

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY ACCEPTING AND APPROPRIATING \$210,000 FROM THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES TO FUND 480 PROJECT 47038 REGIONAL TRANSPORTATION ORGANIZATION AND A RESOLUTION APPROVING AMENDMENT #2 TO THE SCOPE OF WORK, BUDGET, AND SCHEDULE.

AGENDA OF: February 1st, 2022

Assembly Action:
Adopted without objection
2-15-22


MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator <i>Kim Sollien</i>	<i>K.S.</i>	<i>1/19/2022</i>
	Planning and Land Use Director <i>A. Strawn</i>		<i>1/19/2022</i>
	Finance Director		
	Borough Attorney	<i>SA N.S.</i>	
	Borough Clerk		<i>1/24/22</i>

ATTACHMENT (S) : Fiscal Note: YES X NO _____
 Resolution Serial No. 22-015 (2 pp)
 Non-Code Ordinance Serial No. 22-017(3 pp)
 FY20 Memorandum of Agreement with ADOT&PF (13 pp)
 FY22 Award Letter (1 pp)
 Amendment #2 Addendum A & B (6 pp)

SUMMARY STATEMENT:

State of Alaska Department of Transportation and Public Facilities (ADOT&PF) is granting the Matanuska-Susitna Borough (MSB) an additional \$210,000 to support FY22 pre-Metropolitan Planning

Organization Activities. To extend the term of the Memorandum of Agreement (MOA) between the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) and the MSB, we need to add additional deliverables to the MOA scope of work.

In FY21, ADOT&PF granted, and the Assembly accepted and appropriated \$100,000 (Ordinance No. 21-033) to support the continued pre-MPO development activities. The MOA Addendum A & B were amended at that time (Resolution No. 21-029).

This Ordinance will formalize the second amendment to Addendum A & B and will update the scope, schedule, and budget for the FY22 Pre-MPO work. In brief, these funds will be used to hire a temporary project employee to serve as interim pre-MPO manager, retain the consulting services of RESPEC, Eng. and finalize the draft MPO Operating Agreement. The draft Operating Agreement will be submitted to the Governor in September 2022 with an anticipated Mat-Su MPO formation by the Governor by March of 2023.

The ADOT&PF and the MSB share a desire to ensure that future federal requirements for a new MPO are met as expeditiously and efficiently as possible and to ensure increased mobility, improved accessibility, and safer freight and passenger transport within any current or future Urbanized Area(s) in the MSB.

As outlined in the MOA the MSB will provide 9.03% match. The Planning Department currently has funding in project account 47038 intended to support regional planning activities. These funds will be used to cover the required match.

RECOMMENDATION OF ADMINISTRATION:

Staff respectfully recommends Assembly adoption of the ordinance accepting and appropriating \$210,000 from the State of Alaska Department of Transportation and Public Facilities to fund 480, project 47038 Regional Transportation Organization; and a Resolution approving Amendment #2 to Addendum A & B the scope of work, budget, and schedule for the FY22 pre-Metropolitan Planning Organization efforts.

**MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE**

Agenda Date: February 1, 2022

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY ACCEPTING AND APPROPRIATING \$210,000 FROM THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES TO FUND 480 PROJECT 47038 REGIONAL TRANSPORTATION ORGANIZATION AND A RESOLUTION APPROVING AMENDMENT #2 TO THE SCOPE OF WORK, BUDGET, AND SCHEDULE.

ORIGINATOR: Kim Sollien – Planning Division

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
AMOUNT REQUESTED \$230,845 ³³	FUNDING SOURCE State of AK / Misc Capital Projects
FROM ACCOUNT #	PROJECT
TO ACCOUNT: 480.00.00 3XX.XXX	PROJECT # 47038
VERIFIED BY: Kim Winkler	CERTIFIED BY:
DATE: 1-20-22	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds		210.0				
Other		20.8				
TOTAL		230.8				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____
 DEPARTMENT: Cheyanne Kindel DATE: _____
 APPROVED BY: _____ DATE: 1/20/2022

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
AND THE
MATANUSKA-SUSITNA BOROUGH
FOR
PRE-METROPOLITAN PLANNING ORGANIZATION (MPO) PLANNING**

This Memorandum of Agreement (hereinafter referred to as "MOA"), made and entered into this 7th day of FEBRUARY 2020, by and between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (hereinafter referred to as "ADOT&PF") and the MATANUSKA-SUSITNA BOROUGH (hereinafter referred to as the "MSB"), acting by and through the Office of the Borough Manager;

ARTICLE I – OBJECTIVES AND BACKGROUND:

The objective of this MOA is to formalize a cooperative effort to conduct pre-MPO planning activities and formulate recommendations and proposals to present to the Governor and a future MPO (hereinafter referred to as "the Project"). The ADOT&PF and the MSB share a mutual desire to ensure that future federal requirements for a new MPO are met as expeditiously and efficiently as possible; to ensure increased mobility, improved accessibility and safer freight and passenger transport within any current or future urbanized area(s) in the MSB.

The ADOT&PF is keenly aware of the high probability the core area of the MSB will transition from an Urban Cluster to an Urbanized Area after the 2020 Census results are tabulated. The Federal Highway Administration (FHWA) requires all new Urbanized Areas to establish a MPO in order for the State to remain eligible to receive federal-aid transportation funds.

The MSB recognizes the utility of engaging in pre-MPO planning activities and making recommendations as such efforts ensure that transportation projects in the new urbanized area are undertaken in a continuing, comprehensive and cooperative process. The ADOT&PF supports this action by the MSB and has set aside approximately \$100,000 of Federal transportation planning funds in FFY2020 and at least \$120,000 in FFY2021 to assist with these efforts.

ARTICLE II – AUTHORITY

AS 19.05.040

Authorizes the State to enter into contracts or agreements relating to highways.

AS 29.35.010 (13)

Authorizes the MSB to enter into an agreement for cooperative or joint administration of any function or power with a municipality, the State, or the United States.

The Federal Highway Administration (hereafter FHWA) designated ADOT&PF as the agency in Alaska to administer FHWA's Federal funding programs.

ADOT&PF is acting to fulfill its responsibility to the FHWA.

The purpose of this MOA is to set forth the requirements associated with the Federal funds available for the Project and to establish the responsibilities for the planning, execution, and management of the Project.

ARTICLE III – STATEMENT OF WORK

A. The ADOT&PF agrees to:

1. Be a full partner with the MSB throughout all phases of the Project.
2. Provide up to \$100,000 in FFY2020 and at least \$120,000 in FFY2021 to support the Project based on availability of funding and the nature and scope of the Project as per the Scope, Schedule and Budget identified in Addendum A.
3. Participate in public involvement at all levels.
4. Review and take part in the development of a Request for Proposals for professional planning services.
5. Provide revenue projections for State and Federal funding of transportation projects within the MSB.
6. Provide the MSB information during the pre-MPO planning process.
7. Provide space for public meetings at ADOT&PF facilities, as space requirements permit.
8. Provide technical and facilitative assistance, as appropriate.
9. Maintain a link to consultant's project website, if necessary, on the ADOT&PF website.

B. The MSB agrees to:

1. Be a full partner with the ADOT&PF throughout all phases of the Project.
2. Provide the required 9.03% local match funds to support the Project based on availability of funding and the nature and scope of the project.
3. Facilitate public involvement at all levels.
4. Develop a Request for Proposals for professional planning services.
5. Issue and manage the development of the Project contract.
6. Seek concurrence from ADOT&PF regarding the Project Scope, Schedule and Budget.
7. Seek concurrence from ADOT&PF regarding key work deliverables.
8. Provide planning expertise regarding local socio-economic, political and organizational dynamics.
9. Lead the pre-MPO planning process in local communities, as appropriate.
10. Provide space for public meetings at MSB facilities, as space requirements permit.
11. Provide technical and facilitative assistance, as appropriate.
12. Maintain a link to consultant's project website.

C. The ADOT&PF and the MSB jointly agree:

1. To form a pre-MPO Planning Team.
2. Decisions regarding additions to the Project contract scope and funding will be made by members of the Planning Team.
3. To cooperatively prepare an overall project schedule to accomplish:
 - (a) Planning and development of all mutually agreed-upon deliverables.
 - (b) A cooperative approach to comprehensively address the variety of issues related to, and proposals to implement decisions advanced from, the Project.
 - (c) Monthly meetings, scheduled more frequently if needed, to share information, coordinate implementation activities, and coordinate meeting dates with interested public.
 - (d) Synchronized implementation of related activities as much as appropriate, including release dates of documents, comment deadlines, and public workshops.
 - (e) Monitoring and evaluation of the progress of pre-MPO planning, including additional planning, associated studies, and mitigation actions, and assure appropriate linkages between activities.
4. To seek funding for Project planning and development of technical analysis or pre-MPO work products if additional funds are needed.

ARTICLE IV – TERMS OF AGREEMENT

A. General

1. The ADOT&PF delegates to the MSB the responsibility to perform the Project, and to administer the Project within available funds and consistent with State and Federal laws and regulations.
2. All Project procurement shall be consistent with State and Federal procurement regulations. In the event that the MSB uses professional services to implement this agreement, the MSB shall apply competitive procurement principles consistent with the State Procurement Code, AS 36.30, and use an ADOT&PF reviewed and approved professional services contract process to engage the services of any consultant to perform any work covered by this agreement. Such a process should include the steps identified in ADOT&PF's Professional Services Agreement (PSA) Manual. The PSA manual and all associated forms are available online at <http://www.dot.state.ak.us/procurement/index.shtml>.
3. If the MSB chooses to enlist consultant services to perform any or all of the Project, the MSB shall forward to the DOT&PF copies of the scope of services to be performed and receive approval prior to issuing a request for proposals. In addition, the MSB shall offer the DOT&PF the opportunity to serve on the consultant selection committee.
4. No reimbursement shall be made using federal-aid funds for any costs incurred by the MSB or its consultant(s) prior to receiving authorization from DOT&PF to proceed. Any amendments to such contract(s) also require DOT&PF's approval.
5. The MSB and DOT&PF agree that any costs for the Project in excess of the above amounts or costs ineligible for federal reimbursement are the responsibility of the MSB. However, any such costs are subject to appropriation by the Borough

Assembly. A failure to appropriate is not a breach and this section shall thereafter be void.

6. The MSB 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.

B. Billing

1. Project costs eligible as expenses include in-house project management and pre-MPO planning services.
2. The MSB acknowledges that the transfer of FHWA funds is accomplished on a reimbursable basis. This requires that the MSB provide the initial funds necessary to sustain the Project costs until payment requests are processed.
3. The ADOT&PF will reimburse the MSB for those costs up to the amounts allowed in the Federal aid Project Agreement between the ADOT&PF and the FHWA to the extent that such costs are directly attributable and properly allocable to the Project.

C. Project Phasing

1. The MSB will be responsible for all phases of work.

D. Project Submittals and Reviews

1. The MSB shall forward key work deliverables to the ADOT&PF for review and concurrence. ADOT&PF will review the documentation for consistency with other regional planning efforts. ADOT&PF will notify the MSB within 20 working days in writing if any aspect of the project is inconsistent with other planning efforts.
2. The MSB shall forward a copy of final draft work products to ADOT&PF for review and concurrence prior to production of the final documents. ADOT&PF will submit comments to MSB within 20 days of receiving the documentation.
3. The MSB shall forward a copy of all draft/final deliverables for review and concurrence prior to public distribution. ADOT&PF will submit comments to MSB within 20 days of receiving the documentation.
4. The MSB 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 and June 30. Each quarterly report shall include, but not be limited to, a brief narrative describing the tasks funded during the past quarter, a summary of expenditures during the last quarter and an invoice statement requesting reimbursement for eligible expenditures up to ninety-five percent of the maximum identified in this agreement.
5. The MSB, upon completion of the project, shall provide the ADOT&PF a final certified expenditure report of all costs incurred in the accomplishment of the Project after which the final five percent of the project amount shall be released.

ARTICLE V – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communications

between the parties and the work being performed. They are:

For the ADOT&PF

Signatory/Administrative

Wolfgang Junge, Director
Alaska Department of Transportation and Public Facilities, Central Region
P.O. Box 196900
Anchorage, Alaska 99519-6900
(907) 269-0780
Wolfgang.junge@alaska.gov

Local/Coordinating

Allen Kemplen, AICP-CTP, Mat-Su Core Area Planner
Alaska Department of Transportation and Public Facilities, Central Region
P.O. Box 196900
Anchorage, Alaska 99519-6900
(907) 269-0513
allen.kemplen@alaska.gov

For the MSB

Signatory/Administrative

John Moosey, Borough Manager
Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, Alaska 99645
(907) 861-8689
john.moosey@matsugov.us

Local/Coordinating

Kim Sollien, Planning Division Manager
Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, Alaska 99645
(907) 861-8514
Kim.sollien@matsugov.us

- B. Communications – The parties to this MOA will address any communications regarding this agreement to the key officials listed above. Copies will be provided to the local partnership committee.
- C. Changes in Key Officials - any permanent change in a key official requires written notice to the other parties thirty (30) days in advance of the change.

ARTICLE VI – PRIOR APPROVAL

Any amendment, revisions, addenda, extensions, or reaffirmation of this MOA must be in

writing and be approved and signed by the original signature authorities. In the event of a change in signatory/administrative officials, approval and signatures will be obtained by the new signatory/administrative official(s).

ARTICLE VII – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. Non-Discrimination – All activities pursuant to this MOA shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended etc.
2. Minority Business Enterprise Development – it is the State policy to award a fair share of contracts to small and minority firms. The ADOT&PF is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness.

B. Special Provisions

1. Publications of Results of Studies
 - a. No party will unilaterally publish a joint publication without consulting the other parties. This restriction does not apply to popular publications of previously published technical matter.
2. Availability of Records
 - a. The MSB shall retain all project records that document all costs incurred and actual expenditures in accordance with accepted accounting practice, procedures of the U.S. Department of Transportation, and ADOT&PF. The records shall be open to inspection by the ADOT&PF and FHWA at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from FHWA's approval of the final voucher/closeout of the Project. Copies of any of these records shall be furnished to the ADOT&PF or FHWA upon request.
3. Audit of Project
 - a. State and Federal Single Audit Requirements: The MSB shall provide an audit meeting State (2 AAC 45.010.090) and Federal (OMB Circular A-133, Audits of States, Local Governments and Non-profits) requirements for a single audit of the MSB's books and records covering their annual operations or this agreement specifically if \$300,000 or more of State or federal financial assistance is received during the fiscal year. An audit prepared under this paragraph shall be performed by an independent CPA firm using generally accepted government auditing standards. One audit covering both State and Federal requirements is acceptable. The audit should be completed within one year after the close of the MSB's fiscal year for which the audit is required. The report should be in the MSB's files and available to both State and federal representatives. Under applicable regulations additional copies are required for the Governor's Office and the federal government.

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- b. Consultant Audit Requirements: ADOT&PF may perform an audit of any consultant, and possibly some sub-consultants, hired by the MSB to work on the Project. This includes the evaluation of the consultant's rates, including but not limited to, overhead, salaries, rent, equipment rates, and vehicle use rates.
 - c. MSB Indirect Rates: If the MSB charges an indirect cost rate (overhead rate) to this agreement, the rate is subject to audit and must meet the requirements of OMB Circular A-87 to be eligible for reimbursement.
4. Other
- a. The MSB must reimburse ADOT&PF for any overpayments or ineligible costs identified during these audits, or from not using proper procedures. The MSB is responsible for any costs associated with audits of the MSB required under this section. Such costs are a project expense eligible for reimbursement under this agreement. The ADOT&PF may conduct its own audit of the project records at any time.
5. Indemnification
- a. To the extent allowed by law, the MSB shall indemnify, defend, and hold harmless ADOT&PF, its officers, agents and employees from any claims or suits arising out of the assumption by the Borough of planning responsibilities under this MOA. However, the MSB's maximum financial obligations for indemnity, defense, and hold harmless shall not exceed the amount of the grants under this agreement.
 - b. Responsibility for all actions or claims, including costs and attorney's fees, resulting from injuries or damages sustained by any person or property arising directly or indirectly from the ADOT&PF or MSB's performance of the MOA, which result from the joint negligence of ADOT&PF and the MSB, shall be apportioned on the basis of comparative fault.
6. Contract Provisions Regarding Nondiscrimination
- a. The MSB shall comply, and shall require compliance by any consultants, with all Federal, State and local laws, regulations and ordinance relating to civil rights.
7. Penalty for Breach
- a. Neglect or failure of either party to comply with any of the terms, conditions, or provisions of this MOA, including misrepresentation of fact, may be an event of default, unless such failure or misrepresentation is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Alaska or any of their departments or political subdivisions, or any other cause not reasonably within the party's control. The defaulting party, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement. If notified by the other party in writing that it is in violation

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of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the defaulting party shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the defaulting party shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the MSB to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ADOT&PF, at its discretion, declining to make any further payments to the MSB, or in the termination of this Agreement by ADOT&PF. In the event of agreement termination and ADOT&PF demand that the MSB repay all of the federal funds disbursed, the MSB shall have the right to request an administrative appeal prior to considering the arbitration option provided in Section C of this Agreement.

- b. If the MSB makes a written request for the cancellation of a federal-aid project, the MSB shall bear 100% of all costs as of the date of cancellation.

C. EFFECTIVE DATE

This MOA shall become effective on the date of the last signature.

D. WAIVER OF PROVISIONS

The failure of either party to insist upon strict performance by the other of any provision in this MOA is not a waiver or relinquishment of the provision for the future. The waiver by either party of any provision in this MOA cannot be enforced or relied upon by the waiver unless the waiver is in writing and signed on behalf of the party.

E. TERMINATION FOR PUBLIC INTEREST

- 1. The Commissioner of the ADOT&PF or the Matanuska-Susitna Borough Manager may terminate this MOA if:
 - a. the requisite Federal funding becomes unavailable through failure of appropriation;
 - b. a contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the state with respect to the preservation of energy resources;
 - c. a contractor is prevented from proceeding with the work by reason of a preliminary temporary restraining order, special, or permanent injunction of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor; or
 - d. the Commissioner of the ADOT&PF determines that such termination is in the best interests of the ADOT&PF or the Matanuska-Susitna Borough Manager determines that termination is in the best interests of the Matanuska-Susitna Borough.

2. Either party must give written notice of its decision not less than 15 days before the effective date of termination. Reimbursement will be in accordance with 17 AAC 55.060 (b).

F. ASSIGNMENT

Neither party may not assign its rights, responsibilities, or obligations arising out of this MOA without prior written consent of the other party.

G. AMENDMENT OF AGREEMENT

This MOA may only be modified or amended by written agreement signed by the original signatories or their successors in office.

H. ARTICLE XIII - THE WHOLE AGREEMENT

This MOA and Addendum A, constitute the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this MOA and Addendum A. This MOA and Addendum A may not be amended by the parties unless agreed to in writing with both parties signing through their authorized representatives.

ARTICLE IX – SIGNATURES

IN WITNESS HEREOF, the parties hereto executed this Agreement on the date(s) set forth below,

MATANUSKA-SUSITNA BOROUGH

By: *John Moosey* 1/30/2020
John Moosey Date
Borough Manager

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 30th day of January, 2020, John Moosey, Borough Manager acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.



Mary Miller
Notary Public, State of Alaska
My commission expires:
10/26/2020

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Adendum A

FFY2020 Scope, Schedule & Budget

A. Scope of Work:

1. Hire Contractor/ MPO Coordinator (MSB)

MSB will coordinate with ADOT&PF to develop and issue a Request for Proposals for professional planning services to complete pre-MPO planning work, as described in this scope of work. MSB will offer ADOT&PF the opportunity to serve on the consultant selection committee formed by MSB. MSB will manage the contract.

2. Form Pre-MPO Advisory Technical Committee (MSB)

MSB will host monthly meetings with representatives of MSB, City of Palmer, City of Wasilla, and ADOT&PF to review pre-MPO work products and to apprise members of important updates.

3. MPO Organizational Structure (Contractor)

The contractor will prepare the necessary materials to assist the pre-MPO Technical Committee (and eventual Policy Board) and to make recommendations to the Governor regarding a final MPO organizational structure. The contractor will recommend organizational arrangements, including independent and hosted models that balance cost savings & efficiency gains with adequate MPO staff independence from any one MPO member. Work/deliverables include:

- a. Legal review of State and federal MPO Statutes
- b. Research regarding MPO organizational structures and best practices (literature review)
- c. Short list of recommended structures/arrangements with pros & cons
- d. Recommended positions for the governor to select, including primary boards (i.e. policy board and technical advisory committee) and any supplementary boards and committees (e.g. citizen advisory committee)

4. Draft Bylaws/ Policies & Procedures (Contractor)

The proposed bylaws and/or policies & procedures document will propose structures, roles, responsibilities, and/or processes for boards/committees and MPO staff.

5. FFY2021 Scope, Schedule & Budget (MSB)

In anticipation of pre-MPO planning funds for FFY2021 through ADOT&PF, MSB

will coordinate with ADOT&PF in the 3rd Quarter of FFY2020 to create the scope, schedule & budget for FFY2021 planning funds.

B. Project Schedule:

Tasks	FFY2020											
	Q1			Q2			Q3			Q4		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
MOA: ADOT&PF & MSB												
Scope, Schedule, Budget: FFY2020												
Hire Contractor/ MPO Coordinator												
Form Pre-MPO Technical Committee												
Organizational Structure												
Draft Bylaws/ Policies & Procedures												
Scope, Schedule, Budget: FFY2021												

C. Budget: All work to be completed within this scope shall not exceed \$100,000.00.

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THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

Department of Transportation and
Public Facilities

DIVISION of PROGRAM DEVELOPMENT and STATEWIDE PLANNING
Office of the Director, Headquarters

3132 Channel, Suite 200
P.O. Box 112500
Juneau, Alaska 99811-2500
Main: (907) 465-4070
Fax number: (907) 465-6984
dot.alaska.gov

October 1, 2021

Ms. Kim Sollien, Planning Services Manager
Planning and Land Use Department
Matanuska-Susitna Borough
350 E Dahlia Ave
Palmer, AK 99645

RE: Metropolitan Planning (PL) estimated funding distribution for FFY 2022

Dear Ms. Sollien,

This letter serves to advise you of the State of Alaska's Department of Transportation & Public Facilities (DOT&PF) intended distribution of Metropolitan Planning (PL) funds for Federal Fiscal Year 2022 (FFY22). The 2014 Alaska Metropolitan Planning (PL) distribution formula includes funding for discretionary funding requests, for which you requested funding to support pre-MPO planning work.

The Mat-Su Borough may plan on \$210,000 in federal PL funds for FFY22. Matching funds of 9.03% will need to be provided by the Mat-Su Borough. To access this funding, please work with your area planner, Allen Kemplen, to confirm matching funds availability and continue with the task scope, deliverables, and estimate. The current Federal Highways ICAP rate is 4.64%, which should be factored into your budget.

If you have questions or concerns, please contact myself, Adam Moser, or Allen Kemplen.

Sincerely,

A handwritten signature in blue ink that reads "Benji M White".

Ben White
Director

"Keep Alaska Moving through service and infrastructure."

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Addendum A

Mat-Su MPO Interim Project Manager Support

Phase III Scope, Schedule & Budget

FFY2022-FFY2023

March 2022-April 2023

Task 1 – 2023/2024 Unified Planning Work Plan (UPWP)

Assist and support the Mat-Su MPO Interim Project Manager in developing the 2023-2024 UPWP that will include a budget narrative for \$400,000 in planning funds through a collaborative effort with the State of Alaska Department of Transportation and Public Facilities (ADOT&PF). The narrative will include 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 sources of funds. It shall identify work proposed for the next two-year period by major activity and task, including activities that address the planning factors in 23 CFR 450.306(b), in sufficient detail to indicate the proposed funding by task/activity and a summary of the total amounts and sources of federal and matching funds. This may be submitted as part of the state's planning work program if a simplified statement of work is used in accordance with 23 CFR 420. Draft completion by June 1, 2022. Public comment period June 15-July 15, 2022. Final approved by August 15, 2022.

Completion Date: August 15, 2022

Task 2 – Public Participation Plan & "MPO 101"

Assist and support the Mat-Su MPO Interim Project Manager in implementing and further developing the MVP Transportation Public Participation Plan (PPP) that defines a process for providing individuals, affected public agencies, representatives of public transportation, employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation services (including inter-city bus operators, employer-based commuting programs, such as carpools and vanpools, and others) representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled and other interested parties with reasonable opportunity to be involved in the metropolitan planning process. The PPP shall be developed and implemented in consultation with all interested parties and shall, at a minimum, describe explicit procedures, strategies, and desired outcomes in accordance with 23 CFR 450.316. The PPP shall inform the public participation expectations for the boundary development and MTP processes. With the recent COVID-19 pandemic and social distancing guidelines mandated by State and local governments, new provisions for public meetings will

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be implemented as well as the typical public participation efforts that have historically been used, including a heavy focus on social media.

The purpose of the PPP is to set procedures for the MPO to engage residents in transportation planning process in a meaningful way. Key elements of this plan include the following:

- Maintaining an MPO website¹ with staff and committee member contact information, operating documents, plans and policies, project information, meeting calendar and agenda packets and minutes, online public comment submission form, and an interactive map for the MPA that shows the transportation network with comment form that welcomes any and all comments to the MPO.
- Hosting all committee meetings openly and accessible by the public, including Technical Committee, Policy Board and all other subcommittee, work session, and project-specific meetings
- Preparing meeting agendas, packets, and minutes for all committee meetings and implementing on-line sign-in sheets
- Establish a brand for the MPO, including branding guidelines and styles
- Providing public comment periods, open house events, workshops, online surveys, interactive maps, and other opportunities to comment on all plans, including the UPWP, MTP, TIP, PPP, Title VI, and supplemental plans to be developed as the MPO matures
- Maintaining a presence on social media (Facebook, Twitter, Instagram, and LinkedIn) for additional interaction and opportunity for the public to engage in the transportation planning process
- Hosting local transportation planning events
- Advertising all meetings, events, and public comment opportunities in the newspaper, on a website and social media accounts, local bulletin boards, radio and television, and online public notices with the Borough and Alaska DOT&PF
- Completion and distribution of the "MPO 101" outreach materials intended as a first introduction of the new MPO to the public. This document will be highly visual and graphics-based, easily understandable, and accessible to the Mat-Su community.

Completion Date: October 31, 2022

¹ Different than the Phase I project website; this will be the official MPO website

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OR 22-017*

Task 3 – Documents supporting the Mat-Su MPO Operating Agreement

Assist and support the Mat-Su MPO Interim Project Manager in finalizing the necessary materials to facilitate the pre-MPO Steering Committee in making a formal recommendation to the pre-MPO Policy Board regarding a preferred MPO organizational structure including:

- Proposed bylaws
- Organizational Structure
- Roles, responsibilities, and/or processes for Policy Board and Technical Committee
- MPO staffing plan and budget
- Public Participation Plan (PPP)
- Unified Planning Work Plan (UPWP)
- MPO Boundary

Completion Date: October 31, 2022

Task 4 – Support Services

This task encompasses all additional program support needs for the operation of the MPO, including but not limited to assisting the Mat-Su MPO Interim Project Manager with the following:

- Develop and submit CAPSIS request for seed money for office operations and MTP
- Facilitate the development and adoption of agreements allowing meaningful consultation and input from the tribal governments
- Facilitate the development and adoption of MPO policies and procedures
- Facilitate the development and adoption of resolutions of support from Pre-MPO Policy Board member organizations including the Matanuska-Susitna Borough (MSB), Cities of Palmer and Wasilla, ADOT&PF, Valley Transit, Knik Tribe, Chickaloon Native Village, and Mat-Su Trails Foundation.
- Facilitate the development and adoption of intergovernmental agreements for how partner organizations will support the MPO
- Facilitate the development and adoption of a performance-based planning agreement with the state
- Review and finalization of the MPO agreements, bylaws, operating agreement and policies and procedures as needed
- Establish and coordinate MPO Policy Board member fees and in-kind contributions through the Intergovernmental Operating Agreement for Operations of the MPO
- Conduct monthly meetings of the Pre-MPO Steering Committee and Policy Board
- Coordinate and establish the final MPO structure for transmittal to the Governor

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- Educate the public on the MPO and its function and value
- Implement the 2022 UPWP and produce quarterly reports
- Develop the 2023-2024 UPWP
- Monitor the IIJA Guidance
- Study the Federal Regulations for Metropolitan Transportation Planning
- Coordinate with the State, AMATS, and FAST Planning on PL and STPBG funding, target setting, and other transportation issues of common interest
- MPO budget preparation, tracking, and amendments
- Set performance targets
- Attend and participate in local, regional, and state committee and commission meetings
- Provide guest presentations to committees, commissions, local organizations and chapters, and other interest groups
- Attend project status meetings, open house events, stakeholder group, and other DOT&PF and Borough planning meetings
- Review and submittal of comments on local, state, and federal legislation and planning documents
- General communication, correspondence, and presentations to members of the public, organizations, agencies, elected/appointed officials, and other interested parties
- Implement the strategy for MPO boundary development
- Attend the annual AMPO conference and report findings back to the Pre-MPO Policy Board and Steering Committee

Completion Date: April 30, 2023

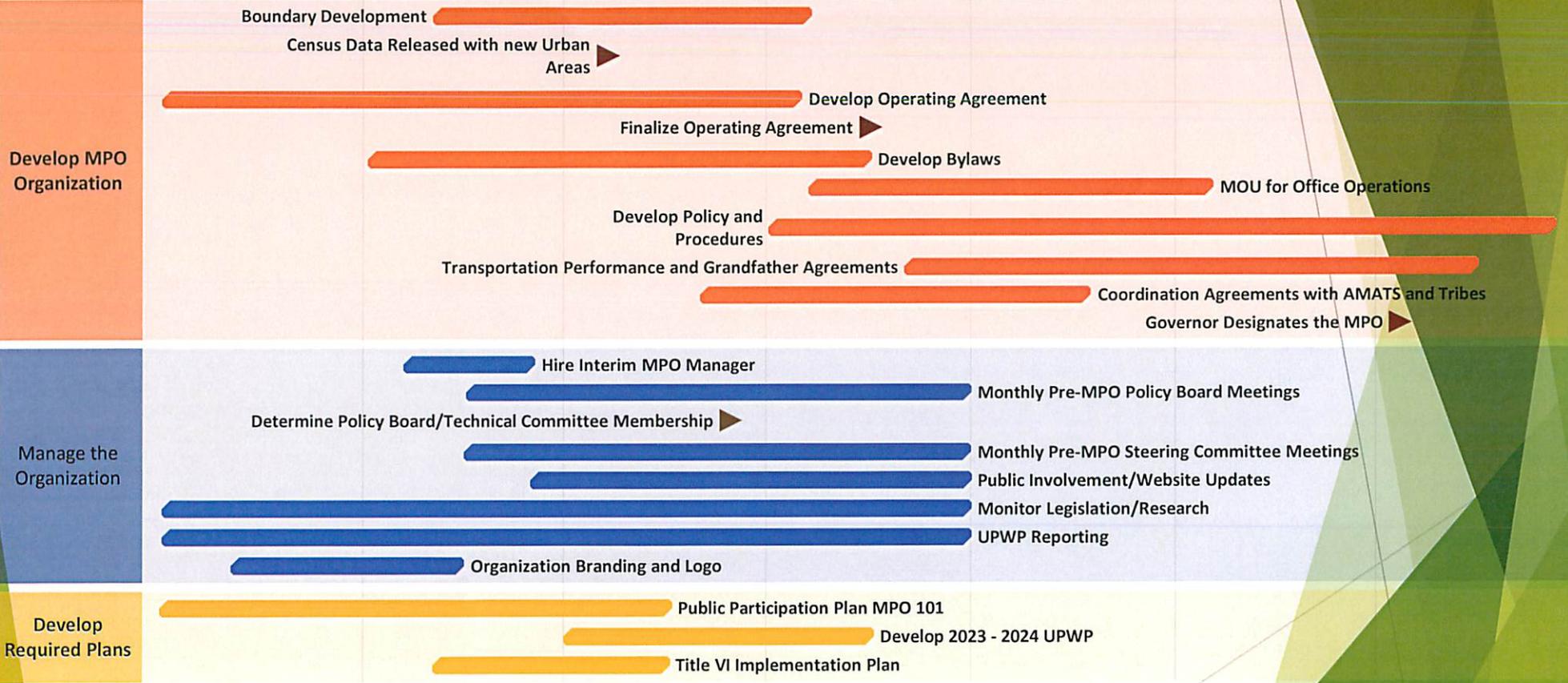
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Budget – Interim Project Manager Support

Task	Description	Fund code	FFY 2021
100 Plans and Programs			
100 A	2023/2024 UPWP	PL	\$7,000
100 B	Public Participation Plan	PL	\$15,000
100 C	Operating Agreement & Associated Documents	PL	\$40,000
100 D	Supportive Services	PL	\$8,000
	Subtotal		\$70,000
	9.03 % Match MSB	Cash or in-kind	\$6,948
	Total		\$76,948

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RS 22-015
OR 22-017*

Q4 | Q1 2022 | Q2 | Q3 | Q4 | Q1 2023 | Q2



FFY 2022 Mat-Su Valley Planning for Transportation Pre-MPO Work Plan

Revised 1/7/2022

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 DR 22-017