

Introduced by: Mayor Matherly and  
Council Member Cleworth  
Date: January 28, 2019

**ORDINANCE NO. 6094**

**AN ORDINANCE APPROVING THE FAST PLANNING INTER-  
GOVERNMENTAL OPERATING AGREEMENT**

**WHEREAS**, on March 15, 2003, the City of Fairbanks, City of North Pole, State of Alaska, and the Fairbanks North Star Borough entered into the Fairbanks Metropolitan Area Transportation System (FMATS) Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning in the Metropolitan Area of the Fairbanks Metropolitan Planning Organization; and

**WHEREAS**, the FMATS Inter-Governmental Operating Agreement and Memorandum of Understanding was amended on October 16, 2013; and

**WHEREAS**, the Fixing America's Surface Transportation Act (FAST Act) was passed into law on December 4, 2015; and

**WHEREAS**, on September 27, 2017, the FMATS policy board passed a motion to reorganize FMATS as an independent organization; and

**WHEREAS**, on March 21, 2018, the FMATS policy board passed a motion to transition FMATS to a 501(c)3 nonprofit corporation; and

**WHEREAS**, on April 18, 2018, the FMATS policy board passed a motion to rename FMATS as Fairbanks Area Surface Transportation Planning (FAST Planning), adopted Articles of Incorporation, and revised its Bylaws; and

**WHEREAS**, on June 20, 2018, the FMATS policy board revised and readopted the Articles of Incorporation and filed them with the State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business & Professional Licensing to become a nonprofit corporation; and

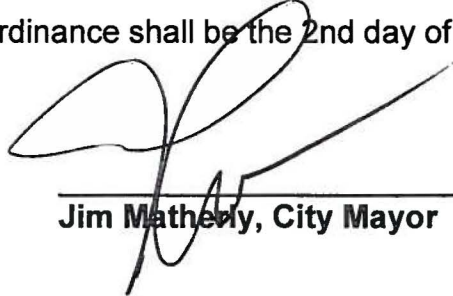
**WHEREAS**, on January 17, 2019, the FMATS policy board approved the FAST Planning Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning, attached as Attachment A to this ordinance; and

**WHEREAS**, approval of the Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning by the governing bodies of the City of Fairbanks, the City of North Pole, and the Fairbanks North Star Borough and by the Governor of the State of Alaska is required.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:**

**Section 1.** That the Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning attached as Attachment A is hereby approved.

**Section 2.** That the effective date of this Ordinance shall be the 2nd day of March 2019.



---

Jim Matheny, City Mayor

AYES: Ottersten, Cleworth, Rogers, Kun, Therrien, Pruhs  
NAYS: None  
ABSENT: None  
ADOPTED: February 25, 2019


ATTEST:

APPROVED AS TO FORM:



---

D. Danyielle Snider, CMC, City Clerk



---

Paul J. Ewers, City Attorney

# Attachment A to Ordinance No. 6094

**Fairbanks North Star Borough,  
City of Fairbanks,  
City of North Pole,  
and  
State of Alaska**

**FAIRBANKS AREA SURFACE TRANSPORTATION PLANNING**

**INTER-GOVERNMENTAL OPERATING AGREEMENT  
and  
MEMORANDUM OF UNDERSTANDING  
for  
TRANSPORTATION AND AIR QUALITY PLANNING**

**In the  
Metropolitan Area  
of the  
Fairbanks Metropolitan Planning Organization**

Fairbanks North Star Borough,  
City of Fairbanks,  
City of North Pole,  
and  
State of Alaska

FAIRBANKS AREA SURFACE TRANSPORTATION PLANNING INTER-  
GOVERNMENTAL OPERATING AGREEMENT  
AND  
MEMORANDUM OF UNDERSTANDING  
FOR  
TRANSPORTATION AND AIR QUALITY PLANNING

In the Metropolitan Area of the Fairbanks Metropolitan Planning Organization

This Fairbanks Area Surface Transportation Planning Intergovernmental Operating Agreement and Memorandum of Understanding is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the State of Alaska, the City of Fairbanks, the City of North Pole, and the Fairbanks North Star Borough.

WITNESSED, THAT:

Whereas, the above referenced Parties entered into the Fairbanks Metropolitan Area Transportation System (FMATS) Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning in the Metropolitan Area of the Fairbanks Metropolitan Planning Organization on March 15, 2003; and

Whereas, the FMATS Inter-Governmental Operating Agreement and Memorandum of Understanding was amended on October 16, 2013; and

Whereas, the Fixing America's Surface Transportation Act (FAST Act) was passed into law on December 4, 2015; and

Whereas, the FMATS policy board passed a motion to reorganize FMATS as an independent organization on September 27, 2017; and

Whereas, the FMATS policy board passed a motion to transition FMATS to a 501(c)3 nonprofit corporation on March 21, 2018; and

Whereas, the FMATS policy board passed a motion to rename FMATS as Fairbanks Area Surface Transportation Planning (FAST Planning), adopted Articles of Incorporation, and revised their Bylaws on April 18, 2018; and

Whereas, the FMATS policy board passed a resolution to initiate operation of FAST Planning as an independent organization on May 16, 2018; and

Whereas, the FMATS policy board revised and readopted the Articles of Incorporation and filed them with the State of Alaska's Department of Commerce, Community, and Economic Development Division of Corporations, Business, & Professional Licensing to become a nonprofit corporation on June 20, 2018.

Now, therefore, the above referenced Parties agree to the Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning, which supersedes and replaces the 2003 FMATS Inter-Governmental Operating Agreement and Memorandum of Understanding and its subsequent amendment, as follows:

## **SECTION 1 – PARTIES TO THIS AGREEMENT**

The Parties to this Agreement are the State of Alaska (State), Fairbanks North Star Borough (FNSB), City of Fairbanks, and City of North Pole.

## **SECTION 2 – PURPOSE**

This Agreement is entered into in accordance with 23 USC § 134 – 135, 49 USC § 5303 – 5306, and 23 CFR 450.300 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).

## **SECTION 3 – LEGAL AUTHORITY**

### **3.1 Federal Transportation Planning Statutes**

23 USC § 104(f), 23 USC § 134 and 49 USC § 5303 – 5306 provide funding and require designation of a metropolitan planning organization (MPO) 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 local governments to coordinate the planning and construction of all urban transportation facilities with a continuing, cooperative, and comprehensive transportation planning process.

### 3.2 MPO Designation

On April 14, 2003, the Governor of the State of Alaska designated the MPO and identified the FMATS Policy Board as the body providing the direction of transportation planning in the MPA in accordance with Federal law.

### 3.3 Federal Air Quality Regulations

Air Quality Title 42 USC § 7504 et. seq. requires each area-wide air quality planning agency to prepare an area-wide 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 FNSB has also adopted an Air Quality Plan, which is the local component of the SIP. The ADEC and FNSB shall coordinate transportation related air quality planning within the MPO.

## **SECTION 4 – DEFINED TERMS**

“ADEC” means the State of Alaska Department of Environmental Conservation.

“ADOT&PF” means the State of Alaska Department of Transportation and Public Facilities.

“AIR QUALITY PLAN” means the Fairbanks component of the SIP for air quality regarding air quality strategies in nonattainment areas.

“ASSEMBLY” means the FNSB Assembly, the legislative governing body of the FNSB.

“CITY OF FAIRBANKS” means the home rule city, a political subdivision of the State of Alaska, and the largest city within the MPA.

“CITY OF NORTH POLE” means a home rule city, a political subdivision of the State of Alaska, located within the MPA.

“CO” means Carbon Monoxide; a colorless, odorless, poisonous gas produced by incomplete combustion of fossil fuels; one of the six criteria pollutants for which the EPA has set NAAQS under the Clean Air Act.

“CONFORMITY” means a Clean Air Act (42 U.S.C. 7506(c)) requirement that ensures that Federal funding and approval are given to transportation plans, programs, and projects that are consistent with the air quality goals established by a SIP. Conformity to the purpose of the SIP means that transportation activities will not cause new air quality violations, worsen existing violations, or delay timely attainment of the NAAQS or any required interim emission reductions or other milestones in any nonattainment or

maintenance area. The transportation conformity regulations (40 CFR part 93, subpart A) sets forth policy, criteria, and procedures for demonstrating and assuring conformity of transportation activities.

“CONSULTATION” means that one or more parties confer with other identified parties in accordance with an established process and, prior to taking action(s), considers the views of the other parties and periodically informs them about action(s) taken. This definition does not apply to the “consultation” performed by the States and the MPOs in comparing the long-range statewide transportation plan and the MTP, respectively, to State and tribal conservation plans or maps or inventories of natural or historic resources.

“COOPERATION” means that the parties involved in carrying out the transportation planning and programming processes work together to achieve a common goal or objective.

“COORDINATION” means the cooperative development of plans, programs, and schedules among agencies and entities with legal standing and adjustment of such plans, programs, and schedules to achieve general consistency, as appropriate.

“DBE” or “Disadvantaged Business Enterprise” means a for-profit small business concern (1) that is at least 51-percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

“EPA” means the United States Environmental Protection Agency.

“FAIRBANKS CITY COUNCIL” means the legislative governing body of the City of Fairbanks.

“FAST PLANNING” means the Fairbanks Area Surface Transportation Planning.

“FHWA” means the Federal Highway Administration, an operating agency of the United States Department of Transportation (USDOT).

“FMATS” means the Fairbanks Metropolitan Area Transportation System.

“FNSB” means the Fairbanks North Star Borough, a second-class borough, a political subdivision of the State of Alaska that includes the City of Fairbanks, City of North Pole, and MPA within its boundaries.

“FTA” means the Federal Transit Administration, an operating agency of the USDOT.

“MAINTENANCE AREA” means any geographic region of the United States that the

EPA previously designated as a nonattainment area for one or more pollutants pursuant to the Clean Air Act Amendments of 1990, and subsequently re-designated as an attainment area subject to the requirement to develop a maintenance plan under section 175A of the Clean Air Act, as amended.

“MPA” or “METROPOLITAN PLANNING AREA” means the geographic area in which the MPO carries on metropolitan transportation planning process as described in Section 5.4 of this Agreement.

“MPO” or “METROPOLITAN PLANNING ORGANIZATION” means the policy board created by Section 5.2 of this Agreement to carry out the metropolitan transportation planning process.

“MTP” or “METROPOLITAN TRANSPORTATION PLAN” means the official multimodal transportation plan addressing no less than a 20-year planning horizon that the MPO develops, adopts, and updates through the MTP process.

“NAAQS” or “National Ambient Air Quality Standards” means those standards established pursuant to section 109 of the Clean Air Act (42 USC 7409).

“NONATTAINMENT AREA” means any geographical region of the United States that EPA designated as a nonattainment area under section 107 of the Clean Air Act (42 USC 7409) for any pollutant for which an NAAQS exists.

“NORTH POLE CITY COUNCIL” means the legislative governing body of the City of North Pole.

“PL FUNDS” means the Federal Highway Administration Metropolitan Transportation Planning funds authorized under 23 USC 104 to carry out the requirements of 23 USC 134.

“PM<sub>2.5</sub>” means Fine Particulate Matter that is less than 2.5 microns in diameter. PM<sub>2.5</sub> is a product of combustion, primarily caused by burning fuels. Particulate matter is one of the six criteria pollutants for which the EPA has set NAAQS under the Clean Air Act.

“POLICY BOARD” means the board established under Section 5.2 of the Agreement for cooperative decision-making in accordance with this Agreement.

“PUBLIC PARTICIPATION PLAN” means a documented process for providing citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representative 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 opportunities to be involved in the metropolitan transportation planning process.



“SECTION 5303 FUNDS” means the FTA funds made available under 49 USC 5305(g) to carry out the requirements of 49 USC 5303.

“SIP” or “STATE IMPLEMENTATION PLAN” means, as defined in section 302(q) of the Clean Air Act (42 USC 7602(q)), the portion (or portions) of the implementation plan, or most recent revision thereof, which has been approved under section 110 of the Clean Air Act (42 USC 7410), or promulgated under section 110(c) of the Clean Air Act (42 USC 7410(c)), or promulgated or approved pursuant to regulations promulgated under section 301(d) of the Clean Air Act (42 USC 7601(d)) and which implements the relevant requirements of the Clean Air Act.

“STATE” means the State of Alaska.

“TECHNICAL COMMITTEE” means the FAST Planning committee established in Section 5.3 of this Agreement for the cooperative decision-making in accordance with this Agreement.

“TIP” or the “TRANSPORTATION IMPROVEMENT PROGRAM” means 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 MTP process, consistent with the MTP, and required for projects to be eligible for funding under title 23 USC and title 49 USC chapter 53.

“USDOT” means the United States Department of Transportation.

“UPWP” or “UNIFIED PLANNING WORK PROGRAM” means a statement of work identifying the planning priorities and activities to be carried out within a MPA. 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.

“URBANIZED AREA” means a geographic area with a population of 50,000 or more, as determined by the Bureau of the Census.

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

### **5.1 FAST Planning**

FAST Planning is the MPO’s staffed organization, in cooperation with the State and public transportation operators.

5.1.1 In order to receive and expend federal funding for transportation and air quality improvements there must be coordination between the State and

the MPO as required by federal regulation. Therefore, the purpose of FAST Planning 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.

## 5.2 Policy Board

The FAST Planning Policy Board (Policy Board) shall have as members, a designated representative of the ADOT&PF, FNSB Mayor, City of Fairbanks Mayor, City of North Pole Mayor, a designated representative of ADEC, a designated representative of the FNSB Assembly, and a designated representative of the Fairbanks City Council. Each member of the Policy Board shall have one vote. FAST Planning's Executive Director will serve as Secretary to the Policy Board.

### 5.2.1 Powers and Duties of the Policy Board

The Policy Board shall have overall responsibility for the implementation of this Agreement, coordination of FAST Planning's efforts and responsibilities of FAST Planning's Technical Committee, and the ultimate development and adoption of the UPWP, TIP, and MTP.

## 5.3 Technical Committee

FAST Planning shall have a technical committee, which consists of representatives, such as engineers, planners, and other specialists from the City of Fairbanks, City of North Pole, FNSB, ADOT&PF, ADEC, Fort Wainwright, University of Alaska Fairbanks, Alaska Railroad Corporation, Fairbanks International Airport, local freight industry, and local Tribal entities. Each member of the FAST Planning Technical Committee (Technical Committee) shall have one vote and all actions of the Technical Committee, including recommendations to the Policy Board, shall be by a majority vote of the total authorized number of members.

## 5.4 MPA

The MPA specified by 23 USC § 134(e) shall be the geographical area shown on Attachment #1 to the Agreement incorporated herein by reference. Provided such boundaries conform to the requirements of 23 USC § 134(e), the MPO and the Governor may mutually agree to change the boundaries of the MPA.

## 5.5 MPO Self-certification

Every four years the MPO will self-certify to the FHWA and the FTA that the

planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable requirements of 23 CFR 450.336.

## **SECTION 6 – KEY PLANS and PROGRAMS**

6.1 There are three primary planning or programming activities that the MPO is responsible for developing. This section summarizes these key plans and programs, which include the MTP, TIP, and UPWP.

### **6.1.1 MTP**

The MPO, in cooperation with the State, is responsible for developing or updating an MTP. The MPO shall follow the latest federal planning requirements, as prescribed in 23 CFR 450.322. For so long as the MPA is within an air quality nonattainment area for fine particulate matter (PM<sub>2.5</sub>), the MPO shall update the MTP every four years as prescribed by 23 USC § 134(i).

### **6.1.2 TIP**

The MPO, in cooperation with the State, is responsible for developing or updating the TIP. The MPO shall follow the latest federal planning requirements, as prescribed in 23 CFR 450.324.

### **6.1.3 UPWP**

(1) The MPO, with full assistance from the State and all other cooperating agencies, is responsible for developing or adjusting the UPWP, as prescribed by 23 CFR 450.308. The MPO shall:

(a) Describe all the transportation and air quality planning activities to be completed in a fiscal year.

(b) Ensure early coordination with FHWA and FTA.

(2) No later than July 1 of each year, the ADOT&PF, in consultation with FAST Planning, will provide to the Policy Board in writing the amount of estimated Federal PL and Section 5303 funds, and required match ratios, to be made available to FAST Planning for the next fiscal year of October 1 through September 30. ADOT&PF, FNSB, and MPO staff shall recommend work tasks with budgets for tasks in which it participates. MPO staff shall develop and implement a UPWP public involvement program, within a Public Participation Plan, and prepare a UPWP with the full cooperation

of ADOT&PF, FNSB, and the MPO. Discussions between ADOT&PF, FNSB, and MPO shall take place to determine how the proposed tasks can be accomplished in the most efficient and effective manner. The UPWP shall be reviewed by the Technical Committee, approved by the Policy Board, and forwarded to ADOT&PF for concurrent approval by FHWA and FTA prior to any work being performed.

## 6.2 Changes/Amendments to Key Plans and Programs

### 6.2.1 Amendments to the MTP and TIP

The MPO, with its responsibility to maintain existing plans and programs, shall approve amendments, in accordance with its Public Participation Plan. An Amendment is triggered by the addition or deletion of a project or a major change in the project cost, project / project phase initiation dates, or a major change in design concept or design scope. An amendment is a revision that requires public review and comment periods consistent with the FMATS public involvement policy, re-demonstration of fiscal constraint, or a conformity determination (for MTPs and TIPs involving “non-exempt” projects in nonattainment and maintenance areas). Amendments require the concurrence of the MPO, ADOT&PF, FHWA, and FTA before becoming effective.

### 6.2.2 Administrative Modifications to the MTP and TIP

The MPO, with its responsibility to maintain existing plans and programs, shall approve Administrative Modifications in accordance with the Public Participation Plan. An Administrative Modification is triggered by a minor revision to a metropolitan transportation plan or TIP 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. It is a revision that does not require public review and comment, re-demonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas). Administrative Modifications require the concurrence of the MPO and the ADOT&PF before becoming effective. The FHWA and FTA will be notified as soon as possible of these changes.

### 6.2.3 Amendments/Changes to the UPWP

Changes in work assignments and studies to be performed to meet the air quality and transportation planning requirements may be made by the MPO 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 UPWP. Reimbursement will be made by ADOT&PF in accordance with procedures stated herein and shall be expended only on the UPWP approved by the MPO, ADOT&PF, FHWA, and FTA.

(1) Changes in funding levels for tasks, or changes in tasks, shall be requested as soon as possible after the need for such change is recognized.

(a) Amendment to the UPWP  
(No additional funding required)

An Amendment to the UPWP is triggered when task budget amounts exceed 10 percent of the original approved program budget, when there are individual changes of \$25,000 or more to task budgets, or when there are significant scope changes. Amendments require the concurrence of the MPO, ADOT&PF, FHWA, and FTA before becoming effective. Amendments to the UPWP require public review.

(b) Administrative Modifications to the UPWP  
(No additional funding required or no significant change to scope)

An Administrative Modification is triggered when task budget amounts do not exceed 10 percent of the approved program budget or when individual changes are for \$25,000 or less of a task budget. Administrative Modifications require the concurrence of the MPO and the ADOT&PF before becoming effective. The FHWA and FTA will be notified as soon as possible of these changes.

### 6.3 Air Quality Plan

The ADEC, with assistance from the FNSB, and in coordination with the MPO, is responsible for developing and updating an Air Quality Plan, which shall:

- (1) Identify area-wide objectives and policies required to attain and maintain the NAAQS for CO and PM<sub>2.5</sub> for the MPA;
- (2) Inventory technical, physical, and other air quality planning data;
- (3) Analyze alternatives and establish strategies designed to attain and maintain the NAAQS for the MPA;
- (4) Address any other air quality issues required by the EPA or

USDOT within the MPA;

- (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 PM<sub>2.5</sub> standards within the nonattainment area and continue maintenance of the CO standards until no longer required.

## **SECTION 7 – CONSULTANT CONTRACTS**

- 7.1 FHWA and FTA Approval: For all federally-funded work to be done under a consultant contract, prior FHWA and/or FTA approval is required before a Request for Proposal (RFP) is issued. Early coordination is essential. The contracting agency will be the ADOT&PF which will coordinate review and approvals directly with FHWA and FTA.
- 7.2 ADOT&PF Approval: The contracting agency will be the ADOT&PF for review of the final RFP, scope of services, project budget, and project management plan. ADOT&PF shall also reserve the right to select members for the Selection Committees for all consultant contracts. ADOT&PF may provide opportunity to FAST Planning, as appropriate, to serve on the Selection Committees.
- 7.3 Work Products: ADOT&PF and FAST Planning will have an opportunity to review draft work products prior to review by the Technical Committee and Policy Board.
- 7.4 Inspection of Work: ADOT&PF shall at all times be accorded review and inspection of the work performed by consultants and shall at all reasonable times have access to the premises, to all data, notes, records, correspondence, and instruction memoranda or description which pertain to the work involved.

## **SECTION 8 – ADDITIONAL AND SEPARATE WORK PROJECTS**

From time to time, ADOT&PF or the MPO may desire one of the other parties to perform additional work projects for services separate and apart from those set forth in the UPWP. At such times, the requesting party will notify the other party of the intention, including a request for the specific work and/or services desired. If the other party is willing and able 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 9 – PROGRAM REPORTING REQUIREMENTS

### 9.1 Reporting: UPWP

In accordance with 23 CFR 420.117, the ADOT&PF is responsible for monitoring the UPWP supported activities to assure compliance with applicable Federal requirements and assure performance goals are being achieved. Monitoring must cover each program, function or activity. The reporting procedures shall include, but are not limited to, the following:

#### 9.1.1 Quarterly Reports

All parties receiving federal planning funds pursuant to this Agreement shall prepare a quarterly financial statement and a narrative progress report for all tasks identified in the UPWP for which they are responsible and submit to the ADOT&PF Northern Region office no later than 30 days following the last day of each UPWP fiscal quarter. The quarterly reports shall serve as the basis for quarterly reimbursements.

Within 40 days of the last day of the fiscal quarter, ADOT&PF will compile all reports and shall either, review and approve the reports, or request modifications. Upon approval, the ADOT&PF Northern Region staff will forward the reports to the MPO.

If ADOT&PF requests modifications, the report will be forwarded to the MPO as a draft report. Within 50 days following the last day of each UPWP fiscal year quarter, all requested report modifications shall be submitted to ADOT&PF Northern Region. Upon approval, the ADOT&PF will re-submit the report to the MPO no later than 60 days following the last day of each UPWP fiscal year quarter.

This final UPWP Quarterly Report shall consist of the following:

- (1) A financial statement which shall include task and program summary of the following data:
  - (a) Current quarterly expenditures
  - (b) UPWP fiscal year to date expenditures
  - (c) PL, Sec. 5303, and local funds / in-kind expended to date
  - (d) PL, Sec. 5303, and local funds / in-kind remaining
  
- (2) A narrative progress report which shall include:
  - (a) A description of work accomplished during the quarter

- (b) Significant events (i.e. travel, training, conferences)
- (c) Milestones reached in sufficient detail to justify the quarterly expenditures

For tasks consisting of a scheduled completion date, the progress report shall include each task's percentage complete, explanatory information on the progress, and any issues relating to the task such as schedule delays.

#### 9.1.2 Annual Report

Upon receipt of the final (fourth quarter) UPWP Quarterly Report, the ADOT&PF will draft the UPWP Annual Report. The ADOT&PF will forward the UPWP Annual Report to the MPO no later than 60 days following the last day of the UPWP fiscal year. The ADOT&PF will submit the UPWP Annual Report to FHWA and FTA to meet the reporting requirements of 23 CFR 420.117, as currently adopted or hereafter amended. DOT&PF may combine the UPWP Annual Report with similar reports from other subrecipients of federal planning funds into a single report.

The Annual Performance and Expenditure Report for the UPWP fiscal year will contain all information required by 23 C.F.R. 420.117.

#### 9.1.3 Significant Events

Events that have significant impact on UPWP work elements must be reported by the Parties to this Agreement to ADOT&PF as soon as they become known. The types of events or conditions that require reporting include: problems, delays, or adverse conditions that will materially affect the ability to attain program objectives. This disclosure must be accompanied by a statement of action taken, or contemplated, and any Federal assistance required resolving the situation.

#### 9.1.4 Other Reports

Copies of formal reports, informal reports, and material emerging out of a task specified in the UPWP shall be governed by Section 10 of this Agreement.



## **SECTION 10 – PLANNING REPORTS**

### **10.1 Planning Reports**

From time to time, ADOT&PF and the MPO 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 Technical Committee shall review the reports.

### **10.2 Publication**

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

“This report was funded in part through grant(s) from the Federal Highway Administration and/or the Federal Transit Administration, U.S. Department of Transportation. The views and opinions of Fairbanks Area Surface Transportation Planning expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.”

Furthermore, consultant logos are prohibited from the cover of all reports, documents, etc. that are approved by FTA and FHWA.

### **10.3 Copies**

Copies of draft and final reports, documents, etc., will be provided as required to Federal and State Agencies. Parties to this Agreement will be provided copies as requested.

The FHWA reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use, the work for Government purposes.

## **SECTION 11 – DIVISION OF COST AND PAYMENT**

### **11.1 Reimbursement**

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

- (1) The Parties shall submit to ADOT&PF quarterly narrative progress reports and financial statements, as defined in Section 10 of this Agreement.
- (2) Reimbursement will be made within 30 days after ADOT&PF receives and approves the quarterly narrative progress reports and financial statements, subject to Federal planning funds being made available and received for the allowable cost.
- (3) Within 60 days of ADOT&PF's approval of the last quarter narrative progress report and financial statement for the fiscal year, ADOT&PF will close the 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 as soon thereafter as reasonably possible.

## 11.2 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 MPO with all necessary documentation in order to permit the preparation of the reports required in Section 10 of this Agreement.
- (2) Upon ADOT&PF approval of the quarterly, ADOT&PF shall submit a billing to FHWA for direct payment to ADOT&PF for approved UPWP costs.
- (3) ADOT&PF shall be reimbursed at the rate contained in the applicable UPWP.
- (4) ADOT&PF shall promptly provide the MPO with copies of its billings and statements.

## 11.3 Overruns

When expenditures are anticipated to overrun in any UPWP work element, the procedures for budget changes as outlined in Section 6.2 must be followed.

#### 11.4 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 UPWP line item budget and verified by audit. Eligibility shall conform to the provisions of 23 CFR 420.113;
- (4) Training as approved specifically in the UPWP or otherwise specifically approved by ADOT&PF, FHWA or FTA.

#### 11.5 Rate of Reimbursement

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

#### 11.6 Financial Accounting Level

The expended funds will be accounted for at the task level (100, 200, 300 etc.).

#### 11.7 Fiscal Year

The UPWP fiscal year will be October 1 to September 30.

### **SECTION 12 – 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 23 C.F.R. 420.121(f) and any other regulatory requirements applicable to the expenditure of federal funds made available for the implementation of this Agreement.

### **SECTION 13 – AUDIT PROCEDURES**

13.1 In addition to the requirements stated in this section, requirements for audit as defined in 23 CFR 420 will be used as guidelines.

13.2 Each participating party 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:

13.2.1 Each participating party 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 approved local procedures. The load rate factor is subject to adjustment based upon audits occurring during the life of this Agreement.

#### 13.2.2 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.

#### 13.2.3 Materials

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

#### 13.2.4 Out-of-Pocket Expenses

Copies of receipts shall support all expenses.

#### 13.2.5 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 UPWP.

13.3 Each consultant contract or professional services agreement, in which any party 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 Professional Services Agreement 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 OMB Circular A-133 (Single Audit Requirements).

13.4 FAST Planning may be audited every year by ADOT&PF Internal Review auditors for compliance and to insure adequate coverage. FAST Planning will additionally hire an independent Certified Public Accountant (CPA) to conduct an annual

audit of all revenues and expenditures, as well as participate in a state and/or federal single audit as requested. All Parties and/or their subcontractors under this Agreement shall maintain all records and accounts relating to their 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. All Parties 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 request to close out a fiscal year or project account does not constitute final payment.

- 13.5 Any review, which does not meet Federal requirements, will be resolved between ADOT&PF and the other party. The financial records relating to a UPWP year may be closed out once FHWA accepts the audit and final payment adjustments have been made.

#### **SECTION 14 – COMPLIANCE WITH TITLE VI, CIVIL RIGHTS ACT OF 1964**

All Parties hereby agree as a condition to receiving any Federal financial assistance from USDOT, to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title 49 CFR, Part 21, Nondiscrimination in Federally-Assisted Programs of the USDOT, Effectuation of Title VI of the Civil Rights Act of 1964.

#### **SECTION 15 – DBE PROGRAM REQUIREMENTS**

##### 15.1 Compliance

The Parties, their agents and employees shall comply with the provisions of 49 CFR 26 and Title VI of the Civil Rights Act of 1964. 49 CFR 26 requires that all parties shall agree to abide by the statements in paragraphs 15.2 and 15.3 and shall include these statements in all Parties' USDOT financial assistance agreements and in all subsequent agreements between any party and any sub-grantees and any contractor.

##### 15.2 Policy

It is the policy of the USDOT that DBEs, as defined in 49 CFR 26.5, 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 26 apply to this Agreement.

### 15.3 DBE Obligation

The Parties to this Agreement agree to ensure that DBEs, as defined in 49 CFR 26.5, 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 Parties to this Agreement and/or their contractors shall not discriminate on the basis of race, color, national origin, or in the award and performance of USDOT assisted contracts.

## **SECTION 16 - 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 MPO and the State.

## **SECTION 17 – LIMITATION OF LIABILITY**

No liability shall be attached to any party to this Agreement by reason of entering into this Agreement, except as expressly provided herein.

## **SECTION 18 – COMPLIANCE WITH LAWS**

In addition to the laws, statutes, regulations and requirements stated herein, all Parties to this Agreement 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 19 – TERMINATION OF AGREEMENT**

This Agreement will continue in force until or unless the Parties terminate the Agreement in writing.

## **SECTION 20 – NON-APPROPRIATION CLAUSE**

Nothing in this agreement shall obligate any party to expend monies if there are insufficient or other lack of funds lawfully appropriated by their respective legislative bodies for performance under this Agreement.

**SIGNATURES**

\_\_\_\_\_  
**Mayor – Fairbanks North Star Borough**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Mayor – City of Fairbanks**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Mayor – City of North Pole**

\_\_\_\_\_  
**Date**

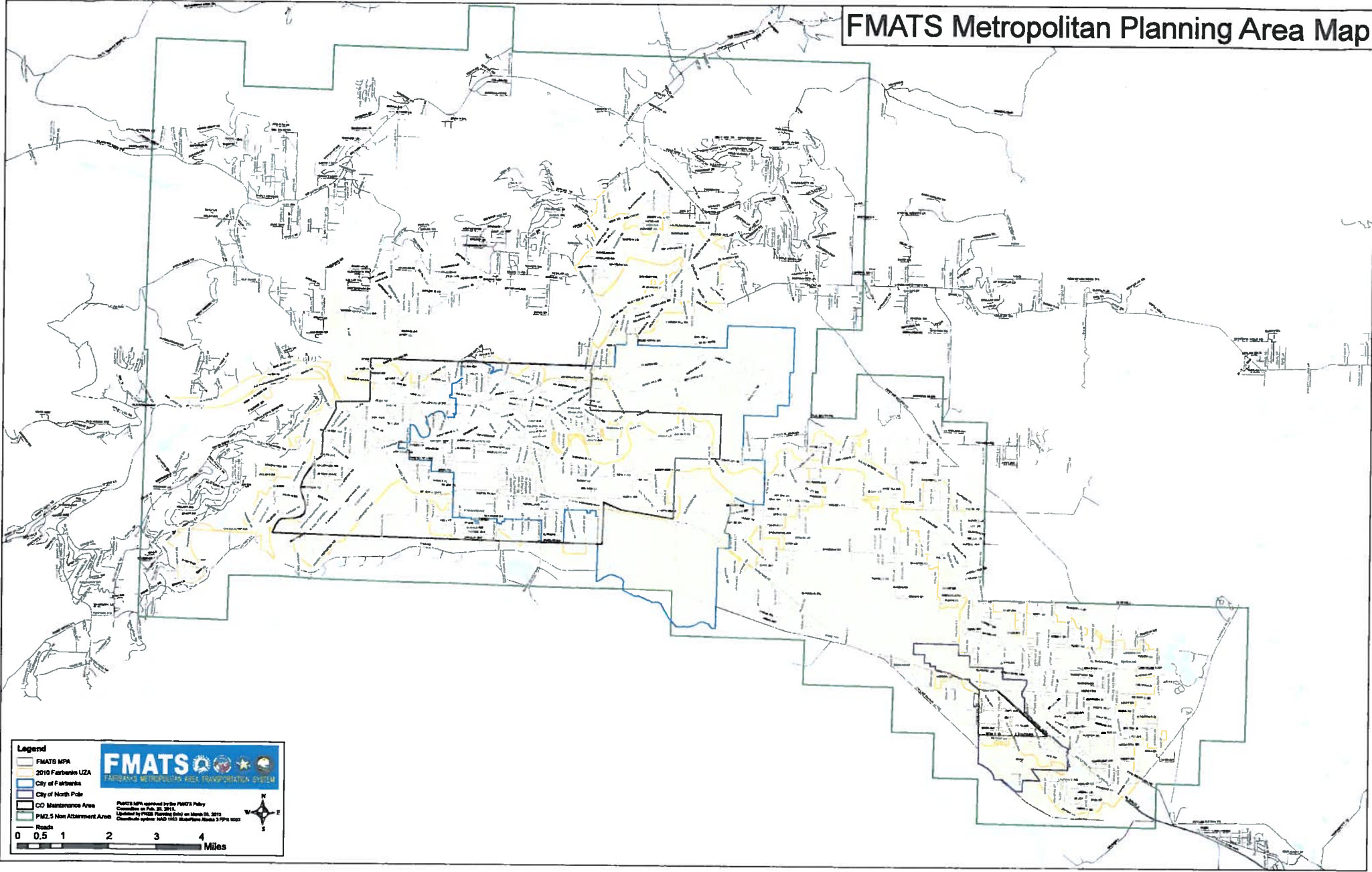
\_\_\_\_\_  
**Governor – State of Alaska**

\_\_\_\_\_  
**Date**

**Attachment #1**  
**FAST Planning Metropolitan Planning Area Map**



# FMATS Metropolitan Planning Area Map



**Legend**

- FMATS MPA
- 2010 Fairbanks LZA
- City of Fairbanks
- City of North Pole
- CO Maintenance Area
- PM2.5 Non Attainment Area
- Roads

**FMATS**  
FAIRBANKS METROPOLITAN AREA TRANSPORTATION SYSTEM

FMATS MPA approved by the FMATS Policy Committee on Feb. 28, 2011.  
Updated by PM2.5 Planning Panel on March 05, 2013.  
Coordinate system: NAD 1983 StatePlane Alaska 3 FPM 1025

0 0.5 1 2 3 4 Miles