

CLERK'S OFFICE
APPROVED

Date: 8-31-10

ANCHORAGE, ALASKA
AR No. 2010-238

Submitted by: Chair of the Assembly at the
Request of the Mayor

Prepared by: Traffic Department

For reading: August 17, 2010

A RESOLUTION APPROPRIATING TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS (\$241,826) FROM THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), TO THE STATE DIR/FED PASS-THRU GRANTS FUND (231), FOR A TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS) CONGESTION MITIGATION AND AIR QUALITY (CMAQ) TRAFFIC CONTROL SIGNALIZATION 10-12 PROJECT IN THE TRAFFIC ENGINEERING DIVISION.


WHEREAS, the TORA for the AMATS CMAQ Traffic Control Signalization 10-12 Project, executed on July 27, 2010, provides funding for the updated signal timing plans to address intersection congestion and improving air quality as well as for emergency vehicle pre-emption and transit priority systems [Exhibit A]; now, therefore,

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The sum of Two Hundred Forty-One Thousand Eight Hundred Twenty-Six Dollars (\$241,826) is hereby appropriated from the DOT&PF to the State Dir/Fed Pass-Thru Grants Fund (231), for a TORA for the AMATS CMAQ Traffic Control Signalization 10-12 project in the Traffic Engineering Division.

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

PASSED AND APPROVED by the Anchorage Assembly this 31st day of August, 2010.


Chair of the Assembly

ATTEST:


Municipal Clerk

Department of Appropriation:
Traffic Department \$241,826

MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

AM No. 441-2010

Meeting Date: August 17, 2010

From: MAYOR

Subject: A RESOLUTION APPROPRIATING TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS (\$241,826) FROM THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), TO THE STATE DIR/FED PASS-THRU GRANTS FUND (231), FOR A TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS) CONGESTION MITIGATION AND AIR QUALITY (CMAQ) TRAFFIC CONTROL SIGNALIZATION 10-12 PROJECT IN THE TRAFFIC ENGINEERING DIVISION

An Assembly Resolution is requested to appropriate Two Hundred Forty-One Thousand Eight Hundred Twenty-Six Dollars (\$241,826) from the DOT&PF, to the State Dir/Fed Pass Thru Grants Fund (231), for a TORA for the AMATS CMAQ Traffic Control Signalization 10-12 project in the Traffic Engineering Division. No local match is required for this funding. The TORA is effective through December 31, 2012.

The Traffic Department is responsible for the operation and maintenance of all of the traffic signals in the Municipality, regardless of ownership. The Federal Highway Administration Congestion Mitigation and Air Quality (CMAQ) Program, through the AMATS Transportation Improvement Program (TIP), makes funding available annually to update signal timing plans to address intersection congestion and improve air quality, as well as for the development of the Traffic Management Center, and the emergency vehicle pre-emption and transit priority systems. This grant provides continued funding for two in-house positions.

The budget detail is as follows:

REVENUES:

<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
231-77216G-9398-2010	State Grant Revenue – Pass Thru	\$241,826

EXPENDITURES:

<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
231-77216G-1101-2010	Straight Time Labor	\$148,000
231-77216G-1401-2010	Benefits	75,907
231-77216G-3806-2010	Tuition & Registration Fees	5,000
231-77216G-6022-2010	Municipal Clerk	16
231-77216G-6061-2010	OEO	138
231-77216G-6091-2010	OMB	255

1	231-77216G-6095-2010	Purchasing	1,617
2	231-77216G-6103-2010	Finance/Financial Reporting	5,831
3	231-77216G-6105-2010	Finance/Accounts Payable	699
4	231-77216G-6109-2010	Cash Receipts	42
5	231-77216G-6110-2010	IT Dept, PS Support	1,878
6	231-77216G-6104-2010	Payroll	397
7	231-77216G-6181-2010	Employee Services	836
8	231-77216G-6198-2010	Personnel Admin	<u>1,210</u>
9		Total	\$241,826.

10
11 **THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION**
12 **APPROPRIATING TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED**
13 **TWENTY-SIX DOLLARS (\$241,826) FROM THE DOT&PF, TO THE STATE DIR/FED**
14 **PASS-THRU GRANTS FUND (231), FOR A TORA FOR THE AMATS CMAQ TRAFFIC**
15 **CONTROL SIGNALIZATION 10-12 PROJECT IN THE TRAFFIC ENGINEERING**
16 **DIVISION.**

17
18 Approved by: Trygve Erickson, Acting Director, Traffic Department
19 Concur: Greg Jones, Executive Director, Office of Community
20 Planning & Development
21 Fund certification: Lucinda Mahoney, CFO
22 231-77216G-9398-772160 BP2010 \$241,826
23 (AMATS TIP Grant)
24 Concur: George J. Vakalis, Municipal Manager
25 Respectfully submitted: Daniel A. Sullivan, Mayor

Project Name: **AMATS: CMAQ Traffic Control
Signalization 10-12**
Federal Project Number: CMG-000(416)
State Project Number: 52532

**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 2010-2013 TIP, approved November 19, 2009, includes \$250,000 for the **AMATS: CMAQ Traffic Control Signalization 10-12** program. After a reduction for the State's Indirect Cost Allocation Plan the federal amount available is **\$241,826**. 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.

Project Name: **AMATS: CMAQ Traffic Control
Signalization 10-12**
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State Project Number: **52532**

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 and Forty-One Thousand, Eight Hundred and Twenty-Six dollars (\$241,826.00)**. 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

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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 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: John Crapps
Traffic Department
Municipality of Anchorage
P.O. Box 196650
Anchorage, Alaska 99519-6650


18. Training funded through this agreement should be directly related to implementing air quality improvements and be approved in advance by the FHWA Division office. The Municipality will direct all training requests to the State's Coordinator. The Municipality must request training approval sufficiently in advance to receive authorization prior to the training.
19. At the completion of the project the Municipality will provide a final accounting on all costs incurred in the accomplishment of the program (see Appendix B, 2.) Projects involving construction will necessitate a final inspection. The Municipality's project manager will attend any scheduled inspection. The Municipality will complete close

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out paperwork that is provided by the State and will cooperate to close out projects in a timely manner.

20. 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.
21. This Agreement may be modified or amended by a written Agreement signed by both parties.

APPROVALS:


George J. Vakalis

Municipal Manager

7/21/10
Date


Robert A. Campbell, P.E.

Director, Design & Construction
Central Region

7.27.10
Date

Project Name: **AMATS: CMAQ Traffic Control
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APPENDIX A

A. SCOPE OF SERVICES

The Traffic Control Signalization program provides for updated signal timing plans to address intersection congestion and improving air quality. Existing corridor plans are evaluated and refined. The program supports development of a Traffic Management Center, emergency vehicle preemption and transit priority. The Traffic Management Center provides a centralized location for signal timing modifications and monitoring to improve effectiveness of the program. The emergency vehicle preempt system provides support to minimize emergency vehicle response times. The transit priority system provides support to reduce transit delay. The program includes all signalized intersection within the Municipality of Anchorage and contributes to the Traffic Departments mission by promoting the safe and efficient movement of traffic within the Municipality.

B. BUDGET

FFY 2010 Funding is reduced by State's ICAP of 3.38%

2010 Budget Components

MOA personnel costs	\$ 224,009
MOA Central Services (on Federal funds of \$241,826)	\$ 12,817
Training	\$ 5,000
ADOT&PF ICAP	\$8,174
TOTAL	\$250,000

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

This TORA becomes effective upon FHWA approval and ADOT&PF signing through December 31, 2012. Transfer of Responsibility Agreement #51022 will be closed, according to its Amendment #3, upon the execution and beginning of charges to this Agreement.

APPENDIX B

Project Name: **AMATS: CMAQ Traffic Control
Signalization 10-12**

Federal Project Number: CMG-000(416)

State Project Number: 52532

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.

- 3) 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. RETENTION OF RECORDS

The Municipality and its contractors shall establish, maintain, and preserve property management, project performance, financial management, reporting documents and systems and other books, records and data as the State may require. The Municipality shall retain such records for a period of three years following closure of the project and receipt of final payment, or until an audit is completed and all questions arising there from are resolved, whichever is later.

C. PAYMENT SCHEDULE

Billing and Local Match Procedure (if applicable)

Municipal billings will include all expenditures for any given quarter. 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 ID: 009271**Type:** AR_FundsApprop - Funds Approp Resolution

A RESOLUTION APPROPRIATING TWO HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS (\$241,826) FROM THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), TO THE STATE DIR/FED PASS-THRU

Title: GRANTS FUND (231), FOR A TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA) FOR THE ANCHORAGE METROPOLITAN AREA TRANSPORTATION SOLUTIONS (AMATS) CONGESTION MITIGATION AND AIR QUALITY (CMAQ) TRAFFIC CONTROL SIGNALIZATION 10-12 PROJECT IN THE TRAFFIC ENGINEERING DIVISION.

Author: stewartm

Initiating Dept: Traffic

Description: Appropriation of the CMAQ Traffic Control Signalization 10-12 TORA for \$241,826

Keywords: CMQ

Date Prepared: 7/30/10 11:03 AM

Director Name: Trygve Erickson

Assembly Meeting Date: 8/17/10

Public Hearing Date: 8/31/10

Workflow Name	Action Date	Action	User	Security Group	Content ID
Clerk_Admin_SubWorkflow	8/6/10 2:29 PM	Exit	Joy Maglaqui	Public	009271
MuniManager_SubWorkflow	8/6/10 2:29 PM	Approve	Joy Maglaqui	Public	009271
Finance_SubWorkflow	8/6/10 1:30 PM	Approve	David Ryan	Public	009271
OMB_SubWorkflow	8/5/10 11:29 AM	Approve	Cheryl Frasca	Public	009271
OCPD_SubWorkflow	8/3/10 4:37 PM	Approve	Tawny Klebesadel	Public	009271
Traffic_SubWorkflow	8/2/10 10:41 AM	Approve	Trygve Erickson	Public	009271
FundsAppropWorkflow	7/30/10 11:26 AM	Checkin	Renee Stewart	Public	009271