

CLERK'S OFFICE

**APPROVED**

Date: 11-8-11

Submitted by: ASSEMBLY MEMBER FLYNN,  
ASSEMBLY VICE CHAIR HALL

Prepared by: Assembly Counsel

For reading: November 8, 2011

**ANCHORAGE, ALASKA  
AR NO. 2011-308**

**A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY CONFIRMING  
ASSEMBLY EXPECTATIONS AND APPROVAL OF A SOLE SOURCE PURCHASE WITH  
COFFEY CONSULTING.**

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WHEREAS, non-competitive purchases for professional services over \$30,000.00 require Assembly approval under AMC §7.15.040A and AMC §7.20.080A.5; and

WHEREAS, the Mayor's Office is requesting a sole source procurement for professional services with Coffey Consulting during the period November 15, 2011 through May 15, 2012, in the amount of \$60,000.00; and

WHEREAS, the professional services will be related to special projects, state legislature issues, contracts with the Governor's Office and other initiatives as may arise during the contract period as described in AM 634-2011 and the attached memorandum from the Mayor's Office to the Purchasing Officer dated October 26, 2011; and

WHEREAS, the Administration has determined that Coffey Consulting is uniquely qualified due to extensive community experience, business acumen, and familiarity with processes and procedures of local government, with specialized knowledge and the confidence of the Administration relating to many issues involving both the public and private sectors; and

WHEREAS, by approving the contract, the Assembly has also determined that Coffey Consulting is uniquely qualified for the task at hand; and

WHEREAS, the professional services to be provided by Coffey Consulting will include lobbying the Alaska Legislature and the Governor for financial support for the port project; and

WHEREAS, the Municipality has made significant changes with regard in its relations with the Department of Transportation, Maritime Administration (MARAD) with regard to the port construction project, as set out in the Memorandum of Understanding (MOU) with MARAD (copy attached); and

WHEREAS, the new MOU was intended "to strengthen the lines of communication, responsibilities and obligations" between the Municipality and MARAD by establishing a Project Oversight and Management Organization consisting of representatives from MARAD, the Port of Anchorage and the Municipal Administration; and

WHEREAS, as part of the MOU, the parties agreed to work cooperatively to develop and up-to-date Port Master Plan, to coordinate with port users and to keep them apprised of the progress of the project and to seek their input as necessary; to provide an on-site

MARAD representative for day-to-day direction and management of activities on the port project; for the Municipality to assume on May 31, 2012 contract administration for the design and construction of the project; to develop a project financial plan based on detailed estimates of the cost to complete the work in the project management plan; and several other more technical provisions dealing with financing for and administration of the project; and

WHEREAS, this MOU was approved by the Assembly on September 27, 2011 (AM 510-2011) after a work session; and

WHEREAS, pursuant to another Memorandum of Understanding, the Corps of Engineers is currently assessing the port project with a view towards assuming the duties and responsibilities of MARAD in the spring of 2012; and

WHEREAS, in addition to the changes noted above, the Municipal Administration is continuing to closely monitor this project on a regular, consistent and on going basis to insure that the MOU is properly implemented and that any additional changes beyond those in the MOU with regard to federal and local agencies, personnel or procedures that may be necessary to insure that the project proceeds to a successful conclusion can be promptly adopted; and

NOW, THEREFORE, the Anchorage Assembly resolves:

1. Based on the changes noted above, the commitment of the Administration to continue to closely monitor the project and make appropriate personnel changes, and with the understanding that Coffey Consulting will report to both the Municipal Administration and to the Assembly, the Assembly approves the sole source purchase of professional services from Coffey Consulting.

PASSED AND APPROVED by the Anchorage Assembly this 8<sup>th</sup> day of November, 2011.

  
Chair

ATTEST:

  
Municipal Clerk

MUNICIPALITY OF ANCHORAGE

CLERK'S OFFICE

ASSEMBLY MEMORANDUM

**APPROVED**

No. AM 510-2011

Date

9-27-11

Meeting Date: September 13, 2011

**From: Mayor**

**Subject: PORT INTERMODAL EXPANSION PROJECT – MEMORANDUM  
OF UNDERSTANDING WITH THE MARITIME ADMINISTRATION.**

The Assembly Memorandum (AM) 463-2003, approved June 24, 2003, approved a Memorandum of Understanding between the Municipality of Anchorage, through its Department, the Port of Anchorage (MOA\PORT), and the United States Department of Transportation, Maritime Administration (MARAD) with respect to the Port Intermodal Expansion Project (PIEP).

The Memorandum of Understanding set forth the responsibilities of MOA\PORT and MARAD in funding and administering the Port Expansion, including matching funds transfer twice per year.

The objective of the Memorandum of Understanding was to establish working relations and assign responsibilities that leverage the expertise of all parties to benefit the efforts of MOA\PORT in execution of its Port Expansion.

The Memorandum of Understanding set forth the responsibilities of MOA\PORT for working cooperatively with MARAD to ensure coordination of efforts for successful transfer to MARAD and successful administration of federal and non-federal funds made available for Port Expansion to MARAD; execute all documentation that will enable MARAD to request interagency funding transfers of all amounts received by other federal agencies through past, present and future annual Congressional Appropriations for Port Expansion; execute periodic transfers of non-federal amounts for Port Expansion to MARAD; facilitate periodic transfers, approximately quarterly, of non-federal amounts for Port Expansion to MARAD when the Municipality of Anchorage, Port of Anchorage does not retain direct financial control of such non-federal amounts allocated under the Port of Anchorage fiscal Capital Improvement Budget for Port Expansion; authorize all Port Expansion funding maintained by MARAD for federal project oversight, program management, study, environmental analysis, engineering, design, construction, or rehabilitation as necessary.

The parties may propose amendments to the Memorandum of Understanding in writing at any time and such amendments shall become effective upon written approval of both parties. The parties may also enter into a new agreement. In light of the difficulties recently experienced with the Port Expansion, the parties now seek to strengthen the lines of communication, responsibilities, and obligations through execution of a new agreement.

Under the new agreement, project management will now more substantially involve the MOA\Port and the MOA\Port will have significantly more input on the project as it moves forward. The agreement establishes a Project Oversight and Management Organization

(POMO), consisting of representatives from MARAD, the Port, and the Municipal Administration. POMO will have substantially the following responsibilities:

1. Manage the scope, schedule and budget of the Project on a day-to-day basis.
2. Guide and oversee the acquisition strategies for Project requirements, including contracts preliminary to transfer of acquisition and contract administration responsibilities.
3. Assess the resources, staffing and funding available and adjust as required.
4. Clearly define and review any new requirement for the Project.

Under the new agreement, the individual responsibilities for the MOA\PORT and MARAD will be substantially as indicated below, as may be further negotiated between the parties:

MOA\PORT:

1. Develop an up-to-date Port Master Plan.
2. Execute all documentation that will enable MARAD to request interagency funding transfers of all amounts received by other federal agencies through past, present and future annual Congressional Appropriations for Port Expansion.
3. Execute transfers of non-federal amounts for the Project to MARAD in a timely manner.
4. Authorize all Project funding maintained by MARAD for federal project oversight, program management, study, environmental analysis, engineering, design, construction, or rehabilitation as required.
5. Transfer to MARAD, on a quarterly basis, 3% of all funding received under this project to cover MARAD's costs related to the project until May 31, 2012.
6. Assume, not later than May 31, 2012, through itself or its designee, acquisition and contract administration for the design and construction of the Project.
7. Since the authorities of the parties involved acknowledge the requisite complexities inherent in the interaction of federal and local municipal law; the Port Director shall not invoke Anchorage Municipal Code Title 11.050.50 as it relates to this agreement between the parties.
8. Coordinate with the Port Users and keep them apprised of the progress of the Project and seek their input as necessary.

MARAD:

1. To the extent required by law, administer any funds provided for the Federal share, and any funds provided for the non-Federal share, for the Project.
2. Facilitate through its Memorandum of Agreement with the U.S. Army Corps of Engineers Alaska District and the Economy Act 31 U.S.C. §1535, the

transfer of project funds as necessary for a Technical evaluation of the preferred alternative's Open Cell Sheet Pile foundation system and other project related expenses, including, but not limited to, dredging, project design and constructability analysis and such other expenses as are reasonably incurred.

3. As Federal Partner to the MOA\PORT, provide subject matter expertise in support of the Project, including but not limited to areas such as project oversight and management, compliance with federal environmental laws and regulations and the approval of proper permitting, coordination with other federal agencies and the management and transfer of funding for the Project.
4. Provide an on-site MARAD representative for day-to-day direction and management of activities on the project and coordination with MARAD headquarters.
5. Develop and execute any financial documents as required for the transfer and administration by MARAD of federal and non-federal amounts received for Project activities.
6. Provide to the MOA\PORT project records developed by MARAD or its designees.
7. Pursuant to the Contract Disputes Act, 41 U.S.C. §§ 7001 – 7013, administer claims submitted by MARAD contractors and coordinate and cooperate with MOA\PORT in affirmative and defense of claims consistent with federal contract law.

#### SHARED RESPONSIBILITIES OF BOTH PARTIES:

1. Cooperate with other federal, state and local agencies and organizations to further the purposes of this Agreement as applicable.
2. Work in collaboration to develop an abbreviated Project Management Plan (PMP). The PMP shall identify those components of the Port Master Plan targeted for completion through the term of this Agreement (VII A) and will be consistent with the guidance provided by FHWA<sup>1</sup>. The PMP will contain, at a minimum, the following; Project Descriptions and Scope of Work; Goals and Objectives; Project Phases; Procurement and Contract Management; Cost Budget and Schedule, and; Project Reporting and Tracking.
3. Develop a Project Financial Plan based on detailed estimates of the cost to complete the work in the Project Management Plan.
4. Facilitate and support the technical evaluation the USACE will perform of the preferred alternative's Open Cell Sheet Pile® foundation system.

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<sup>1</sup> See [http://www.fhwa.dot.gov/ipd/project\\_delivery/tools\\_programs/project\\_management\\_plans/guidance.htm](http://www.fhwa.dot.gov/ipd/project_delivery/tools_programs/project_management_plans/guidance.htm) for additional details.

5. Meet at least quarterly to review Project funding and disbursement requirements, evaluate project development progress and contribute to project progress evaluations as applicable.
6. Coordinate, to the best of each partners ability, public statements and any related dissemination of information on the Project, including but not limited to press releases, interviews and other related media interactions prior to release. If either of the parties fail to respond in a timely fashion, or if an emergency or other catastrophic event prompts the need for an immediate response by either party, the issuing party will inform the other of their response and provide copies of any information that has been released to the public.
7. Coordinate with each other prior to releasing any documents related to the Project in response to any applicable document productions, including but not limited to responses under the Freedom of Information Act 5 U.S.C. § 552; Municipal Public Records, Alaska State Public Records and other requests for documents and information.
8. Provide effective and collaborative management of the Project.
9. Manage the Project in good faith for the benefit of the citizens of the Municipality of Anchorage, the people of Alaska, and the United States.

THE ADMINISTRATION RECOMMENDS ASSEMBLY APPROVAL OF THE PORT INTERMODAL EXPANSION PROJECT – MEMORANDUM OF UNDERSTANDING WITH THE MARITIME ADMINISTRATION.

Prepared by: Dennis A. Wheeler, Municipal Attorney

Concur: William J. Sheffield, Port Director

Concur: George J. Vakalis, Municipal Manager

Respectfully Submitted: Daniel A. Sullivan, Mayor