

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Traffic Department
For Reading: October 11, 2005

CLERK'S OFFICE
INTROVED
10-18-05

ANCHORAGE, ALASKA
No. AR 2005- 259

A RESOLUTION APPROPRIATING ONE MILLION THREE HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$1,364,550) FROM A STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (ADOT&PF) TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) WITH THE MUNICIPALITY OF ANCHORAGE TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT FOR THE ON STREET SIGN INVENTORY.

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. That the sum of ONE MILLION THREE HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$1,364,550) is hereby appropriated from a State of Alaska Department of Transportation and Public Facilities (ADOT&PF) Transfer of Responsibilities Agreement with the Municipality of Anchorage to the State Categorical Grants Fund (231) under the Municipal Traffic Department for the On Street Sign Inventory.

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

PASSED AND APPROVED by the Anchorage Municipal Assembly this 18th day of October, 2005.

Anna L. Fairclough
Chair

ATTEST:

Brian S. Jensen
Municipal Clerk

Department Appropriation:
Traffic Department \$1,364,550



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 709 -2005

Meeting Date: October 11, 2005

1 **FROM:** Mayor

2
3 **SUBJECT:** Appropriation of One Million Three Hundred Sixty Four Thousand Five
4 Hundred Fifty Dollars (\$1,364,550) From a State of Alaska Department of
5 Transportation and Public Facilities (ADOT&PF) Transfer of Responsibilities
6 Agreement (TORA) with the Municipality of Anchorage to the State
7 Categorical Grants Fund (231) Under the Municipal Traffic Department for
8 the On Street Sign Inventory.
9

10 An Assembly Resolution is requested to appropriate One Million Three Hundred Sixty Four
11 Thousand Five Hundred Fifty Dollars (\$1,364,550) from a State of Alaska Department of
12 Transportation and Public Facilities (ADOT&PF) Transfer of Responsibilities Agreement
13 (TORA) with the Municipality of Anchorage to the State Categorical Grants Fund (231) under
14 the Municipal Traffic Department for the On Street Sign Inventory. The local match of One
15 Hundred Thirty Five Thousand Four Hundred Fifty Dollars (\$135,450) will be expended in the
16 2004 Traffic CIP. The State of Alaska TORA originates from funds programmed in the AMATS
17 Transportation Improvement Program (TIP), and appropriated by the Legislature for this project.
18

19 The Municipal Traffic Department is responsible under AMC Title 9 for the installation and
20 maintenance of traffic control signs. This responsibility necessitates the need for an accurate
21 inventory of all signage locations and the condition of each in order to allow for an expedient
22 response time to downed, damaged, or missing signs. Damaged signs will be identified and
23 replaced and/or upgraded. The ability to respond quickly and effectively to traffic control
24 replacement needs will improve maintenance tracking and enhance safety for the traveling
25 public.
26

27 This project includes the conduct of an inventory for all on street traffic control signs utilizing
28 GPS technology. Details about each sign will include: GPS coordinates, physical location, sign
29 type and size, condition, direction facing, and post type. A database for this information will be
30 created and eventually made available to the public. This TORA is effective through
31 December 31, 2006.

The revenue and expenditures appropriations are as follows:

<u>Revenues</u>	<u>Account Name</u>	<u>Amount</u>
231-77265G-9398	State Grant Revenue-Pass Thru	\$ 1,364,550

<u>Expenditures</u>	<u>Account Name</u>	<u>Amount</u>
231-77265G-3101	Professional Services	\$ 1,315,110
231-77265G-6091	Office of Management & Budget	\$ 8,600
231-77265G-6095	Purchasing	\$ 3,590
231-77265G-6103	Finance, Central Accounting	\$ 27,140
231-77265G-6105	Finance, Accounts Payable	\$ 5,730
231-77265G-6109	Finance, Cash Receipts	\$ 120
231-77265G-6110	PeopleSoft Support	\$ 4,260
	Total	\$ 1,364,550

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ATTACHED RESOLUTION APPROPRIATING ONE MILLION THREE HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$1,364,550) FROM A STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES TRANSFER OF RESPONSIBILITIES AGREEMENT WITH THE MUNICIPALITY OF ANCHORAGE TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT FOR THE ON STREET SIGN INVENTORY.

Prepared by: Lance R. Wilber, Director, Traffic Department
Fund Certification: Jeffrey E. Sinz, Chief Fiscal Officer
Total Funds Certified \$1,364,550
231-77265G-9398-772650 BP 2005 \$1,364,550
(2005 AMATS TIP Grant)
Concur: Denis C. LeBlanc, Municipal Manager
Respectfully submitted: Mark Begich, Mayor

Project Name: On Street Sign Inventory
Federal Project Number:
State Project Number: ~~58622~~ 58264

**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 Lee Coop. 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 On Street Sign Inventory is **\$1,364,550.00** in federal funding plus a local match of **\$135,450.00**. 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 **One million Three Hundred Sixty-**

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Four Thousand Five Hundred Fifty dollars (\$1,364,550.00). 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

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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. The State of Alaska DOT&PF Internal Review Section may audit this project. 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.

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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: 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.

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

APPROVALS:




7/15/05

Denis C. LeBlanc

Municipality Manager

Date



7/25/05

Steven R. Horn, P.E.

Director, Design & Construction
Central Region

Date

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APPENDIX A

A. Scope of Services

Background

The Municipality of Anchorage Traffic Department installs and maintains all traffic control signs at the following locations:

- Within all Municipal right-of-way,
- All school zones – within both Municipal and State right-of-way,
- All signalized locations – within both Municipal and State right-of-way,
- As well as within the Central Business District in relation to parking within both Municipal and State right-of-way.

In relation to the responsibility to install and maintain these traffic control signs is the need to provide an inventory of signs and their location. An inventory allows for a review of what signs are in place and the condition of the sign. An accurate inventory allows for quicker response when a sign is knocked down, damaged, destroyed, or missing by allowing maintenance crews to confirm the type and location of the missing sign. A quicker response and accurate replacement enhances safety to the traveling public for safety critical traffic control.

Currently outdated paper files are used. The system is obsolete and in desperate need of update to fill the multitude of missing data. In light of the existing situation, it has become imperative to replace our system with one that is better equipped to meet our current and future needs. This is important for data integrity, usefulness, and compliance with Title 9 requirements.

Scope of Services

This project will conduct an inventory of all on-street traffic control signs. The overall objective of this effort is to provide the Municipality with a computerized database inventory of all traffic control sign locations. The inventory will involve locating each sign by GPS coordinates as well as collecting other information about each sign. Some of the required data which will be collected includes:

- GPS coordinates
- Physical location

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- Sign type and size
- Condition
- Direction facing
- Post type

The collected data will be placed in a database. The new database will be updated daily by requiring all new installations and maintenance activities to be done utilizing the database. The database will improve response time to citizen concerns through added e-government capabilities (web and GIS interface), online citizen access to data, improved maintenance tracking and replacement of safety critical signs. Transportation planners, traffic engineers, public safety officials and agencies, civil engineers, consultants, insurance companies, attorneys, and private citizens will utilize the database.

B. Project Schedule:

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.

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B. 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.

Content Information**Content ID :** 003299**Type:** AR_FundsApprop - Funds Approp Resolution**Title:** On Street Sign Inventory**Author:** stewartrm**Initiating Dept:** Traffic**Description:** Transfer of Responsibilities Agreement between the State of Alaska/Department of Transportation & Public Facilities, and the Municipal Traffic Department for an On Street Sign Inventory**Keywords:** On Street Sign Inventory**Date Prepared:** 9/19/05 4:23 PM**Director Name:** Lance R. Wilber**Assembly Meeting**
Date MM/DD/YY: 10/11/05**Public Hearing**
Date MM/DD/YY: 10/18/05**Workflow History**

<u>Workflow Name</u>	<u>Action Date</u>	<u>Action</u>	<u>User</u>	<u>Security Group</u>	<u>Content ID</u>
FundsAppropWorkflow	9/19/05 4:29 PM	Checkin	stewartrm	Public	003299
Traffic_SubWorkflow	9/21/05 1:42 PM	Approve	wilberlr	Public	003299
OMB_SubWorkflow	9/22/05 10:48 AM	Approve	mitsonjl	Public	003299
Finance_SubWorkflow	9/30/05 1:11 PM	Approve	sinzje	Public	003299
MuniManager_SubWorkflow	9/30/05 1:19 PM	Approve	abbottmk	Public	003299
MuniMgrCoord_SubWorkflow	9/30/05 1:20 PM	Approve	abbottmk	Public	003299

M.O.A.
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CLERKS OFFICE