

Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Traffic Department
For Reading: November 13, 2007

CLERK'S OFFICE

APPROVED

Date: 11-27-07

ANCHORAGE, ALASKA

AR NO. 2007- 254

1 A RESOLUTION APPROPRIATING TWO HUNDRED SIXTY TWO THOUSAND
2 FOUR HUNDRED EIGHTY NINE DOLLARS (\$262,489) FROM A TRANSFER OF
3 RESPONSIBILITIES AGREEMENT (TORA) BETWEEN THE STATE OF ALASKA
4 DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (ADOT&PF) AND THE
5 MUNICIPALITY OF ANCHORAGE (MOA) TO THE STATE CATEGORICAL GRANTS
6 FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT FOR THE TRAFFIC
7 CONTROL SIGNALIZATION 07-09 PROJECT.

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10 THE ANCHORAGE ASSEMBLY RESOLVES:

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12 Section 1. That the sum of Two Hundred Sixty Two Thousand Four
13 Hundred Eighty Nine Dollars (\$262,489) is hereby appropriated from a Transfer of
14 Responsibilities Agreement (TORA) between the State of Alaska Department of
15 Transportation and Public Facilities (ADOT&PF) and the Municipality of Anchorage
16 (MOA) to the State Grants Fund (231) under the Traffic Department for the Traffic
17 Control Signalization 07-09 Project.

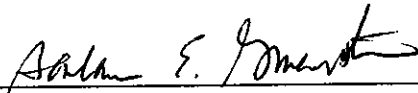
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19 Section 2. This resolution shall be effective immediately upon passage
20 and approval by the Anchorage Assembly.

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22 PASSED AND APPROVED by the Anchorage Municipal Assembly this 27th day of
23 November, 2007.

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Chair

ATTEST:

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33 Municipal Clerk

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35 Department Appropriation:
36 Traffic Department \$262,489



MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 696 -2007

Meeting Date: November 13, 2007

FROM: Mayor

SUBJECT: Appropriation of Two Hundred Sixty Two Thousand Four Hundred Eighty Nine Dollars (\$262,489) From a Transfer of Responsibilities Agreement (TORA) Between the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) and the Municipality of Anchorage (MOA) to the State Categorical Grants Fund (231) Under the Municipal Traffic Department for the Traffic Control Signalization 07-09 Project.

An Assembly Resolution is requested to appropriate Two Hundred Sixty Two Thousand Four Hundred Eighty Nine Dollars (\$262,489) from a Transfer of Responsibilities Agreement (TORA) between the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) and the Municipality of Anchorage (MOA) to the State Categorical Grants Fund (231) under the Municipal Traffic Department for the Traffic Control Signalization 07-09 Project. The Federal Highway Administration Congestion Mitigation and Air Quality (CMAQ) Program, through the Transportation Improvement Program (TIP), makes funding available for project support of the Anchorage Metropolitan Area Transportation Solutions (AMATS) needs. This on-going project was deemed eligible for continued support in the amount of Three Hundred Thousand Dollars (\$300,000) before the Indirect Cost Allocation Program (ICAP) deduction.

The Traffic Department is responsible for the operation and maintenance of all of the traffic signals in the Municipality, regardless of ownership. The Signal Operations Section of the Traffic Engineering Division in the Traffic Department is responsible for developing new signal timing programs, reviewing signal plans, evaluating traffic studies, coordinating construction timing, developing new signal standards, and developing new policies and procedures for signal operations and maintenance. This funding will continue to be utilized to fund two staff positions in that Section.

The Municipality, through the AMATS Program, intends for the Traffic Control Signalization Project to continue to be an annually funded project. This is the fourth year that the Municipality has received these funds.

The Federal Highway Administration funds will be administered through the State of Alaska. The ICAP will be deducted from each annual appropriation prior to receipt by the Municipality of Anchorage. The Municipality will receive Two Hundred Sixty Two Thousand Four Hundred Eighty Nine Dollars (\$262,489) following the ICAP deduction. A local match requirement of Twenty Seven Thousand Ninety Dollars (\$27,090) will be funded with the Traffic Department CIP. This TORA is effective through December 31, 2009.

The budget detail is as follows:

Revenues	Account Name	Amount
231-77214G-9398	State Grant Revenue-Pass Thru	\$ 262,489

Expenditures	Account Name	Amount
231-77214G-1101	Straight Time-Labor	\$ 130,000
231-77214G-2201	Operating Supplies	\$ 118,000
231-77214G-3338	Travel/Training	\$ 5,000
231-77214G-3805	Dues, Subscription, Membership	\$ 250
231-77214G-5411	Computer HW Purch>1000	\$ 3,216
231-77214G-6022	Clerk	\$ 34
231-77214G-6061	OEO	\$ 37
231-77214G-6091	Office of Management & Budget	\$ 236
231-77214G-6095	Purchasing	\$ 756
231-77214G-6103	Finance, Financial Reporting	\$ 2,594
231-77214G-6105	Finance, Accounts Payable	\$ 389
231-77214G-6109	Finance, Cash Receipts	\$ 22
231-77214G-6110	PeopleSoft Support	\$ 792
231-77214G-6104	Payroll	\$ 249
231-77214G-6181	Employee Services	\$ 375
231-77214G-6198	Personnel Admin	\$ 539
	Total	\$ 262,489

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ATTACHED RESOLUTION APPROPRIATING TWO HUNDRED SIXTY TWO THOUSAND FOUR HUNDRED EIGHTY NINE DOLLARS (\$262,489) FROM A TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) BETWEEN THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (ADOT&PF) AND THE MUNICIPALITY OF ANCHORAGE (MOA) TO THE STATE CATEGORICAL GRANTS FUND (231) UNDER THE MUNICIPAL TRAFFIC DEPARTMENT FOR THE TRAFFIC CONTROL SIGNALIZATION 07-09 PROJECT.

Prepared by: Lance R. Wilber, Director, Traffic Department
Fund Certification: Sharon Weddleton, CFO
Total Funds Certified \$262,489
231-77214G-9398-772142 BP 2007 \$262,489
(2007 Federal Highway Grant)
Concur: Denis C. LeBlanc, Municipal Manager
Respectfully submitted: Mark Begich, Mayor

Project Name: Traffic Control
Signalization 07-09
Federal Project Number: CM-0005(615)
State Project Number: 51022

**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 John Crapps. 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 **Traffic Control Signalization 07-09** is **\$262,489.00** in federal funding plus **\$27,090.00** in local match. The local match includes a \$1,034 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. This program contains Intelligent Transportation Systems, ITS, elements and the Municipality shall perform a systems engineering analysis that meets requirements within 23 CFR Part 940.11.

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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 **Two Hundred Sixty-Two Thousand, Four Hundred, and Eighty-Nine Dollars (\$262,489.00)**. 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

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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 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

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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 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: John Crapps
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

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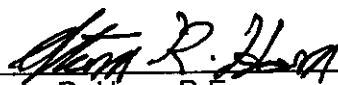
not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Municipality unless the waiver is in writing and signed on behalf of the State.

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

APPROVALS:



Denis C. LeBlanc Municipality Manager 9/14/07 Date



Steven R. Horn, P.E. Director, Construction and Operations 9/25/07 Date
Central Region

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APPENDIX A

A. Scope of Services

Background:

The Traffic Control Signalization Program supports funding equipment and personnel to increase efficiencies with better/more updated signal timing plans to address intersection congestion and improving air quality. Existing corridor timing plans are reevaluated and refined. The project has set up Syncro files for all signals in the system and timing changes have been made to the Central Business District, Lake Otis Parkway, south Anchorage, Midtown, Eagle River, Tudor Road and Boniface, and Muldoon Road. Traffic monitoring equipment has been installed at the Lake Otis and Tudor intersection.

Traffic Control Signalization 07-09:

The Traffic Control Signalization Program will continue to refine traffic signals within the Municipality of Anchorage through support of staff positions and improvements to the Traffic Control Center. In this phase the program will pursue a communication upgrade and install additional traffic monitoring cameras in the Anchorage Bowl. The project will complete the RFP process to select new software to replace the 1995 Windows NT version. This process will include selecting an updated signal controller. The project will purchase a video display system for the Traffic Management Center (TMC) to accommodate the new cameras.

B. Budget

FFY 2007 Funding - \$300,000 reduced by State's ICAP of 3.97%

\$262,489 = available federal amount $[(\$300,000 \times 90.97\%) \div 1.0397]$.

\$26,056 = available local match $[(\$300,000 \times 9.03\%) \div 1.0397]$.

\$288,545 = Total amount available for the project

The Municipality's total local match is \$27,090 (\$26,056 + \$1,034 for ICAP)

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EXPENDITURES	BUDGET
MOA Personnel Costs	\$ 132,039
Equipment	\$150,000
MOA Indirect Charges	\$ 6,506
Total – Available Federal & Local Match Funds	\$ 288,545
REVENUES	
Available Federal Funds	\$ 262,489
Available Local Match	\$ 26,056
Total – Available Federal Funds & Local Match	\$ 288,545
ADOT&PF ICAP (\$10,421 Federal + \$1,034 Local)	\$11,455
TOTAL	\$ 300,000

C. Project Schedule:

This TORA is effective upon FHWA approval, the Municipality's signature and the Department's signature through December 31, 2009. This project is to supersede agreement AKSAS # 54920. Following the closure AKSAS #54920 all Traffic Control Signalization funds remaining from AKSAS #54920 will be amended into this project.

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 :** 005664**Type:** AR_FundsApprop - Funds Approp Resolution**Title:** Traffic Control Signalization 07-09 TORA**Author:** stewartrm**Initiating Dept:** Traffic**Description:** Traffic Control Signalization 07-09 TORA utilizing CMAQ funding**Keywords:** CMAQ**Date Prepared:** 10/31/07 8:49 AM**Director Name:** Lance R. Wilber**Assembly Meeting Date:** 11/13/07**Public Hearing Date:** 11/27/07

M.O.A.
 2007 NOV -5 AM 10:53
 CLERK'S OFFICE

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	10/31/07 8:54 AM	Checkin	stewartrm	Public	005664
Traffic_SubWorkflow	11/1/07 9:14 AM	Approve	wilberlr	Public	005664
OMB_SubWorkflow	11/2/07 8:56 AM	Approve	mitsonjl	Public	005664
Finance_SubWorkflow	11/2/07 3:35 PM	Approve	weddletonsb	Public	005664
MuniManager_SubWorkflow	11/2/07 3:38 PM	Approve	leblancdc	Public	005664
MuniMgrCoord_SubWorkflow	11/2/07 4:49 PM	Approve	maglaquijp	Public	005664