition of the following information for FFY 2010 enhancement funds.

2010 ENHANCEMENT BUDGET


Funding is reduced by the State's ICAP of 3.38%

2010 Enhancement Amount in the AMATS FFY 2010-2013 TIP Federal \$150,000 x 90.97% = \$136,455 Local \$150,000 x 9.03% = \$13,545	\$150,000
Amount of the State's Indirect Cost Allocation Plan at 3.38% (Federal amount \$4,461 + Local \$443)	\$4,904
Available Federal Funding (\$136,455-\$4,461)	\$131,994
Available Local match (\$13,545-\$443)	\$13,102
	\$145,096
Contractual Services	\$139,455
MOA Central Services	\$5,641
TOTAL AVAILABLE FUNDS	\$145,096

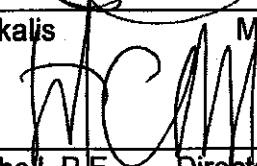
Adjustments exceeding 10% of the total budget can be made only with prior concurrence by the State's coordinator.

5. Page 7, Appendix A, C. PROJECT SCHEDULE is amended to read: "This TORA is in effect through December 31, 2011."
6. All other provisions of the agreement, as amended, remain in force and are incorporated herein.

APPROVALS:



 George J. Vakalis Municipality Manager Date 5/7/10



 Robert Campbell, P.E. Director, Design & Construction Central Region Date 5/13/10

Content ID: 009071**Type:** AR_FundsApprop - Funds Approp Resolution

A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE (MOA) APPROPRIATING ONE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED NINETY-FOUR DOLLARS (\$131,994) FROM THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC

Title: FACILITIES (DOT&PF), TO THE STATE DIR/FED PASS-THRU GRANTS FUND (231), FOR AMENDMENT THREE TO A TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS) MOA TRAFFIC COUNTS 09-11 PROGRAM IN THE MUNICIPAL TRAFFIC DEPARTMENT

Author: stewartrm**Initiating Dept:** Traffic

Description: Appropriating \$131,994 from TORA Amendment Three to the AMATS MOA Traffic Counts 09-11 Program in the Municipal Traffic Department

Keywords: AMATS, Traffic**Date Prepared:** 5/24/10 8:57 AM**Director Name:** Robert Kniefel**Assembly Meeting Date:** 6/22/10**Public Hearing Date:** 7/13/10

Workflow Name	Action Date	Action	User	Security Group	Content ID
Clerk_Admin_SubWorkflow	6/11/10 8:48 AM	Exit	Nina Pruitt	Public	009071
MuniManager_SubWorkflow	6/11/10 8:48 AM	Approve	Nina Pruitt	Public	009071
Finance_SubWorkflow	6/2/10 10:21 AM	Approve	Lucinda Mahoney	Public	009071
OMB_SubWorkflow	5/28/10 3:07 PM	Approve	Cheryl Frasca	Public	009071
OCPD_SubWorkflow	5/24/10 5:05 PM	Approve	Tawny Klebesadel	Public	009071
Traffic_SubWorkflow	5/24/10 10:45 AM	Approve	Robert Kniefel	Public	009071
FundsAppropWorkflow	5/24/10 9:04 AM	Checkin	Renee Stewart	Public	009071