

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Traffic Department
For Reading: July 17, 2007

CLERK'S OFFICE

APPROVED

Date: 7-17-07 ANCHORAGE, ALASKA
AR NO. 2007-170

A RESOLUTION APPROPRIATING EIGHTY-SEVEN THOUSAND FOUR HUNDRED NINETY-SIX DOLLARS (\$87,496) 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 NINE THOUSAND THIRTY DOLLARS (\$9,030) FROM THE 2007 PUBLIC TRANSPORTATION DEPARTMENT OPERATING BUDGET IN THE AREAWIDE GENERAL FUND (101), TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT FOR THE DEVELOPMENT OF THE TRAVEL OPTIONS PROGRAM.

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. That the Municipality of Anchorage (MOA) is authorized to enter into a Transfer of Responsibilities Agreement with the State of Alaska, Department of Transportation and Public Facilities (ADOT&PF), for a sum of Eighty-Seven Thousand Four Hundred Ninety-Six Dollars (\$87,496) for the development of a Travel Options Program.

Section 2. That the sum of Eighty-Seven Thousand Four Hundred Ninety-Six Dollars (\$87,496) is hereby appropriated from the Transfer of Responsibilities Agreement (TORA) with the State of Alaska, Department of Transportation and Public Facilities (ADOT&PF) to the State Categorical Grants Fund (231) for the development of a Traveler Options Program.

Section 3. That the sum of Nine Thousand Thirty Dollars (\$9,030) is hereby appropriated as a contribution from the 2007 Public Transportation Operating Budget, Areawide General Fund (101), to the State Categorical Grants Fund (231) to serve as the required local match.

Section 4. This resolution shall be effective immediately upon passage and approval by the Anchorage Assembly.

PASSED AND APPROVED by the Anchorage Municipal Assembly this 17th day of July, 2007.

Chair

ATTEST:

[Signature]
Municipal Clerk

Department Appropriation:
Traffic Department \$96,526



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 433 -2007

Meeting Date: July 17, 2007

From: Mayor

Subject: Appropriation of Eighty-Seven Thousand Four Hundred Ninety-Six Dollars (\$87,496) 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 Nine Thousand Thirty Dollars (\$9,030) From the 2007 Public Transportation Department Operating Budget In the Areawide General Fund (101), to the State Categorical Grants Fund (231) Under the Municipal Traffic Department for the Development of the Travel Options Program.

The purpose of this memorandum is to request Assembly approval and appropriation of a Transfer of Responsibilities Agreement (TORA) in the amount of Eighty-Seven Thousand Four Hundred Ninety-Six Dollars (\$87,496) with the State of Alaska, Department of Transportation and Public Facilities, as funded by the Federal Highway Administration. The required local match of Nine Thousand Thirty Dollars (\$9,030) will be provided as a contribution from the 2007 Public Transportation Department Operating Budget in the Areawide General Fund (101).

The Anchorage Long-Range Transportation Plan has identified the need to expand the range of existing congestion management programs that encourage commuters and other users of the transportation system to shift from single occupancy vehicles to other modes of transportation. This TORA will provide funds to conduct research and evaluate the potential effectiveness of new travel demand initiatives.

The budget detail is as follows:

<u>Revenue</u>	<u>Account Name</u>	<u>Amount</u>
231-77217G-9398	State Grant Revenue-Pass Thru	\$87,496
231-77217G-9601	Contributions From Other Funds	\$ 9,030
	Total	\$96,526

<u>Expenditures</u>	<u>Account Name</u>	<u>Amount</u>
231-77217G-2101	Office Supplies	\$ 1,500
231-77217G-3101	Professional Services	\$92,906
231-77217G-3803	Printing and Binding	\$ 500
231-77217G-6022	Clerk	\$ 11
231-77217G-6061	OEO	\$ 12
231-77217G-6091	Office of Management & Budget	\$ 79
231-77217G-6095	Purchasing	\$ 252
231-77217G-6103	Central Accounting	\$ 865
231-77217G-6105	Accounts Payable	\$ 130
231-77217G-6109	Cash Receipts	\$ 7
231-77217G-6110	PS Support	<u>\$ 264</u>
	Total	\$96,526

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ATTACHED RESOLUTION APPROPRIATING EIGHTY-SEVEN THOUSAND FOUR HUNDRED NINETY-SIX DOLLARS (\$87,496) 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 NINE THOUSAND THIRTY DOLLARS (\$9,030) FROM THE 2007 PUBLIC TRANSPORTATION DEPARTMENT OPERATING BUDGET IN THE AREAWIDE GENERAL FUND (101), TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT FOR THE DEVELOPMENT OF THE TRAVEL OPTIONS PROGRAM.

Prepared by: Jon R. Spring, Senior Transportation Planner
Concur: Lance R. Wilber, AICP, Director, Traffic Department
Concur: Jody M. Karcz, Director of Public Transportation
Fund Certification: Jeffrey E. Sinz, Chief Fiscal Officer
Total Funds Certified \$96,526
231-77217G-9398-772170 BP 2007 \$87,496
(2007 Federal Highway Grant)
101-6140-3901-614000 BP 2007 \$9,030
(2007 Public Transportation Operating Budget)
Concur: Denis C. LeBlanc, Municipal Manager
Respectfully submitted: Mark Begich, Mayor

Project Name: Travel Options
Program
Federal Project Number:
State Project Number: 50895

**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 Jon Spring. 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 Travel Options Program is **\$87,496.00** in federal funding plus **\$9,030.00** in local match. The local match includes a \$345 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 Municipality shall not exceed a total of **Eighty-Seven Thousand, Four Hundred**

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and Ninety-Six Dollars (\$87,496.00). 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 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.
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

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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: Jon Spring
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:

 5/31/07

Denis C. LeBlanc Municipality Manager Date

 06.14.07

Steven R. Horn, P.E. Director, Design & Construction Date
Central Region

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APPENDIX A

A. Scope of Services

The Anchorage Long-Range Transportation Plan has identified the need to expand the range of existing congestion management programs that encourage commuters and other users of the transportation system to shift from single occupancy vehicles to other modes of transportation. At the present time there is no entity responsible for the design, development and execution of new travel demand initiatives. The Travel Options Program is designed to fill this gap in the organizational structure of AMATS

Administrative oversight will be performed by the Municipality of Anchorage. The Municipality of Anchorage staff will work with the selected contractor to identify new travel option programs to research. The contractor entity will then proceed with program research, market analysis, and evaluation. Final reports including the above described analysis as well as recommendations for implementation will be delivered to AMATS staff for their review and comment. If staff concurs that the program is worth pursuing, the contractor entity will then be directed to begin the program design and development stage with the objective of advancing the project to such a degree that it is ready for implementation and funding through the AMATS Transportation Improvement Program process.

The initial list of candidate programs for evaluation will be taken from the Anchorage Long-Range Transportation Plan (adopted December 2005). Examples of projects identified in the Plan include the walking school bus program and the guaranteed ride home program. Additional programs to be analyzed may be identified through research conducted by the Municipality of Anchorage or the contractor entity.

The Travel Options Program is anticipated to be a three year program pursuant to the obligation of funding in 2008 and 2009.

B. Budget

\$100,000 funding for 2007 is reduced by State's ICAP of 3.97%

\$87,496 = available federal amount $[(100,000 \times 90.97\%) \div 1.0397]$.

\$8,685 = available local match $[(100,000 \times 9.03\%) \div 1.0397]$.

\$96,181 = Total amount available for the project

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The Municipality's total local match is \$9,030 (\$8,685 + \$345 for ICAP)

2007 Budget

Professional Services	\$90,000
MOA Personnel Services (Wages, salaries and benefits)	\$ 4,562
MOA Central Services	\$ 1,619
TOTAL AVAILABLE FUNDS	\$96,181

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

C. Project Schedule:

TORA is effective upon FHWA approval and the Department's signature through June 30, 2010.

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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 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 3.97%. 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 :** 005210**Type:** AR_FundsApprop - Funds Approp Resolution**Title:** Travel Options Program TORA**Author:** stewartrm**Initiating Dept:** Traffic**Review Depts:** Transit**Description:** Travel Options Program TORA from a 2007 FHWA grant through the State DOT&PF**Keywords:** Travel**Date Prepared:** 6/25/07 10:45 AM**Director Name:** Lance R. Wilber**Assembly Meeting Date** 7/17/07
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>
FundsAppropWorkflow	6/25/07 11:10 AM	Checkin	stewartrm	Public	005210
FundsAppropWorkflow	6/25/07 11:16 AM	Reject	wilberlr	Public	005210
FundsAppropWorkflow	6/25/07 11:33 AM	Checkin	stewartrm	Public	005210
Traffic_SubWorkflow	6/25/07 5:14 PM	Approve	wilberlr	Public	005210
Transit_SubWorkflow	6/26/07 8:24 AM	Approve	karczjm	Public	005210
OMB_SubWorkflow	7/6/07 9:44 AM	Approve	mitsonjl	Public	005210
Finance_SubWorkflow	7/6/07 3:27 PM	Approve	mitsonjl	Public	005210
MuniManager_SubWorkflow	7/6/07 3:47 PM	Approve	hensleymb	Public	005210
MuniMgrCoord_SubWorkflow	7/6/07 3:47 PM	Approve	hensleymb	Public	005210

M.O.A.
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