

Municipality of Anchorage  
and  
State of Alaska

AMATS  
INTER-GOVERNMENTAL OPERATING AGREEMENT  
for  
TRANSPORTATION AND AIR QUALITY PLANNING

In The Metropolitan Area of the  
Anchorage Metropolitan Planning Organization

**Municipality of Anchorage  
and  
State of Alaska**

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for  
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**SECTION 1 -- PARTIES TO THIS AGREEMENT**

The parties to this Agreement are the State of Alaska and the Municipality of Anchorage (herein the "Municipality"). The Municipality the designated Metropolitan Planning Organization (herein after also "MPO").

**SECTION 2 -- PURPOSE**

This agreement is entered into in accord with 23 USC §134 to provide the structure and process for the continuing, cooperative, and comprehensive consideration, development and implementation of transportation and air quality plans and programs for intermodal transportation in the Metropolitan Planning Area (MPA) herein after of Anchorage, Alaska, 23 USC §134 states in pertinent part:

It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through urbanized areas and minimize transportation-related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian walkways and bicycle transportation facilities) which will function as an intermodal transportation system for the State, the metropolitan areas, and the Nation. The process for developing such plans and programs shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems. 23 USC §134(a).

**SECTION 3 -- LEGAL AUTHORITY**

**3.1 Federal Transportation Planning Statutes**

23 USC Sections 104(f) and 134 and the Urban Mass Transportation Act of 1964, as amended, provide funding and require designation of a metropolitan planning organization for urbanized areas of at least 50,000 population to carry out a transportation planning process and receive federal funding. Those Statutes require the State and the Municipality to coordinate the planning and construction of all urban transportation facilities with a continuing, cooperative, and comprehensive transportation planning process.

### 3.2 Metropolitan Planning Organization Designation

On April 8, 1976 the Governor of the State of Alaska designated the Municipality of Anchorage as the Metropolitan Planning Organization and identified the Anchorage Metropolitan Area Transportation Study (“AMATS”) Policy Committee as the then existing policy body providing the direction of transportation planning in the MPO in accordance with Federal law.

### 3.3 Federal Air Quality Regulations

Air Quality Title 42, USC 7504 et. seq. requires each areawide air quality planning agency to prepare an areawide air quality plan providing for attainment of National Ambient Air Quality Standards (“NAAQS”). Alaska Statutes Chapter 46.14 requires the Alaska Department of Environmental Conservation (“ADEC”) to develop a State Implementation Plan (“SIP”) providing for the attainment of the NAAQS. The Municipality has been designated by the Governor as an air quality planning agency and has adopted an Air Quality Plan, which is the local component of the SIP. The MPO is the planning agency that coordinates transportation related air quality planning within the Municipality. The Unified Planning Work Program includes the annual preparation of a Reasonable Further Progress Report on Air Quality and review of the goals of the Air Quality Plan.

## SECTION 4 – DEFINED TERMS

As used in this Agreement, the following words and phrases shall have the meanings ascribed unless the context clearly indicates otherwise:

“*ADEC*” is the State of Alaska Department of Environmental Conservation

“*Administrative Modification*” is a minor revision to a long-range statewide or metropolitan transportation plan, Transportation Improvement Program (TIP), or Statewide Transportation Improvement Program (STIP) that includes minor changes to project/project phase costs, minor changes to funding sources of previously-included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment, redemonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas).

“*ADOT&PF*” is the State of Alaska Department of Transportation and Public Facilities

“*AIR QUALITY PLAN*” is the Anchorage component of the State Implementation Plan for Air Quality regarding air quality strategies in non-attainment areas.

“*AQAC*” is the Air Quality Advisory Committee.

“*AMATS*”, stands for Anchorage Metropolitan Area Transportation Solutions (“AMATS”). Note: the “S” previously meant, “Study” however it has been changed to “Solutions”.

“*Amendment*” is a revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes). Changes to projects that are included only for illustrative purposes do not require an amendment. An amendment is a revision that requires public review and comment, redemonstration of fiscal constraint, or a conformity determination (for metropolitan transportation plans

and TIPs involving “non-exempt” projects in nonattainment and maintenance areas). In the context of a long-range statewide transportation plan, an amendment is a revision approved by the State in accordance with its public involvement process.

“ANCHORAGE” or “MUNICIPALITY” is the Municipality of Anchorage, a unified, home rule, political subdivision of the State of Alaska.

“ASSEMBLY” is the Anchorage Municipal Assembly, the legislative, governing body of the Municipality comprised of 11 elected public officials representing 6 local Assembly election districts within the Municipality.

“BPAC” is the Bicycle and Pedestrian Advisory Committee

“CAC” is the Citizens Community Advisory Committee

“DOT” or “USDOT” is the United States Department of Transportation

“DBE” is Disadvantaged Business Enterprises.

“EPA” is the United States Environmental Protection Agency.

“FAC” is the Freight Advisory Committee

“FHWA” is the Federal Highway Administration, United States Department of Transportation.

“FTA” is the Federal Transit Administration, United States Department of Transportation.

“METROPOLITAN PLANNING AREA” (“MPA”) means the geographic area determined pursuant to 23 USC §134(d) in which the MPO carries out the development and implementation of transportation and air quality plans and programs under 23 USC §134 and the Federal Transit Act §8, respectively, shown in *Attachment #1* to this Agreement.

“MPO” is the Municipality of Anchorage acting in its capacity as the Metropolitan Planning Organization.

“MTP” is the Metropolitan Transportation Plan that is the official multimodal transportation plan addressing no less than a 20-year planning horizon that is developed, adopted, and updated by the MPO through the metropolitan transportation planning process. This was previously referred to as the Long-Range Transportation Plan (LRTP).

“NAAQS” is the National Ambient Air Quality Standards.

“NON-ATTAINMENT AREA” is that portion of the Municipality, which has been designated as an air quality non-attainment area in the Federal Register (area shown in *Attachment #2* to this Agreement).

“OFFICIAL STREETS AND HIGHWAYS PLAN” establishes the location, classification and minimum right-of-way for those streets and highways required to accommodate the highway transportation needs of the community.

“PL” is Metropolitan Transportation Planning funds authorized by 23 USC §134.

“*PM10*” is the EPA designated standard for air particulates, 10 microns or greater in size.

“*POLICY COMMITTEE*” or “*AMATS POLICY COMMITTEE*” is the AMATS Policy Committee established in Section 5.2 of this Agreement for the cooperative decision making in accordance with this Agreement.

“*SAFETEA-LU*” stands for the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users. It is the federal legislation that guides all transportation plans and improvement programs supported with federal funds. SAFETEA-LU was signed into law by President Bush on August 10, 2005 to carry on the intent of its predecessor the Transportation Equity Act for the 21<sup>st</sup> Century of 1998.

“*SIP*” is State of Alaska Air Quality Implementation Plan.

“*STATE*” is the State of Alaska.

“*STIP*” is the Statewide Transportation Improvement Program, which is the statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.

“*TAC*” is or “*AMATS*” “*TECHNICAL ADVISORY COMMITTEE*” the AMATS Technical Advisory Committee established in Section 5.3. of this Agreement for the cooperative decision making in accordance with this Agreement

“*TIP*” is the Transportation Improvement Program that is a prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.

“*UPWP*” is the Unified Planning Work Program that is a statement of work identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds.

## **SECTION 5 – ORGANIZATION AND RESPONSIBILITIES**

### **5.1 AMATS**

AMATS is the balanced, cooperative, coordinated and comprehensive process between the Municipality (MPO) and State for the development of an AMATS Metropolitan Transportation Plan, a Transportation Improvement Program and the Unified Planning Work Program.

- 5.1.1 In order to receive and expend federal funding for transportation and air quality improvements there must be cooperation between the State and the MPO as required by federal regulations. Therefore, the purpose of AMATS is to provide the framework and mechanism for the MPO and the State to jointly develop and implement transportation and air quality plans and programs, which will assure compliance with State and Federal transportation planning and air quality requirements. The duties and responsibilities within AMATS are further described in this section.

5.1.2 AMATS is responsible for the metropolitan transportation planning process within the urbanized boundaries in accordance with the Unified Planning Work Program approved by the Policy Committee, the FHWA, and the FTA. The AMATS responsibilities hereunder are subject to appropriations.

## 5.2 AMATS Policy Committee

There is hereby established a five (5) member AMATS Policy Committee (herein also the “Policy Committee”) consisting of two Anchorage Assembly members or their alternates appointed by the Assembly Chair and serving at his/her pleasure in accordance with Anchorage Charter §12.03, the Mayor of Anchorage or designee, and the Commissioner of the ADOT&PF and Commissioner of ADEC or designees therefore designated to serve by and at the pleasure of the Governor. The Chairman of the Policy Committee shall be the ADOT&PF member. A Vice-Chairman shall be the Mayor to act as the presiding officer in the absence of the Chairman. Each member of the Policy Committee shall have one vote. Actions of the Policy Committee shall be by a majority vote of its total authorized membership (three or more votes) voting in person by the appointed member.

### 5.2.1 The Powers and Duties of the AMATS Policy Committee

The AMATS Policy Committee shall have overall responsibility for the implementation of this Agreement, coordination of the AMATS’ efforts and responsibilities of the TAC, the AQAC, the BPAC, the FAC and the Citizens Advisory Committee’s advisory functions, the Assembly review and recommendations on the AMATS MTP and TIP and the ultimate development and adoption of the AMATS UPWP, the AMATS TIP and the AMATS MTP. Specifically, the Policy Committee shall:

- (1) Give policy direction to the Technical Advisory Committee (“TAC”) in their function of reviewing all AMATS related transportation plans, programs and funding requirements. The Policy Committee shall give direction and approval to the transportation planning effort performed by the State or the Municipality, which shall be reviewed by the TAC.
- (2) Formulate transportation planning policy and objectives and monitor the implementation of the Metropolitan Planning Area transportation and air quality plans to ensure conformance with the State and Federal transportation and air quality and local land use guidelines and requirements.
- (3) Direct, adopt and update the Unified Planning Work Program elements, allocating responsibility for planning activities/studies between the State and the Municipality, in accordance with the guidelines set forth by the Metropolitan Planning Regulations (23 CFR Subpart C, Part 450,) to the extent applicable to AMATS including major planning issues to be addressed, available resources, operating procedures, funding estimates, timetables, and task status for the Air Quality Plan and any subsequent amendments or revisions.
- (4) Prepare and approve all joint financial participation and related operating agreements. Arrange for third party financial participation in the air quality planning process, including other funding sources such as the Federal Environmental Protection Agency (“EPA”).

- (5) Provide overall direction to the Technical Advisory Committee, the AAQAC, FAC, BPAC, the CAC and the transportation planning and air quality planning staffs, including but not limited to, guidance on project alternative plan formation, assessments, development of feasible strategies and report preparation.
- (6) Ensure public involvement throughout the AMATS' transportation and air quality planning process, including, but not limited to, the use of the AMATS ~~Citizens~~ Community Advisory Committee and the AAQAC as a citizens' forum and for the scheduling of public hearings.
- (7) Produce and publicize issues, findings, periodic progress reports, conclusions, other pertinent planning process information and the Federally required AMATS documents.
- 8) Ensure the preparation, for the Assembly's review and recommendation, of a Transportation Improvement Program (TIP) and a transportation plan (AMATS MTP) conforming to Federal law. The Policy Committee shall annually endorse the AMATS' transportation plans and programs and certify that the AMATS' planning process is being carried out in conformance with all pertinent requirements of 49 USC 5303 et seq; 42 USC 7504, 7506(c) and (d), and 23 CFR Subpart C. of Part 450 applicable to AMATS. In accordance with Anchorage Ordinance 97-139(S), to the extent feasible, the AMATS MTP shall be consistent with the Municipality's long range transportation plans.
  - (a) In accordance with Anchorage Ordinance 97-139(S), the AMATS MTP and amendments thereto subject to 23 CFR 450.322 shall be submitted to the Assembly for its review and recommendations prior to final action thereon by the Policy Committee. The Assembly shall review and by resolution adopt recommendations on the AMATS MTP and such amendments within 45 days after the AMATS MTP or such amendments are introduced for Assembly action, unless the Policy Committee and the Assembly otherwise agree to a longer period of time. If the Assembly fails to submit such a resolution to the Policy Committee within 45 days after such introduction or within the time otherwise agreed to by the Policy Committee and the Assembly, then the requirement for an Assembly resolution prior to final action on the AMATS' MTP by the Policy Committee is waived.
  - (b) The TIP and amendments thereto under 23 CFR 450.326 shall be submitted to the Assembly for its review and recommendations prior to final action thereon by the AMATS Policy Committee. The Assembly shall review and by resolution adopt recommendations on the TIP or such amendments within 30 days after the TIP or such amendments are introduced for Assembly action, unless the AMATS Policy Committee and the Assembly otherwise agree to a longer period of time. If the Assembly fails to submit such resolution to the Policy Committee within 30 days after such introduction or within the time otherwise agreed to by the Policy Committee and the Assembly, then the requirement for such Assembly resolution prior to final action by the Policy Committee is waived. To the extent feasible, the Assembly

review and recommendation shall be scheduled to occur annually during the same time period as consideration of the municipal capital improvement budget.

- (c) The statements, reports, and recommendations of the Policy Committee, the TAC and the Citizens Community Advisory Committee on the AMATS MTP and the TIP shall be forwarded to the Assembly for consideration in connection with such MTP and TIP.
- (9) Provide guidance for the development of an Air Quality Plan and recommend it to the Municipal Assembly for adoption and municipal submittal to the ADEC for incorporation into the State Air Quality Implementation Plan.
- (10) Annually review this Agreement, the Air Quality Plan and progress made towards the achievement of National Ambient Air Quality standards throughout the area.

### 5.3 Technical Advisory Committee (TAC)

There shall be an eleven (11) member Technical Advisory Committee (“TAC”) consisting of the Municipality’s Directors of the Departments of Planning, Health, Port of Alaska, Public Transportation, Project Management & Engineering and Traffic, or such Director’s designees; the ADOT&PF Anchorage Field Office Chief of Planning or designee, ADOT&PF Regional Pre-Construction Engineer or designee; the ADEC Manager of the Southcentral Region Air Quality Program, or designee; a representative from the Alaska Railroad Corporation or designee; and the Energy and Sustainability Manager for the Municipality of Anchorage. The Chairman of the TAC shall be the Municipality’s Director of Traffic. A Vice-Chair shall be the ADOT&PF Anchorage Field Office Chief of Planning to act as the presiding officer on the absence of the chairman. Each member of the TAC shall have one vote and all actions of the TAC, including recommendations to the Policy Committee, shall be by a majority vote of the total authorized number of members (six or more votes).

5.3.1 The AMATS Technical Advisory Committee is subordinate to and shall report to the AMATS Policy Committee. The TAC shall be responsible for the AMATS’ transportation plans and programs and air quality plan development, reviews and recommendations to the Municipal Planning and Zoning Commission, the Assembly and AMATS Policy Committee.

5.3.2 The Technical Advisory Committee shall:

- (1) Provide assistance and recommendations to the Policy Committee and the Assembly regarding the effects of transportation and air quality plans and programs on the plans of member agencies.
- (2) Provide technical assistance, advice and recommendations to the Policy Committee and the Assembly in fulfilling their responsibilities for the continuing, comprehensive and cooperative transportation and air quality planning processes within the Metropolitan Planning Area.
- (3) Prepare and maintain the Metropolitan Planning Area’s transportation plans, technical studies, joint planning process certification, air quality plan and other transportation and air quality programs.



- (4) Provide assistance, advice, and periodic reviews of the progress and findings of on-going projects and recommendations to the Policy Committee in its review of Federal and State funded transportation projects and programs.

#### 5.4 AMATS Citizens Community Advisory Committee

The AMATS Citizens Community Advisory Committee (CAC) shall be a committee consisting of a cross section of the public and transportation stakeholders in the AMATS planning area. The CAC shall provide a public forum for and advisory reports to other AMATS committees and groups and officials in its review and consideration of citizen comments and recommendations on suggested transportation and air quality plans and programs.

The focus of the Citizens Community Advisory Committee (CAC) is to provide transparency and a community perspective. The CAC is responsible for advising the AMATS Policy Committee regarding plans, programs and activities to determine consistency with current policies of AMATS; makes recommendations on transportation policies; and other activities as directed by the AMATS Policy Committee.

The CAC also serves as a conduit for information between the Policy Committee and the public. Members serve as liaisons between the public and the Policy Committee, relaying information between the two groups.

#### 5.5 Air Quality Advisory Committee

An AMATS Air Quality Advisory Committee (“AQAC”), shall be an air quality technical advisory committee consisting of experienced professional, technical and public persons with scientific, professional or technical training in or experience with air quality issues relating to AMATS. AQAC shall be a public forum for and provide advisory comments and recommendations to other AMATS bodies on AQAC issues relevant to the AMATS MTP, TIP, UPWP, and the Air Quality Plan.

##### 5.5.1 Responsibilities of the Air Quality Advisory Committee

The AQAC shall:

- (1) Review and submit advisory recommendations to the AMATS Technical Advisory Committee and the AMATS Policy Committee regarding air quality planning proposals developed by the AMATS TAC; and
- (2) Assist in facilitating public participation in the AMATS air quality planning process.

#### 5.6 The Municipal Assembly

As the governing (legislative) body of the Municipality the Assembly shall:

- (1) In accordance with Anchorage Ordinance 97-139(S) and this Agreement, timely review and by resolution make recommendations on the AMATS MTP required by 23 USC §134(g) prior to final approval by the AMATS Policy Committee and its transmittal to the Governor for informational purposes pursuant to 23 USC §134(g); and

- (2) In accordance with Anchorage Ordinance 97-139(S) and this Agreement, timely review and by resolution make recommendations on the TIP required by 23 USC 134(g) prior to final approval by the Policy Committee and its transmittal to the Governor for approval and incorporation into the STIP.

#### 5.7 Metropolitan Planning Area under 23 USC 134(d).

The Metropolitan Planning Area (formerly referred to as the “Study Area”) specified by 23 USC §134(d) shall be the geographical area shown on Attachment #1 to this Agreement incorporated hereto by reference. Provided such boundaries conform to the requirements of 23 USC §134(d), the MPO and the Governor may mutually agree to change the boundaries of the Metropolitan Planning Area.

#### 5.8 Freight Advisory Committee

An AMATS Freight Advisory Committee (“FAC”), shall be a Freight Advisory Committee consisting of representatives from the trucking industry, airport, retail, rail, port commercial vehicle enforcement, the University of Alaska and ADOT&PF with professional or technical experience with freight issues to AMATS. The FAC shall be a public forum for and provide advisory comments and recommendations to other AMATS bodies on freight issues relevant to the AMATS MTP, TIP, UPWP, and the Air Quality Plan.

##### 5.8.1 Responsibilities of the Freight Advisory Group

The FAC shall:

- (1) Review and submit advisory recommendations to the AMATS Technical Advisory Committee and the AMATS Policy Committee regarding freight mobility planning proposals developed by the AMATS TAC; and
- (2) Assist in the development of safe freight routes and access; promote efficient regional freight movement and circulation; identify freight congestion issues; and encourage freight legislation and policies that offer economic benefit while recognizing community values; and
- (3) Assist in facilitating public participation in the AMATS freight mobility planning process.

#### 5.9 Bicycle and Pedestrian Advisory Committee

An AMATS Bicycle and Pedestrian Advisory Committee (“BPAC”), shall be a Bicycle and Pedestrian Advisory Committee consisting of representatives from public health, disability services, community and environmental, and bicycle and pedestrian organizations with professional or technical experience with bicycle and pedestrian issues to AMATS. The BPAC shall be a public forum for and provide advisory comments and recommendations to other AMATS bodies on bicycle and pedestrian issues relevant to the AMATS MTP, TIP, UPWP, and the Air Quality Plan.

##### 5.9.1 Responsibilities of the Bicycle and Pedestrian Advisory Group

The BPAC shall:

- (1) Review and submit advisory recommendations to the AMATS Technical Advisory Committee and the AMATS Policy Committee regarding bicycle and pedestrian planning proposals developed by the AMATS TAC; and

- (2) Assist in the development of project evaluation criteria, monitor implementation of the AMATS non-motorized plan; and
- (3) Assist, advise, and submit recommendations to the AMATS Policy Committee with regards to the AMATS UPWP, MTP and TIP focusing on bicycle and pedestrian infrastructure and issues that affect non-motorized transportation.

## **SECTION 6 --KEY PLANS, PROGRAMS**

6.1 There are four primary planning or programming activities, which AMATS is responsible for developing. This section summarizes these key plans and programs, which include the Air Quality Plan, the AMATS Metropolitan Transportation Plan, the AMATS Transportation Improvement Program and the AMATS Unified Planning Work Program.

### 6.2 Air Quality Plan

6.2.1 The Municipality, with full assistance from the State and all other cooperating agencies, is responsible for developing and updating an Air Quality Plan, which shall:

- (1) Identify areawide objectives and policies required to attain the NAAQS for carbon monoxide (CO) and particulate matter for the Metropolitan Planning Area;
- (2) Inventory technical, physical, and other air quality planning data;
- (3) Analyze alternatives and establish strategies designed to attain the NAAQS for the Metropolitan Planning Area;
- (4) Address any other air quality issues required by the EPA or US Department of Transportation;
- (5) Provide for the implementation of the adopted air quality strategies as expeditiously as practical; and
- (6) Provide for and show Reasonable Further Progress towards achievement of carbon monoxide and particulate matter standards within the non-attainment area.

### 6.3 AMATS Metropolitan Transportation Plan

The Municipality, in cooperation with the State, is responsible for developing or updating an AMATS Metropolitan Transportation Plan that shall:

- (1) Follow the latest federal planning requirements, (as prescribed in 23 CFR Part 450, subsection 450.322).
- (2) In summary:
  - (a) Include the development of a transportation plan addressing at least a twenty year horizon with short and long range strategies/actions that leads to an integrated intermodal transportation system that facilitates the efficient movement of people and goods;

- (b) Be reviewed and updated at least every four years;
- (c) Be financially constrained;
- (d) Meet air quality conformity requirements of the Clean Air Act; and
- (e) Provide a minimum 30-day public comment period on plan development (draft document) and amendments.

#### 6.4 Transportation Improvement Program

6.4.1. The Municipality, in cooperation with the State, is responsible for developing or updating the AMATS Transportation Improvement Program, which shall:

- (1) Follow the latest federal planning requirements, (as prescribed in April 2011, 23 CFR Part 450, subsection 450.324); and
- (2) In summary:
  - (a) Include capital transportation improvements and projects (roads, transit, pedestrian/bicycle, and congestion mitigation etc.) that are consistent with the AMATS Metropolitan Transportation Plan;
  - (b) Cover a period of time not less than four years;
  - (c) Be reviewed and updated at least every four years;
  - (d) Be financially constrained;
  - (e) Provide an air quality conformity analysis;
  - (f) Provide a minimum 30-day public comment period on program development (draft program) and amendments.

#### 6.5 Amendments to the AMATS Metropolitan Transportation Plan (MTP)

6.5.1 An amendment will include the following:

- Any new project in the AMATS MTP that requires an Air Quality Conformity Determination, an environmental impact statement (EIS), or an environmental assessment (EA).
- Any change in an existing project in the AMATS MTP that requires an Air Quality Conformity Determination, or promotes a change in the type of required environmental document
- Any project deleted from the AMATS MTP.

Amendments will include a 30 calendar-day review period. When written and oral comments are received on the draft AMATS MTP, a summary, analysis, or report on the nature of the comments shall be made part of the final AMATS MTP as part of the document or as an appendix. Amendments will require Assembly action, as described in Section 5, and Policy Committee approval.

6.5.2 An Administrative Modification or revision will include the following:

- Any change in an existing project that does not prompt a change in the type of required environmental document.
- Any new project that does not require an air quality conformity determination, an EIS, or an EA.

Administrative Modifications to the AMATS MTP do not require Assembly action and no public review will be required. The AMATS Policy and Technical Advisory Committees shall approve respective administrative modifications based on the trigger levels set in the AMATS Policies and Procedures. Notification of such amendments will be provided as information to the Assembly and/or the AMATS Policy Committee following the AMATS Technical Advisory or Policy Committee action.

6.6 Amendments to the AMATS Transportation Improvement Plan (TIP). The TIP may be amended at any time, but amendments require federal approval and redetermination of TIP fiscal constraint and air quality conformity, where applicable and follow the procedures outlined in the AMATS Public Participation Plan. ADOT&PF will review each amendment and submit the amendment to the appropriate Federal Agency.

6.6.1 An amendment is a revision to the TIP that involve major changes to a project or the overall program and must meet the requirements of 23 CFR 450.326 regarding public review and comment and redemonstration of fiscal constraint. An amendment is required when changes to the TIP include:

- Addition or deletion of a project except for the addition or deletion of projects included for illustrative purposes. An illustrative project is one that may be added to the TIP if reasonable additional funding becomes available. If the funding becomes available, then a major amendment must be done to add the project into the TIP.
- Changes to the cost of a project which constitutes a change greater than or equal to 50% of the total project cost of all phases shown within the approved TIP.
- A major change in design concept or design scope that require the following:
  - Result in an air quality conformity reevaluation,
  - Result in a revise total project cost that meets the threshold established in this section, or
  - Result in a change in scope on any federally funded project that is significant enough to constitute a new project.

An amendment is a revision that requires public review and comment and a redemonstration of fiscal constraint, and if an amendment involves a non-exempt project in a non-attainment and maintenance area, a conformity determination is required.

6.6.2 An administrative modification means a minor revision to the TIP that includes minor changes to project/project phase costs (less than 50% but greater than or equal to 25% of the total project cost of all phases shown within the approved TIP), minor changes to funding sources, minor changes to project/project phases initiation dates, and minor revisions to a project scope. An

administrative modification does not require public review and comment, a redemonstration of fiscal constraint, or an air quality conformity determination (in non-attainment and maintenance areas).

Administrative Modifications to the AMATS TIP do not require Assembly action and no public review will be required. The AMATS Policy and Technical Advisory Committees shall approve respective administrative modifications based on the trigger levels set in the AMATS Policies and Procedures. Notification of such amendments will be provided as information to the Assembly and/or the AMATS Policy Committee following the AMATS Technical Advisory or Policy Committee action.

6.6.3 Staff Modification: Modifications made by staff do not require an amendment nor an administrative modification. These revisions do not require a formal TIP change and maybe be subsequently reflect in later updates to the TIP. This list identifies several examples of staff modifications but is not meant to be an exhaustive list.

- Increase to funding amounts of a project or phase of a project where the increase is less than 25% of the total project cost.
- Any technical correction and other minor changes such as change in title, project description, implementing agency, or project sponsor.
- Advances a project schedule in the approved TIP in lieu of another project.
- Funding adjustment to award contracts.

## 6.7 AMATS Unified Planning Work Program

6.7.1. The Municipality, with full assistance from the State and all other cooperating agencies, is responsible for developing or adjusting the AMATS Unified Planning Work Program, which shall:

- (1) Describe all the transportation and air quality planning and operational activities to be completed in a calendar year;
- (2) Be developed in accordance with Section 7 of this agreement.

6.7.2 Changes in work assignments and studies to be performed to meet the air quality and transportation planning requirements may be made by the AMATS Policy Committee at such times and to such extent as deemed necessary. Total funds to be made available for the performance of said work and services shall not exceed the amount specified in the annual AMATS Unified Planning Work Program. Reimbursement will be made by ADOT&PF to the Municipality, in accordance with procedures stated herein, and shall be expended only on the AMATS Unified Planning Work Program approved by the AMATS Policy Committee, FHWA and FTA.

## **SECTION 7 -- UNIFIED PLANNING WORK PROGRAM**

### 7.1 Unified Planning Work Program Preparation

No later than October 1 of each year, ADOT&PF shall submit to the Municipality in writing the amount of estimated Federal PL funds, and the required match ratios, to be made available to AMATS for the next UPWP. ADOT&PF shall recommend work tasks and its budget for tasks in which it participates. AMATS shall develop and implement a UPWP public involvement program and prepare a UPWP with

the full cooperation of ADOT&PF and members of the AMATS TAC, AAQAC, FAC, BPAC and CAC. Discussion between ADOT&PF and the Municipality shall take place to determine how the proposed tasks can be accomplished in the most efficient and effective manner. The AMATS UPWP shall be reviewed by the AMATS TAC, approved by the AMATS Policy Committee and forwarded for concurrent approval by FHWA and FTA prior to any of the approved work being performed.

## 7.2 Unified Planning Work Program Changes/Amendments

Changes in funding levels for tasks, or changes in tasks, shall be requested as soon as possible after the need for such changes is recognized. Generally, after appropriate AMATS approvals, major revisions shall go through the same approval procedures as for the AMATS UPWP. Minor adjustments shall be forwarded to ADOT&PF for approval. Formal ADOT&PF policy and procedures govern specific revisions of tasks funded by PL funds. The Municipality shall be responsible for the performance of tasks in the AMATS UPWP, as revised. No charges which exceed the adopted AMATS UPWP budget will be eligible for reimbursement until the AMATS UPWP budget is adjusted as per the following procedures.

7.2.1 Major AMATS UPWP Amendments (no additional funding required). Cumulative adjustments to the element budget amounts that exceed 20 percent of the original approved element budget, individual changes of \$25,000 or more to element budgets, or significant scope changes require the concurrence of the AMATS Policy Committee, ADOT&PF, and FHWA before becoming effective.

7.2.2 Minor AMATS UPWP Adjustments (no additional funding required). Changes to element budgets that do not affect the total program funding level and are 20 percent or less of the original element budget amount may be submitted to ADOT&PF for approval without formal AMATS Policy Committee approval. Minor adjustments to funding levels among tasks and elements can be made while adhering to the AMATS Policy Committee's intent. The AMATS Technical Advisory Committee with its responsibility to "maintain" existing plans and programs while meeting the overall policy direction set by the AMATS Policy Committee shall approve minor adjustments. The AMATS Policy Committee will be notified of changes at the first AMATS Policy Committee meeting following ADOT&PF approval.

### 7.2.3 Program Total Funding Adjustments

Requests for additional program funding will require the approval of ADOT&PF, the Policy Committee, FHWA, and FTA.

## **SECTION 8 -- ASSIGNMENT OR TRANSFER OF WORK**

8.1 AMATS staff or the Municipality of Anchorage staff (depending on project management responsibility) shall provide a copy of a draft scope of work for consultant services for ADOT&PF review and approval. ADOT&PF shall submit that scope of work to ADOT&PF Headquarters staff and to the FHWA for additional review if appropriate. If a private consultant is chosen to assist in preparing a pre-solicitation cost estimate for a future contract, that consultant is precluded from responding to the Request for Proposals.

8.2 The Municipality shall offer the ADOT&PF the opportunity to serve on the selection committee for all proposed contracts. The Municipality shall provide eight copies of all Municipal and consultant draft final work products to ADOT&PF for review and comment prior to review and approval by the AMATS TAC and/or AMATS Policy Committee.

## **SECTION 9 -- INSPECTION OF WORK**

ADOT&PF, as well as FHWA and FTA, shall at all times be accorded review and inspection of the work and shall at all reasonable times have access to the premises, to all data, notes, records, correspondence, and instruction memoranda or descriptions which pertain to the work involved in the AMATS UPWP.

## **SECTION 10 -- ADDITIONAL AND SEPARATE WORK PROJECTS**

From time to time, ADOT&PF or the Municipality may desire one of the other parties to perform additional work projects for services separate and apart from those set forth in the AMATS UPWP. At such times, the requesting party will notify the other party of this intention, including a request for the specific work and/or services desired. If there is a willingness and ability to do the work or perform the services requested, written acceptance by the requesting party of the terms accepted shall constitute authority to proceed with the work and/or services requested. The requesting party shall pay for such work or services within a reasonable time after billing. Such billing shall be made pursuant to the terms agreed upon for each particular work project.

## **SECTION 11 -- PROGRAM REPORTING REQUIREMENTS**

### **11.1 Reporting:**

All information developed by the planning process shall be available upon request to each party within a reasonable time after development of such information. The Municipality, with the full support of the other parties involved, shall report regularly upon the status of such planning and progress made on associated documents. The reporting procedures shall include, but not be limited to, the following:

### **11.2 Quarterly Reports:**

A quarterly narrative progress report and financial statement shall be submitted by the Municipality to ADOT&PF no later than the 38th day following the last day of each AMATS UPWP fiscal quarter, in order to meet the requirements of 49CFR 18.40 as supplemented by 23 CFR 420.111. Within 45 days of the last day of the fiscal quarter, ADOT&PF shall either review, and approve the report, or if found necessary, request modifications. ADOT&PF staff will forward the report to ADOT&PF Headquarters staff. It will be reviewed and forwarded to FHWA to meet the reporting requirements of 23 CFR, Part 420. If ADOT&PF staff request modifications, the report will be forwarded to ADOT&PF Headquarters staff as a draft report. The Municipality shall then convey a revised submittal to ADOT&PF no later than 55 days following the last day of each fiscal year quarter. ADOT&PF shall approve or request additional modifications to the re-submittal no later than 65 days following the last day of each fiscal year quarter. This final report shall serve as the basis for reimbursement, pending review and approval by FHWA.

11.2.1 In the financial statement of each quarterly report, the following data shall be included for each task: 1) current quarter expenditures, 2) fiscal year to date expenditures, 3) PL and local funds/in-kind expended to date, and 4) PL and local funds/in-kind remaining. The following information shall be included for the program summary: 1) current quarter expenditures, 2) fiscal year to date expenditures, 3) PL and local funds/in-kind expended to date, and 4) PL and local funds/in-kind remaining.

11.2.2 The narrative progress report shall include 1) a description of work accomplished during the quarter, 2) significant events (i.e. travel, training, conferences, and 3) milestones reached in sufficient detail to justify the quarterly expenditures. For each task, the percentage complete shall be given, how the scheduled completion date matches the program estimated date, as well as the estimated completion date. Explanatory information shall be provided if the estimated completion date differs from the date contained in the Unified Planning Work Program.



11.2.3 Quarterly reports prepared by the Municipality shall contain financial and narrative progress information concerning the disposition of PL funds and tasks for which PL funds have been made available. Completed reports and material emerging out of the tasks shall be identified in the quarterly reports and copies shall be attached. Six copies of each report with necessary attachments shall be forwarded to the ADOT&PF Central Region Planning Manager.

11.3 Final Fiscal Year Quarterly Report.

The final quarterly report for the AMATS UPWP fiscal year will contain an annual technical report concerning and summarizing the pertinent development, activities, and accomplishments of the tasks outlined within the Unified Planning Work Program of the past fiscal year. The annual technical report will be submitted within 75 days of the end of the fiscal year. The report will contain 1) a complete comparison of actual performance with established goal, 2) status of expenditures comparing budgeted (approved) amounts with actual costs incurred; 3) identify overruns and underruns and all information being consistent with AMATS UPWP revisions.

11.4 Significant Events.

Events that have significant impact on the work program shall be reported as soon as they become known. The type of events or conditions that require reporting include problems, delays or adverse conditions that materially affect the ability to attain program objectives. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any state or federal assistance required resolving the situation.

11.5 Other Reports.

Copies of formal reports, informal reports, and material emerging out of a task specified in the Unified Planning Program shall be governed by Section 9 of this agreement.

**SECTION 12 -- PLANNING REPORTS**

12.1 Planning Reports:

From time to time, ADOT&PF and the Municipality may publish reports, documents etc., upon completion of a portion and/or a phase of a particular planning element in the continuing transportation planning process. In order for the preparation and publishing of such reports to be eligible for participation of Federal funds, the AMATS TAC shall review the report, and four copies of the report in draft form must be submitted to ADOT&PF for review and comment.

12.2 Publication

Publication by any party to the Agreement shall give credit to the other parties and FHWA. However, if any party or FHWA does not wish to subscribe to the findings or conclusion of the study the following statement shall be added:

"The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the [excluded party(ies) or the ] FHWA".

12.3 Copies

Two (2) copies of the draft reports and four (4) copies of the final report shall be sent to FHWA through ADOT&PF for informational purposes. Two (2) copies of the draft and final reports should be sent through ADOT&PF to FTA for informational purposes. ADOT&PF, FTA and FHWA reserve license to publish, reproduce, or otherwise utilize any copyrighted material developed under this Agreement.

## **SECTION 13 -- DIVISION OF COST AND PAYMENT**

### **13.1 Reimbursement**

The maximum amount of Metropolitan Planning Funds available each year for reimbursement to the Municipality shall not exceed the budget approved in the AMATS UPWP or as amended. ADOT&PF will make reimbursement in accordance with the following procedures:

- (1) The Municipality shall submit to ADOT&PF a quarterly narrative progress report and financial statement, as defined in Section 11 of this Agreement.
- (2) Reimbursement will be made within 30 days after ADOT&PF receipt and approval of the quarterly narrative progress reports and financial statements, subject to Federal Planning Funds being made available and received for the allowable costs.
- (3) Within 60 days of ADOT&PF approval of the last quarter narrative progress report and financial statement for the fiscal year, ADOT&PF will close the AMATS UPWP account and request that an audit be performed.
- (4) The audit will be completed and final payment adjustments made within 120 days of the last quarter or to the extent possible.

### **13.2 ADOT&PF Tasks:**

The parties may agree that ADOT&PF can most efficiently and effectively perform a task or a portion of a task to be funded with PL funds in the approved UPWP. In such cases, ADOT&PF shall (1) provide the Municipality with all necessary documentation in order to permit the preparation of the reports required in Section 11 of this agreement, Program Reporting Requirements, (2) upon ADOT&PF approval of the quarterly narrative progress reports and financial statements, ADOT&PF shall submit a billing to FHWA for direct payment to ADOT&PF for approved AMATS UPWP costs, (3) ADOT&PF shall be reimbursed at the rate contained in the applicable Unified Planning Work Program, (4) ADOT&PF shall promptly provide the Municipality with copies of its billings and statements.

### **13.3 Overruns:**

The ADOT&PF and the Municipality acknowledge that they will receive benefits from the information developed by performance of the elements outlined in the AMATS UPWP. They agree to pay that portion of their element costs which exceed the total program funding level budgeted for the agency, as shown in the AMATS UPWP, without recourse to the other parties.

### **13.4 Cost Limitations:**

Reimbursement of administrative and operational costs will be made without profit or markup. These costs shall be limited to:

- (1) Direct salaries and wages, with payroll taxes and fringe benefits at actual costs, or if prorated to be allocated on an equitable basis;

- (2) Telephone charges and necessary travel limited to program specific charges;
- (3) Overhead or indirect costs as approved annually in the respective AMATS UPWP line item budget and verified by audit. Such overhead shall be allocated on an equitable basis. Eligibility shall conform to the provisions of 23 CFR 420.113;
- (4) Training as approved specifically in the AMATS UPWP or otherwise specifically approved by ADOT&PF and FHWA.

13.5 Rate of Reimbursement:

Reimbursement shall be at the rate specified and contained in the applicable AMATS UPWP.

13.6 Financial Accounting Level:

The expended funds will be accounted for at the task level (110, 120, 130, etc.)

13.7 Fiscal Year and Quarters:

The AMATS UPWP fiscal year will coincide with the municipal fiscal year of January 1 to December 31. The AMATS UPWP fiscal year quarters shall end on the last day of March, June, September, and December.

**SECTION 14 -- PROCUREMENT, MANAGEMENT, AND DISPOSITION OF PROPERTY**

Procurement and management of property acquired for the program, including disposition of property if the program is discontinued, will be in accordance with 41 CFR, 48 CFR, and 49 CFR Part 18.31 - 33.

**SECTION 15 -- AUDIT PROCEDURES**

15.1 In addition to the requirements stated in this section, requirements for audit as defined in 23 CFR Part 420 and 49 CFR Part 18 will be used as guidelines. Also, with respect to contract cost principles and procedures, 48 CFR Part 31 will be used as guidelines.

15.2 Each participating agency will maintain complete records of all manpower, materials and out-of-pocket expenses, and will accomplish all record keeping in accordance with the following procedures:

15.2.1 Each participating agency will furnish ADOT&PF copies of all certified payrolls which shall include the hourly rate for each employee working on the project during the reporting period. In addition, a loaded rate factor will be shown in a manner compatible with existing MOA procedures. The load rate factor is subject to adjustment based upon audits occurring during the life of this Agreement.

15.2.2 Time Sheets

Individual time sheets will be maintained reflecting the daily total amount of hours worked and amount of time spent on each task within the program. It is imperative that the hours be traceable to the task.

15.2.3 Materials

Copies of invoices shall support costs of any purchased materials utilized on this project.

15.2.4 Out-of-pocket Expenses

Copies of receipts shall support all expenses.

#### 15.2.5 Record System

The record system will be such that all costs can be easily traceable from all billings through the ledgers to the source document. Each expenditure must be identified with the task within the current approved AMATS UPWP.

#### 15.2.6 Cost Overruns

When expenditures are anticipated to overrun in one AMATS UPWP work element, the procedures for budget changes as outlined in Section 7.2 must be followed.

- 15.3 The Municipality will prepare overhead cost allocation plans within 60 days of each fiscal year, submit a copy to ADOT&PF annually, and maintain these plans on file. ADOT&PF will review the Municipal annual cost allocation plan and forward its recommendations on the overhead rate to FHWA. The cost allocation plan will be completed and forwarded by the Municipality to ADOT&PF at the end of each calendar year. Upon receipt of FHWA's concurrence, this rate will be reflected in the following year's UPWP and the PL billings.
- 15.4 Each consultant contract or professional services agreement, in which the Municipality or ADOT&PF engages, may require a specific audit for that project or agreement. The award of any such construction related engineering design services contract must be made in conformity with applicable Federal and ADOT&PF contracting procedures including ADOT&PF Procedure 10.02.010, and related PSA Handbook, or based on acceptable alternative contracting procedures approved by ADOT&PF and FHWA. This requirement is in addition to any agency-wide audit conducted pursuant to 23 CFR Part 12 - Single Audit Requirements.
- 15.5 The AMATS Program is to be audited annually by ADOT&PF Internal Review auditors to insure adequate coverage. ADOT&PF may opt to request audits be performed every other year. ADOT&PF 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 during any fiscal year for a minimum of three (3) years following receipt of the final payment, and shall make them available for audit by representatives of ADOT&PF, FHWA and FTA at reasonable times. The Municipality shall maintain records in a form approved by ADOT&PF. Final payment is defined as the final voucher paid by FHWA to ADOT&PF based on an audit. A Municipal request to close out a fiscal year or project account does not constitute final payment.
- 15.6 Any review, which does not meet Federal requirements, will be resolved between ADOT&PF and the Municipality. The financial records relating to a AMATS UPWP year may be closed out once FHWA accepts the audit and final payment adjustments have been made.

### **SECTION 16 -- COMPLIANCE WITH TITLE VI, CIVIL RIGHTS ACT OF 1964**

- 16.1 The Municipality hereby agrees as a condition to receiving any Federal financial assistance from the US Department of Transportation, to comply with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC. 2000d - 2000d-4 hereinafter referred to as the "Act") and all requirements imposed by or pursuant to Title 49 CFR, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the US Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations"), 49 CFR Part 26 Participation of Disadvantaged Business Enterprises in Department of Transportation financial assistance programs (see Section 14 of this document), and the Americans with Disabilities Act and other pertinent directives to the end that in accordance with the Act, Regulations, and other

pertinent directives, no person in the United States shall on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or activity for which the Municipality receives Federal financial assistance from the US Department of Transportation, including FHWA and FTA, and hereby gives assurance that it will promptly take any measure necessary to effectuate this Agreement. This assurance is required by 49 CFR Part 21, subsection 21.7A(1),

16.2 More specifically, and without limiting the above general assurance, the Municipality hereby gives the following specific assurance with respect to the project:

16.2.1 The Municipality agrees that each "program" and "facility" as defined in subsections 21.23 (b) and (e) of the Regulations, will be (with regard to a program) conducted or will be (with regard to a facility) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

16.2.2 The Municipality shall insert the clauses of this assurance in every contract subject to the Act and Regulations.

16.2.3 Where the Municipality received Federal financial assistance to carry out a program of managerial training, under section 10(a) of the UMTA Act of 1964, as amended, the assurance shall obligate the Municipality to make selection of the trainee or fellow without regard to race, color, sex, or national origin.

16.2.4 Where the Municipality receives Federal financial assistance to carry out a program under the UMTA Act of 1964, as amended, the assurance shall obligate the Municipality to assign transit operators, and to furnish transit operators, for charter purposes without regard to race, color, sex, or national origin.

16.2.5 Where the Municipality receives Federal financial assistance to carry out a program under the UMTA Act of 1964, as amended, routing scheduling, quality of service, frequency of service, age/quality of vehicles assigned to routes, quality of stations serving different routes, and locations of routes may not be determined on the basis of race, color, sex, or national origin.

16.2.6 This assurance obligates the Municipality for the period during which Federal financial assistance is extended to the project, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon; in which case the assurance obligates the Municipality or any transferee for the longer of the following periods: a) The period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or b) the period during which the Municipality retains ownership or possession of the property.

16.2.7 The Municipality shall provide for such methods of administration for the program, as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other Municipal sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

- 16.2.8 The Municipality agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, Regulations and this assurance.
- 16.3 This Assurance is given in consideration of and for the purpose of obtaining, any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date thereof to the Municipality by the FHWA and/or FTA programs and is binding on it, other Municipal sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants in FHWA and/or FTA programs. The person or persons whose signature appears below are authorized to sign this assurance on behalf of the Municipality.

## **SECTION 17 Disadvantaged Business Enterprises (DBE) PROGRAM REQUIREMENTS**

### 17.1 Compliance

The parties, their agents and employees shall comply with the provisions of 49 CFR Part 26 and Title VI of the Civil Rights Act of 1964. 49 CFR Part 26 requires that each Municipality shall agree to abide by the statements in paragraphs 17.1 and 17.2 and shall include these statements in the Municipality's USDOT financial assistance agreement and in all subsequent agreements between the Municipality and any sub-grantee and in all subsequent USDOT assisted contracts between the Municipality or sub-grantees and any contractor.

### 17.2 Policy

It is the policy of the USDOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this Agreement.

### 17.3 DBE Obligation

The Municipality or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and sub-contracts financed in whole or part with Federal funds provided under this agreement. In this regard the Municipality and/or its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have an equal opportunity to compete for and perform contracts. The Municipality and/or its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

## **SECTION 18 -- HOLD HARMLESS CLAUSE**

Insofar as they may legally do so, the State and the Municipality shall indemnify each other and hold each other harmless against any and all suits, actions, claims or losses of any kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the State and Municipality in the fulfillment of their respective work which is the subject of this Agreement.

## **SECTION 19 -- AMENDMENTS**

This Agreement may be amended only in writing, and must be done prior to undertaking changes or work resulting therefrom or incurring additional costs or any extension of time. Said amendments are subject to approval by the AMATS Policy Committee the FHWA and the FTA.

## **SECTION 20 -- LIMITATION OF LIABILITY**

No liability shall be attached to the State and/or the Municipality by reason of entering into this Agreement, except as expressly provided herein.

## **SECTION 21 -- COMPLIANCE WITH LAWS**

In addition to the laws, statutes, regulations and requirements stated herein, the State and Municipality shall be knowledgeable of and comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.

## **SECTION 22 -- TERMINATION OF AGREEMENT**

- 22.1 The State and Municipality may terminate this Agreement at such time as they choose not to approve the AMATS UPWP for the continuing transportation planning process or a portion thereof. To do so, a party shall give 60 days written notice to the other parties. The resigning party may also request the other party revise and resubmit the AMATS UPWP for reconsideration. Furthermore, in the event that the Municipality is dissolved or its present structure radically changed, the remaining party may, at its option, terminate this Agreement upon 60 days written notice to the parties subject to this Agreement.
- 22.2 In the event of any termination by any of the parties outlined above, full payment of the State's and Municipality's applicable reimbursable share of actual costs pursuant to and subject to the provisions set forth above and in the AMATS UPWP shall be made for all work performed to the date of termination.
- 22.3 It is anticipated that this Agreement will continue in force until or unless the State and Municipality terminate the Agreement in writing as previously described.

**SECTION 23 -- AGREEMENT SIGNATURES**

This Agreement, having been approved on the 23<sup>rd</sup> day of April 2002 by Anchorage Municipal Assembly Resolution No. (“AR”) 2002 - 119, the parties to this Agreement hereby enter into this Agreement effective as of the 1<sup>st</sup> day of October, 2002.

MUNICIPALITY of ANCHORAGE

STATE OF ALASKA

By: George P. Wuerch, Mayor

By: Tony Knowles, Governor

Date: \_\_\_\_\_

Date \_\_\_\_\_