

CLERK'S OFFICE

APPROVED

Date: 9-13-05

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Traffic Department
For Reading: September 13, 2005

ANCHORAGE, ALASKA
No. AR 2005- 228

A RESOLUTION APPROPRIATING FIFTY TWO THOUSAND FIVE HUNDRED THIRTY TWO DOLLARS (\$52,532) FROM A TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) WITH THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (ADOT&PF) AND THE MUNICIPALITY OF ANCHORAGE, AND A MATCH CONTRIBUTION OF FIVE THOUSAND TWO HUNDRED FIFTEEN DOLLARS (\$5,215) FROM THE 2005 TRAFFIC DEPARTMENT OPERATING BUDGET, ANCHORAGE ROADS AND DRAINAGE SERVICE AREA FUND (141), TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS) MOA TRAFFIC COUNT PROGRAM.

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. That the sum of FIFTY TWO THOUSAND FIVE HUNDRED THIRTY TWO DOLLARS (\$52,532) is hereby appropriated from the Transfer of Responsibilities Agreement with the State of Alaska Department of Transportation & Public Facilities and the Municipality of Anchorage to the State Categorical Grants Fund (231) for the AMATS MOA Traffic Count Program.

Section 2. That the sum of FIVE THOUSAND TWO HUNDRED FIFTEEN DOLLARS (\$5,215) is appropriated from the 2005 Traffic Department Operating Budget, Anchorage Roads and Drainage Service Area Fund (141) as a match contribution to the State Categorical Grants Fund (231) for the AMATS MOA Traffic Count Program.

Section 3. This resolution shall be effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Municipal Assembly this 13th day of September, 2005.

Anna J. Fairclough
Chair

ATTEST:

Salma E. Duesch
Municipal Clerk

Department Appropriation:
Traffic Department \$57,747



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 642-2005

Meeting Date: September 13, 2005

FROM: Mayor

SUBJECT: Appropriation of Fifty Two Thousand Five Hundred Thirty Two Dollars (\$52,532) From a State of Alaska Department of Transportation and Public Facilities (ADOT&PF) Transfer of Responsibilities Agreement (TORA) with the Municipality of Anchorage, and a Match Contribution of Five Thousand Two Hundred Fifteen Dollars (\$5,215) from the 2005 Traffic Department Operating Budget, Anchorage Roads and Drainage Service Area Fund (141), to the State Categorical Grants Fund (231) for the Anchorage Metropolitan Area Transportation Solutions (AMATS) Municipality of Anchorage (MOA) Traffic Count Program.

An Assembly Resolution is requested to appropriate fifty two thousand five hundred thirty two dollars (\$52,532) from a State of Alaska Department of Transportation and Public Facilities (ADOT&PF) Transfer of Responsibilities Agreement (TORA) with the Municipality of Anchorage, and a match contribution of five thousand two hundred fifteen dollars (\$5,215) from the 2005 Traffic Department Operating Budget, Anchorage Roads and Drainage Service Area Fund (141), to the State Categorical Grants Fund (231) for the Anchorage Metropolitan Area Transportation Solutions (AMATS) Municipality of Anchorage (MOA) Traffic Count Program. The State of Alaska TORA originates from funds programmed in the AMATS Transportation Improvement Program (TIP), and appropriated by the Legislature for this project.

The AMATS MOA Traffic Count Program provides funding to the Municipal Traffic Department for the collection and database input of information pertaining to pedestrian and vehicular volumes, crashes, and traffic studies. The program includes data collection for 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. The data collection information will not only be used for the studies but will also be published in the Annual Traffic Report.

The required local match of five thousand two hundred fifteen dollars (\$5,215) will be supplied by Traffic Department and has been budgeted in the 2005 Traffic Operating Budget. The TORA is effective through December 31, 2006.

The revenue and expenditures appropriations are as follows:

<u>Revenues</u>	<u>Account Name</u>	<u>Amount</u>
231-77235G-9398	State Grant Revenue-Pass Thru	\$ 52,532
231-77235G-9601	Contributions From Other Funds	\$ 5,215
	Total	\$ 57,747

<u>Expenditures</u>	<u>Account Name</u>	<u>Amount</u>
231-77235G-3101	Professional Services	\$ 55,867
231-77235G-6091	Office of Management & Budget	\$ 330
231-77235G-6095	Purchasing	\$ 130
231-77235G-6103	Finance, Central Accounting	\$ 1,040
231-77235G-6105	Finance, Accounts Payable	\$ 220
231-77235G-6109	Finance, Cash Receipts	\$ 0
231-77235G-6110	PeopleSoft Support	\$ 160
	Total	\$ 57,747

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ATTACHED RESOLUTION APPROPRIATING FIFTY TWO THOUSAND FIVE HUNDRED THIRTY TWO DOLLARS (\$52,532) AND A MATCH CONTRIBUTION OF FIVE THOUSAND TWO HUNDRED FIFTEEN DOLLARS (\$5,215) TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT FROM A STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES TRANSFER OF RESPONSIBILITIES AGREEMENT WITH THE MUNICIPALITY OF ANCHORAGE FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS) MOA TRAFFIC COUNT PROGRAM.

Prepared by:	Lance R. Wilber, Director, Traffic Department
Fund Certification:	Jeffrey E. Sinz, Chief Fiscal Officer
	Total Funds Certified \$57,747
	231-77235G-9398-772350 BP2005 \$52,532
	(2005 AMATS Grant)
	141-7760-3901-776000 BP2005 \$5,215
	(2005 Traffic Operating Budget)
Concur:	Denis C. LeBlanc, Municipal Manager
Respectfully submitted:	Mark Begich, Mayor

Project Name: **AMATS Traffic Counts**
Federal Project Number:
State Project Number: **56479**

**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 Kim Carpenter. The State's coordinator for this Agreement is Sandra Cook. Each party agrees to notify the other party of any change in project coordinator.

The amount of this agreement for the **AMATS MOA Traffic Count Program** is **\$52,532.00** in federal funding plus a local match of **\$5,215.00**. 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.
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 **Fifty-two Thousand Five Hundred Thirty-two dollars (\$52,532.00)**. The State and the Municipality agree that any costs for

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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 State's property and the Municipality shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the

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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.
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: Sandra Cook
Planning
Department of Transportation & Public Facilities
P.O. Box 196900
Anchorage, Alaska 99519-6900

MUNICIPALITY: Kim 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 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.

State Project Number: 56479

Cher Lane

7/11/08

Date _____

[Handwritten signature]

7/15/05

Date _____

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Federal Project Number:
State Project Number: 56479

APPENDIX A

A. Scope of Services

Description

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. Project Schedule:

July 20, 2005

TORA becomes effective upon FHWA approval and ADOT&PF signing through December 31, 2006.

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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: AMATS Traffic Counts
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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.

Content Information**Content ID :** 003205**Type:** AR_FundsApprop - Funds Approp Resolution**Title:** AMATS MOA Traffic Count Program**Author:** stewartrm**Initiating Dept:** Traffic**Description:** AMATS MOA Traffic Count Program TORA with the State of Alaska/Department of Transportation**Keywords:** AMATS, Traffic Count**Date Prepared:** 8/18/05 9:25 AM**Director Name:** Lance R. Wilber**Assembly Meeting Date** 9/13/05
MM/DD/YY:M.O.A.
2005 SEP - 6 PM 3:32
CLERKS OFFICE**Workflow History**

Workflow Name	Action Date	Action	User	Security Group	Content ID
FundsAppropWorkflow	8/18/05 9:28 AM	Checkin	stewartrm	Public	003205
Traffic_SubWorkflow	8/22/05 11:15 AM	Approve	wilberlr	Public	003205
FundsAppropWorkflow	8/23/05 9:42 AM	Reject	mitsonjl	Public	003205
FundsAppropWorkflow	8/23/05 10:35 AM	Checkin	stewartrm	Public	003205
Traffic_SubWorkflow	8/23/05 2:42 PM	Approve	wilberlr	Public	003205
OMB_SubWorkflow	8/25/05 9:23 AM	Approve	mitsonjl	Public	003205
FundsAppropWorkflow	8/25/05 4:49 PM	Reject	richardsdm	Public	003205
FundsAppropWorkflow	8/29/05 2:25 PM	Checkin	stewartrm	Public	003205
Traffic_SubWorkflow	8/29/05 2:51 PM	Approve	wilberlr	Public	003205
OMB_SubWorkflow	8/31/05 10:32 AM	Approve	mitsonjl	Public	003205
Finance_SubWorkflow	9/2/05 9:03 AM	Approve	sinzje	Public	003205
MuniManager_SubWorkflow	9/3/05 10:18 AM	Approve	leblancdc	Public	003205
MuniMgrCoord_SubWorkflow	9/4/05 8:52 PM	Approve	abbottmk	Public	003205