

Submitted by: Chair of the Assembly  
at the Request of the Mayor  
Prepared by: Traffic Department  
For Reading: May 1, 2007

CLERK'S OFFICE

APPROVED

Date: 5-15-07

ANCHORAGE, ALASKA  
AR NO. 2007- 115

1 A RESOLUTION APPROPRIATING TWO HUNDRED THIRTY TWO THOUSAND EIGHTY  
2 EIGHT DOLLARS (\$232,088) FROM A STATE OF ALASKA DEPARTMENT OF  
3 TRANSPORTATION & PUBLIC FACILITIES (ADOT&PF) TRANSFER OF  
4 RESPONSIBILITIES AGREEMENT (TORA) WITH THE MUNICIPALITY OF ANCHORAGE  
5 (MOA) TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MOA  
6 TRAFFIC DEPARTMENT FOR THE ANCHORAGE BIKE AND PEDESTRIAN SAFETY  
7 CAMPAIGN.

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10 THE ANCHORAGE ASSEMBLY RESOLVES:

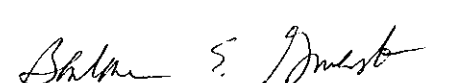
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12 Section 1. That the sum of TWO HUNDRED THIRTY TWO THOUSAND  
13 EIGHTY EIGHT DOLLARS (\$232,088) is hereby appropriated from the State of Alaska  
14 Department of Transportation and Public Facilities (ADOT&PF) to the State Categorical Grants  
15 Fund (231) under the Municipal Traffic Department for the Anchorage Bike and Pedestrian  
16 Safety Campaign.

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

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21 PASSED AND APPROVED by the Anchorage Municipal Assembly this 15<sup>th</sup> day of  
22 May, 2007.

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Chair 

ATTEST:

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32 Municipal Clerk

36 Department Appropriation:  
37 Traffic Department \$232,088



# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

No. AM 300 -2007

**Meeting Date:** May 1, 2007

**FROM:** Mayor

**SUBJECT:** Appropriation of Two Hundred Thirty Two Thousand Eighty Eight Dollars (\$232,088) From a State of Alaska Department of Transportation and Public Facilities (ADOT&PF) Transfer of Responsibilities Agreement (TORA) with the Municipality of Anchorage (MOA) to the State Categorical Grants Fund (231) Under the MOA Traffic Department for the Anchorage Bike and Pedestrian Safety Campaign.

An Assembly Resolution is requested to appropriate Two Hundred Thirty Two Thousand Eighty Eight Dollars (\$232,088) from a State of Alaska Department of Transportation and Public Facilities (ADOT&PF) Transfer of Responsibilities Agreement (TORA) with the Municipality of Anchorage (MOA) to the State Categorical Grants Fund (231) under the MOA Traffic Department for the Anchorage Bike and Pedestrian Safety Campaign. The State of Alaska TORA originates from funds programmed in the Anchorage Metropolitan Area Transportation Solutions (AMATS) Transportation Improvement Program (TIP), and appropriated by the Legislature for this project. The required local match of \$23,930 will be funded with the Traffic Department CIP. This TORA is effective through September 30, 2008.

The overall goal of the program is to reduce the annual number of pedestrian and bicycle accidents in the Anchorage area by at least 20% during the first year of the program. The ADOT&PF Pedestrian and Bicycle Collisions with Motor Vehicles in Anchorage Report has identified that we annually have over 200 pedestrian and bicycle crashes with motor vehicles. This effort will include lighting, education, and enforcement tasks that address pedestrian visibility, selective enforcement at high pedestrian/bicycle accident locations, updated school pedestrian and bicycle safety programs.

The budget detail is as follows:

Revenues	Account Name	Amount
231-77227G-9398	State Grant Revenue-Pass Thru	\$ 232,088
	Total	\$ 232,088

Expenditures	Account Name	Amount
231-77227G-1201	APD Traffic Unit	\$ 35,000
231-77227G-3101	Professional Services	\$ 132,293
231-77227G-2201	Operating Supplies	\$ 10,565
231-77227G-3841	Administrative Overhead	\$ 29,900
231-77227G-6778	Traffic Safety	\$ 19,400
231-77227G-6022	Clerk	\$ 60
231-77227G-6061	OEO	\$ 30
231-77227G-6091	Office of Management & Budget	\$ 220
231-77227G-6095	Purchasing	\$ 950
231-77227G-6103	Finance Reporting	\$ 2,790
231-77227G-6105	Accounts Payable	\$ 400
231-77227G-6109	Cash Receipts	\$ 20
231-77227G-6110	PS Support	\$ 460
	Total	\$ 232,088

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ATTACHED RESOLUTION APPROPRIATING TWO HUNDRED THIRTY TWO THOUSAND EIGHTY EIGHT DOLLARS (\$232,088) FROM A STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (ADOT&PF) TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) WITH THE MUNICIPALITY OF ANCHORAGE (MOA) TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MOA TRAFFIC DEPARTMENT FOR THE ANCHORAGE BIKE AND PEDESTRIAN SAFETY CAMPAIGN.

Prepared by: Lance R. Wilber, Director, Traffic Department  
Fund Certification: Jeffrey E. Sinz, Chief Fiscal Officer  
Total Funds Certified \$232,088  
231-77227G-9398-772270 BP 2007 \$232,088  
(2007 Federal Highway Grant)  
Concur: Denis C. LeBlanc, Municipal Manager  
Respectfully submitted: Mark Begich, Mayor

Project Name: Anchorage Bike and  
Pedestrian Safety Campaign  
Federal Project Number: CM-0001(194)  
State Project Number: 54439

**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 Robert Kniefel. 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 Anchorage Bike and Pedestrian Safety Campaign is **\$232,088.00** in federal funding plus **\$23,930.00** in local match. The local match includes a \$892 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. 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

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Municipality shall not exceed a total of **Two Hundred Thirty-Two Thousand and Eighty-Eight Dollars (\$232,088.00)**. 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 State's property and the Municipality shall be entitled to receive just and equitable

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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.
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:


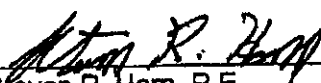
STATE: Mark Parmelee  
Planning  
Department of Transportation & Public Facilities  
P.O. Box 196900  
Anchorage, Alaska 99519-6900

MUNICIPALITY: Robert Kniefel  
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.

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APPROVALS:

	3/16/07	
Denis C. LeBlanc	Municipality Manager	Date
	3/12/07	
Steven R. Horn, P.E.	Director, Design & Construction Central Region	Date



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## APPENDIX A

### A. Scope of Services

Project will develop and implement a pedestrian/bicycle/vehicle safety program that includes education, enforcement, encouragement and evaluation elements. Through a cooperative effort and funding sharing with the Anchorage School District, the Anchorage Police Department and the Alaska Injury Prevention Center, the goal of the program is a 20% reduction in the number of vehicle crashes with pedestrians and bicycles. The bicycle safety component will include a safety brochure, safety promotion during May, National Bike Month, and update and implement the School Bicycle/Pedestrian Safety Program. The approach for pedestrian safety will be to promote the visibility of pedestrians, a media campaign to watch for mid-block crossing pedestrians and implementation of accessible pedestrian signals at top crash locations. The emphasis for vehicle safety will be to reduce right turn on red crashes through a media campaign focused on vehicle drivers and a selective enforcement program at top crash intersections.

### B. Budget

\$265,000 project is reduced by State's ICAP of 3.87%

\$232,088 = available federal amount  $[(265,000 \times 90.97\%) + 1.0387]$ .

\$23,038 = available local match  $[(265,000 \times 9.03\%) + 1.0387]$ .

\$255,126 = Total amount available for the project

The Municipality's total local match is \$23,930 (\$23,038 + \$892 for ICAP)

1. Contractual Services	\$132,293
2. MOA Personnel Costs (Traffic and APD)	\$72,000
3. Equipment and Supplies	\$10,489
4. MOA Overhead on Contractual	\$29,900
5. MOA Central Service Agency Support	\$10,444
<b>TOTAL</b>	<b>\$255,126</b>

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

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C. Project Schedule:

TORA is effective upon FHWA approval and the Department's signature through September 30, 2008.

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

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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

Billing and Local Match Procedure (if applicable)

Municipal billings will include all expenditures for any given quarter. The Department will pay 100% of the quarterly expenditures and bill the Municipality for 9.03% for local match for that quarter. The billing will also include indirect costs (ICAP) on the local match portion for the quarter. The current ICAP rate is 3.87%. The ICAP rate is subject to change every state fiscal year.

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 :** 004955**Type:** AR\_FundsApprop - Funds Approp Resolution**Title:** Anchorage Bike & Pedestrian Safety Campaign TORA**Author:** maglaquijp**Initiating Dept:** Traffic**Description:** Anchorage Bike and Pedestrian Safety Campaign TORA with ADOT&PF in the amount of \$232,088**Keywords:** Pedestrian Safety**Date Prepared:** 4/3/07 8:25 AM**Director Name:** Lance Wilber**Assembly Meeting Date:** 5/1/07**Public Hearing Date:** 5/15/07**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	4/3/07 8:29 AM	Checkin	stewartrm	Public	004955
Traffic_SubWorkflow	4/3/07 2:12 PM	Approve	wilberlr	Public	004955
OMB_SubWorkflow	4/5/07 1:55 PM	Approve	mitsonjl	Public	004955
Finance_SubWorkflow	4/9/07 12:57 PM	Approve	sinzje	Public	004955
MuniManager_SubWorkflow	4/9/07 1:14 PM	Checkin	maglaquijp	Public	004955
MuniManager_SubWorkflow	4/22/07 10:14 AM	Approve	leblancdc	Public	004955
MuniMgrCoord_SubWorkflow	4/22/07 3:23 PM	Approve	abbottmk	Public	004955

CLERK'S OFFICE

2007 APR 24 AM 10:10

M.O.A.