

CLERK'S OFFICE
APPROVED
Date: 8-17-04

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Traffic Department
For Reading: August 3, 2004

ANCHORAGE, ALASKA
AR NO. 2004- 196

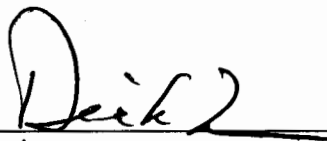
1 A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE APPROPRIATING
2 ONE HUNDRED NINETY-ONE THOUSAND, FIVE HUNDRED AND SEVENTY-
3 ONE DOLLARS (\$191,571), FROM THE STATE OF ALASKA DEPARTMENT OF
4 TRANSPORTATION AND PUBLIC FACILITIES TO THE STATE CATEGORICAL
5 GRANTS FUND (231) FOR THE TRAFFIC DEPARTMENT, TRAFFIC
6 ENGINEERING DIVISION, SIGNAL OPERATIONS SECTION FOR THE TRAFFIC
7 CONTROL AND SIGNALIZATION PROJECT.

8
9
10 THE ANCHORAGE ASSEMBLY RESOLVES:

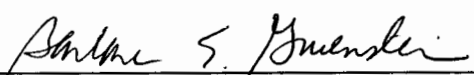
11
12 Section 1. That the sum of One Hundred Ninety-One Thousand, Five
13 Hundred and Seventy-One Dollars (\$191,571) is hereby appropriated from the State of
14 Alaska Department of Transportation and Public Facilities to the State Grants Fund
15 (231) for the Traffic Department, Traffic Engineering Division, Signal Operations
16 Section for the Traffic Control and Signalization Project.

17
18 Section 2. This resolution shall be effective immediately upon passage
19 and approval by the Anchorage Assembly.

20
21 PASSED AND APPROVED by the Anchorage Municipal Assembly this 17th day of
22 August, 2004.

23
24
25 
26 Chair

27
28 ATTEST:

29
30 
31
32 Municipal Clerk

33
34 Department Appropriation:
35 Traffic Department \$ 191,571



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 611 -2004

Meeting Date: August 3, 2004

1 **FROM:** Mayor

2
3 **SUBJECT:** Recommend the Municipality of Anchorage Accept a Transfer of
4 Responsibilities Agreement (TORA) with the State of Alaska
5 Department of Transportation and Public Facilities for One Hundred
6 Ninety-One Thousand, Five Hundred and Seventy-One Dollars
7 (\$191,571) for the Traffic Control and Signalization Project
8

9 The Federal Highway Administration Congestion Mitigation and Air Quality (CMAQ)
10 Program, through the Transportation Improvement Program (TIP), makes funding
11 available for project support of the Anchorage Metropolitan Area Transportation Solutions
12 (AMATS) needs. This project was deemed eligible for support, and is to be awarded in the
13 amount of One Hundred Ninety-One Thousand, Five Hundred and Seventy-One Dollars
14 (\$191,571).
15

16 The Traffic Department is responsible for the operations and maintenance of all of the
17 traffic signals in the Municipality, regardless of ownership. The Signal Operations
18 Section of the Traffic Engineering Division in the Traffic Department is responsible for
19 developing new signal timing programs, reviewing signal plans, evaluating traffic
20 studies, coordinating construction timing, developing new signal standards, and
21 developing new policies and procedures for signal operations and maintenance.
22 Currently there are only two positions in the Signal Operations Section. This funding will
23 be utilized to hire two additional staff positions in that Section.
24

25 The Municipality, through the AMATS Program, intends for this Traffic Control and
26 Signalization Project to become an annually funded project.
27

28 The Federal Highway Administration funds will be administered through the State of
29 Alaska. The Indirect Cost Allocation Program (ICAP) will be deducted from each
30 annual appropriation prior to receipt by the Municipality of Anchorage. The first award
31 of money will be Two Hundred Thousand Dollars (\$200,000). Of this award, the
32 Municipality will receive One Hundred Ninety-One Thousand, Five Hundred and
33 Seventy-One Dollars (\$191,571) following the ICAP deduction.
34

35 <u>Revenues</u>	36 <u>Account Name</u>	37 <u>Amount</u>
38 231-77214G-9398	State Grant Revenue Pass Thru	\$ 191,571

Expenditures

231-77214G-1101	Labor	\$	82,751
231-77214G-2201	Operating Supplies	\$	5,000
231-77214G-3338	Travel/Training	\$	15,000
231-77214G-3805	Dues, Subscription, Membership	\$	1,200
231-77214G-3808	Contractual Services	\$	20,000
231-77214G-5411	Computers	\$	25,000
231-77214G-5603	Machinery & Equipment	\$	25,000
231-77214G-5609	Office Furniture	\$	5,000
231-77214G-6022	Clerk	\$	40
231-77214G-6091	OMB	\$	300
231-77214G-6095	Purchasing	\$	1,030
231-77214G-6103	Central Accounting	\$	5,320
231-77214G-6105	Accounts Payable	\$	1,870
231-77214G-6109	Cash Receipts	\$	20
231-77214G-6110	PS Support	\$	1,670
231-77214G-6104	Payroll	\$	420
231-77214G-6180	Management Services	\$	150
231-77214G-6182	Classification	\$	270
231-77214G-6184	Employee Records	\$	320
231-77214G-6185	Employee Benefits	\$	550
231-77214G-6194	Employment Services	\$	410
231-77214G-6196	Resource Development	\$	100
231-77214G-6197	Affirmative Action	\$	150

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ATTACHED
RESOLUTION APPROPRIATING ONE HUNDRED NINETY-ONE THOUSAND, FIVE
HUNDRED AND SEVENTY-ONE DOLLARS (\$191,571) FOR THE TRAFFIC
CONTROL AND SIGNALIZATION PROJECT.

Prepared by: Glenda J. Radvansky, P.E., Municipal Traffic Engineer

Concur: Lance R. Wilber, Director, Traffic Department

Fund Certification: Jeffery E. Sinz, Chief Fiscal Officer

231-77214G-9398 (\$191,571 BY2004)

Concur: Denis C. LeBlanc, Municipal Manager

Respectfully submitted: Mark Begich, Mayor

Project Name: Traffic Control Signalization

Federal Project Number: TBA

State Project Number: TBA

**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 Glenda Radvansky. The State's coordinator for this Agreement is David Post. Each party agrees to notify the other party of any change in project coordinator.

The total funds to be provided by the State for the Traffic Control Signalization for federal fiscal year 2004, is \$191,571. 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 parties 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.
3. Special account funding for the Municipality shall not exceed a total of **One Hundred Ninety One Thousand Five Hundred Seventy One dollars (\$191,571.00)**. The State and the Municipality agree that any costs for this project in

Project Name: Traffic Control Signalization

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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 if the contractual amount equals or exceeds \$50,000. 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

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subcontractors under the Agreement shall, at the option of the State, become the State's property and the Municipality shall be entitled to receive reasonable 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 and the Federal Highway Administration. 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.
12. Any direct non-salary costs (if allowed) shall be reimbursed at cost; no indirect mark-up is allowable.

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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: Anchorage Area Planner
Department of Transportation & Public Facilities
P.O. Box 196900
Anchorage, Alaska 99519-6900

MUNICIPALITY: Municipality of Anchorage
Traffic Department
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 cannot be enforced or relied upon by the Municipality unless the waiver is in writing and signed on behalf of the State.
19. It is the intent of the State and the Municipality that additional annual TORA's shall be negotiated and entered into by the parties for years 2005, 2006, 2007 and 2008, with the State providing the funding for year 2005 (up to \$300,000. if included in the Transportation Improvement Program). The Municipality shall provide any required matching funding for year 2006 based upon a new TORA consented to and executed by the parties. The State and Municipality shall have until May 2006 to

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negotiate and consent to funding obligations for years 2007 and 2008.

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

APPROVALS:

Denis C. LeBlanc,	Municipal Manager	Date
Steve Horn,	Director, Design & Construction Central Region	Date

Project Name: Tra

Federal Project Nu
State Project Num

APPENDIX A

A. Scope of Services:

Project Description:

Program would provide efficiencies with better/more updated signal timing plans to reduce intersection congestion and improving air quality. Existing corridor studies will be reevaluated and refined. Funding will also support development of a Traffic Management Center. The revised timing plans will include emergency vehicle preemption, where appropriate and possibly incorporate transit priority.

Project Justification:

This would be a new program in the TIP, under the management of the Traffic Department. The program would provide needed funding for equipment and personnel to be more proactive in our efforts to improve the efficiency of our signal timing plans. Improving signal timing is often one of the most effective means of improving air quality by reducing congestion. As the population has increased the need for better traffic signal coordination has increased. This program will allow a more proactive evaluation of traffic corridors to improve signal timing. Reducing congestion will improve the signal operations and response to emergency vehicles and transit.

Signal preemption and priority capabilities will also be evaluated. The program is working with the Anchorage Fire Department to expand local fire department preemption is installed and activated. If instituted, transit priority will allow buses to more consistently maintain their schedule when faced with an intersection causing delay. Traffic signal priority capabilities could allow bus signal timing for a cycle and move through intersections more efficiently.

In addition, the funding would support the development of a Traffic Management Center in the Traffic Department. The Traffic Management Center would be located at a central location for signal timing modifications and monitoring.

The Traffic Control signalization program is anticipated to be an ongoing program starting in federal fiscal year 2004.

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B. Project Schedule:

This TORA is effective July 1, 2004 through December 31, 2005.

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

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. PAYMENT SCHEDULE

Project Name: Traffic Control Signalization

Federal Project Number: TBA

State Project Number: TBA

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 Information**Content ID :** 002018**Type:** AR_FundsApprop - Funds Approp Resolution

CMAQ-TRAFFIC CONTROL & SIGNALIZATION PROJECT

Title: TRANSFER OF RESPONSIBILITIES AGREEMENT WITH THE
STATE OF ALASKA DOT & PF**Author:** stewartrm**Initiating Dept:** Traffic**Review Depts:** MuniManager**Description:** Transfer of Responsibilities Agreement (TORA) with the State of Alaska Department of Transportation and Public Facilities for the Traffic Control and Signalization Project funded under the FHWA Congestion Mitigation and Air Quality (CMAQ) Program**Keywords:** CMAQ, TRAFFIC CONTROL, SIGNALIZATION**Date Prepared:** 7/22/04 8:21 AM**Director Name:** Lance R. Wilber**Assembly****Meeting Date** 8/3/04**MM/DD/YY:****Public Hearing** 8/17/04**Date MM/DD/YY:****Workflow History**

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
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FundsAppropWorkflow	7/22/04 12:49 PM	Reject	wilberlr	Public	002018
FundsAppropWorkflow	7/22/04 1:52 PM	Checkin	stewartrm	Public	002018
Traffic_SubWorkflow	7/22/04 1:55 PM	Approve	wilberlr	Public	002018
FundsAppropWorkflow	7/22/04 5:04 PM	Reject	pearcydl	Public	002018
FundsAppropWorkflow	7/23/04 7:47 AM	Checkin	stewartrm	Public	002018
Traffic_SubWorkflow	7/26/04 5:06 PM	Approve	wilberlr	Public	002018
OMB_SubWorkflow	7/27/04 3:17 PM	Approve	pearcydl	Public	002018
Finance_SubWorkflow	7/28/04 9:13 AM	Approve	sinzje	Public	002018
MuniManager_SubWorkflow	7/29/04 7:32 AM	Approve	leblancdc	Public	002018
MuniMgrCoord_SubWorkflow	7/29/04 8:27 AM	Approve	katkusja	Public	002018