

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

7-13-10

Date:

ANCHORAGE, ALASKA

AR No. 2010-189

1 A RESOLUTION APPROPRIATING TWO HUNDRED FORTY-ONE THOUSAND EIGHT
2 HUNDRED TWENTY-SIX DOLLARS (\$241,826) FROM THE STATE OF ALASKA,
3 DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), TO THE
4 STATE DIR/FED PASS-THRU GRANTS FUND (231), FOR A TRANSFER OF
5 RESPONSIBILITIES AGREEMENT (TORA) FOR THE ANCHORAGE METROPOLITAN
6 AREA TRANSPORTATION SOLUTIONS (AMATS) 2011 LONG-RANGE
7 TRANSPORTATION PLAN (LRTP) UPDATE IN THE TRANSPORTATION PLANNING
8 DIVISION.
9

10
11 WHEREAS, the TORA for the AMATS 2011 LRTP Update, executed on May 28, 2010,
12 provides funding for a four-year update of the LRTP in accordance with federal planning
13 requirements [Exhibit A]; now, therefore,
14

15 **THE ANCHORAGE ASSEMBLY RESOLVES:**

16
17 Section 1. The sum of Two Hundred Forty-One Thousand Eight Hundred Twenty-Six
18 Dollars (\$241,826) is hereby appropriated from the DOT&PF to the State Dir/Fed Pass-
19 Thru Grants Fund (231), for a TORA for the 2011 LRTP Update in the Transportation
20 Planning Division.
21

22 Section 2. This resolution shall be effective immediately upon passage and approval by
23 the Assembly.
24

25 PASSED AND APPROVED by the Anchorage Assembly this 13th day of
26 July, 2010.
27

28
29
30 
Chair of the Assembly

31 ATTEST:

32
33 
34
35 Municipal Clerk
36

37 **Department of Appropriation:**
38 Traffic Department \$241,826

MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 376-2010

Meeting Date: June 22, 2010

1 **From:** MAYOR

2
3 **Subject:** A RESOLUTION APPROPRIATING TWO HUNDRED FORTY-ONE
4 THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS (\$241,826)
5 FROM THE STATE OF ALASKA, DEPARTMENT OF
6 TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), TO THE
7 STATE DIR/FED PASS-THRU GRANTS FUND (231), FOR A
8 TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) FOR THE
9 ANCHORAGE METROPOLITAN AREA TRANSPORTATION
10 SOLUTIONS (AMATS) 2011 LONG-RANGE TRANSPORTATION
11 PLAN (LRTP) UPDATE IN THE TRANSPORTATION PLANNING
12 DIVISION
13

14 An Assembly Resolution is requested to appropriate Two Hundred Forty-One Thousand
15 Eight Hundred Twenty-Six Dollars (\$241,826) from the DOT&PF, to the State Dir/Fed
16 Pass Thru Grants Fund (231), for a TORA for the 2011 LRTP Update. No local match
17 is required for this funding. The TORA is effective through December 31, 2011.
18

19 An update to the AMATS LRTP is necessary every four years to comply with federal
20 planning requirements. This LRTP update will include the geographic area covered by
21 AMATS planning area which includes the Anchorage Bowl and the Chugiak-Eagle River
22 areas, excluding the Turnagain Arm Communities and Girdwood. The combined LRTP
23 will describe existing conditions; address current and future deficiencies; make
24 recommendations for improvements to roadways, public transportation service,
25 pedestrian and bicycle facilities, and include a financial plan; and will address air quality
26 requirements and other federal planning factors, including public safety and security.
27 This update will be prepared in accordance with federal requirements, and has a
28 planning horizon of at least 20 years.
29

30 The budget detail is as follows:

31
32 **REVENUES:**

<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
231-772810G-9398-2010	State Grant Revenue – Pass Thru	\$241,826

35
36 **EXPENDITURES:**

<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
231-772810G-3101-2010	Professional Services	\$217,566
231-772810G-3803-2010	Printing & Binding	13,922
231-772810G-6022-2010	Municipal Clerk	16
231-772810G-6091-2010	OMB	255
231-772810G-6095-2010	Purchasing	1,617

1	231-772810G-6103-2010	Finance/Financial Reporting	5,831
2	231-772810G-6105-2010	Finance/Accounts Payable	699
3	231-772810G-6109-2010	Cash Receipts	42
4	231-772810G-6110-2010	IT Dept, PeopleSoft Support	<u>1,878</u>
5		Total	\$241,826

6
7 **THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION**
8 **APPROPRIATING TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED**
9 **TWENTY-SIX DOLLARS (\$241,826) FROM THE STATE OF ALASKA, DOT&PF, TO**
10 **THE STATE DIR/FED PASS-THRU GRANTS FUND (231), FOR A TORA FOR THE**
11 **AMATS 2011 LRTP UPDATE IN THE TRANSPORTATION PLANNING DIVISION.**
12

13
14 Approved by: Robert Kniefel, Director, Traffic Department
15 Concur: Greg Jones, Executive Director, Office of Community
16 Planning & Development
17 Fund certification: Lucinda Mahoney, CFO
18 231-772810G-9398-7728100 BP2010 \$241,826
19 (AMATS TIP Grant)
20 Concur: George J. Vakalis, Municipal Manager
21 Respectfully submitted: Daniel A. Sullivan, Mayor

Project Name: AMATS 2011 LRTP Update
Federal Project Number: STP-000S(720)
State Project Number: 62525

**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 Vivian Underwood. 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 2010-2013 TIP, approved November 19, 2009, includes \$250,000 for updating the Municipality of Anchorage's Long Range Transportation Plan. The available federal amount for the AMATS 2011 LRTP Update is \$241,826. 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. The program is to be managed consistent with Title 23, U.S. Code, Section 149(b)(3) pertaining to FHWA Congestion Mitigation and Air Quality (CMAQ) fund requirements in addition to other relevant Federal requirements.

Project Name: AMATS 2011 LRTP Update
Federal Project Number: STP-000S(720)
State Project Number: 52525

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 **Two Hundred Forty-One Thousand, Eight Hundred and Twenty-Six dollars (\$241,826.00)**. 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,

Project Name: AMATS 2011 LRTP Update
Federal Project Number: STP-000S(720)
State Project Number: 62525

maps, advertising material, and publications produced by the Municipality or its subcontractors under the Agreement shall, at the option of the State, become the 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 2011 LRTP Update
Federal Project Number: STP-0009(720)
State Project Number: 52525

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


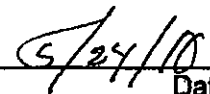
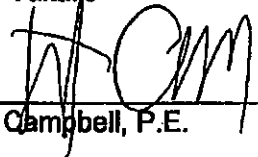
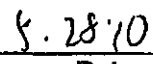
MUNICIPALITY: Vivian Underwood
Traffic Department
Municipality of Anchorage
P.O. Box 196650
Anchorage, Alaska 99519-6650

18. 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.

Project Name: AMATS 2011 LRTP Update
Federal Project Number: STP-000S(720)
State Project Number: 52525

19. 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.
20. 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 cannot be enforced or relied upon by the Municipality unless the waiver is in writing and signed on behalf of the State.
21. This Agreement may be modified or amended by a written Agreement signed by both parties.

APPROVALS:

		
George J. Vakalis	Municipal Manager	Date
		
Robert A. Campbell, P.E.	Director, Design & Construction Central Region	Date

Project Name: AMATS 2011 LRTP Update
Federal Project Number: STP-000S(720)
State Project Number: 52525

APPENDIX A

A. SCOPE OF SERVICES

Background – An update to the Anchorage Metropolitan Area Transportation Solutions, AMATS, Long-Range Transportation Plan (LRTP) is necessary every four years to comply with federal planning requirements. The Anchorage Bowl LRTP was last updated in 2005 and was a major rewrite of the transportation plan, based on the recently adopted Anchorage Bowl Comprehensive Plan. The 2005 LRTP was amended in 2007 to add the Knik Arm Crossing project. The Chugiak – Eagle River LRTP was updated and approved in 2007.

Study Area – This LRTP update will include the geographic area covered by the AMATS Metropolitan Planning Area. The AMATS planning area boundary includes the Anchorage Bowl and the Chugiak – Eagle River areas, but not the Turnagain Arm Communities and Girdwood.

Purpose – In accordance with the AMATS Public Participation Plan, the goal of this project is a timely update of the Long Range Transportation Plan for the AMATS Region. The project will be supervised by the Municipality of Anchorage, and the work will be completed by a Consultant.

The combined LRTP will describe existing conditions; address current and future deficiencies; make recommendations for improvements to roadways, public transportation service, pedestrian and bicycle facilities, and include a financial plan; and will address air quality requirements and SAFETEA-LU planning factors, including public safety and security.

The update will be prepared in accordance with federal requirements, such as demonstration of fiscal constraint, conformity with national air quality standards, and public review and comment. A planning horizon of at least 20 years is expected.

Project Name: **AMATS 2011 LRTP Update**
Federal Project Number: **STP-000S(720)**
State Project Number: **62825**

B. BUDGET

FFY 2010 Funding is reduced by State's ICAP of 3.38%

Contractual Services	\$218,500
MOA Central Services (on Federal funds of \$219,989)	\$9,404
Printing and Binding	\$13,922
	ICAP 3.38%
	\$8,174
TOTAL	\$250,000

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

C. PROJECT SCHEDULE

TORA becomes effective upon FHWA approval and ADOT&PF signing through December 31, 2011.

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.

Project Name: AMATS 2011 LRTP Update
Federal Project Number: STP-000S(720)
State Project Number: 52525

- 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 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.

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.

Content ID: 009128**Type:** AR_FundsApprop - Funds Approp Resolution

A RESOLUTION APPROPRIATING TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS (\$241,826) FROM THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), TO THE STATE DIR/FED PASS-THRU

Title: GRANTS FUND (231), FOR A TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS) 2011 LONG-RANGE TRANSPORTATION PLAN (LRTP) UPDATE IN THE TRANSPORTATION PLANNING DIVISION

Author: stewartrm**Initiating Dept:** Traffic**Description:** TORA Appropriation of \$241,826 for the AMATS 2011 LRTP Update**Keywords:** AMATS LRTP**Date Prepared:** 6/9/10 2:54 PM**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 11:08 AM	Exit	Nina Pruitt	Public	009128
MuniManager_SubWorkflow	6/11/10 11:08 AM	Approve	Nina Pruitt	Public	009128
Finance_SubWorkflow	6/11/10 11:01 AM	Approve	Lucinda Mahoney	Public	009128
OMB_SubWorkflow	6/10/10 1:30 PM	Approve	Cheryl Frasca	Public	009128
OCPD_SubWorkflow	6/10/10 10:34 AM	Approve	Tawny Klebesadel	Public	009128
Traffic_SubWorkflow	6/10/10 7:20 AM	Approve	Robert Kniefel	Public	009128
FundsAppropWorkflow	6/9/10 2:59 PM	Checkin	Renee Stewart	Public	009128