

MEMORANDUM OF AGREEMENT

This memorandum is made between the Municipality of Anchorage ("AMATS") and the Knik Arm Bridge and Toll Authority (KABATA) concerning the exchange of the AMATS 2011 Travel Demand Model and associated data.

1. AMATS agrees to furnish KABATA, through CDM Smith, the 2011 AMATS Travel Demand Model for use in the traffic and revenue update for the Knik Arm project. Requested elements include:
 - A. *Operational model with all inputs, modeling steps/procedures/scripts for base year and all future years, including trip tables and networks.* AMATS Response: It is assumed that CDM Smith has obtained the TransCad software and Iguanaware licenses and programs along with accompanying manuals and references used to run the AMATS model. Scripting, modeling steps, procedures, and inputs are within these programs and the associated data files. AMATS will provide a copy of the AMATS model via ftp website.
 - B. *Model Outputs/Loaded Networks/Congested Speeds for Base Year and Each Future Years.* AMATS Response: Model Outputs, loaded networks and the congested speeds for the base and future years are provided.
 - C. *Model Documentation, Setup Manuals, and Other Reference Documents.* AMATS Response: Model Documentation and other references were provided to CDM Smith on 25 June 2013. KABATA/CDM Smith will obtain user manuals from TransCad and Iguanaware.
 - D. *TAZ Shape Files and Associated Data for Base Year.* AMATS RESPONSE: Requested materials will be available as part of download on the ftp website.
2. *Model Disclaimer*

KABATA agrees that any changes in input or parameters included in a public release shall be accompanied by a disclaimer that indicates the work and results are solely the product and responsibility of KABATA.
3. *Model Modifications and Name*

Once modifications occur to the 2011 AMATS Travel Demand Model, it is no longer to be called the 2011 AMATS Travel Demand Model. Since the 2011 AMATS Travel Demand Model is undergoing constant and continual updates by AMATS staff on a daily basis, the 2011 AMATS Travel Demand Model that KABATA and CDM Smith receive is only a representation of the model as it exists today.
4. *Model Documentation and Information*

KABATA, through CDM Smith or other representative, agrees to provide model documentation and information to AMATS, including but not limited to: documentation of model changes, socioeconomic updates, TAZ refinements, network and transit modification, financial, planning, and land use assumptions, network attributes that affect modeled travel times, HOV assumptions, changes to the growth factor, sensitivity testing, scripting and algorithm methodologies, and a list and map identifying the changes that were made to the data provided by AMATS. CDM Smith shall not be required to provide its proprietary formulas for the application of tolling friction.

5. *Presentation of Findings and Data*

KABATA agrees that with respect to the current exchange of information and to establish reciprocal data sharing, CDM Smith will present their findings and model assumptions to the AMATS Technical Advisory Committee and AMATS Policy Committee.

6. *Data Purpose and Need*

KABATA agrees that the requested model and data released by AMATS shall only be used for the specific project and purpose as stated.

7. *Data Control*

KABATA agrees that copies of the 2011 AMATS Travel Demand Model will not be provided to any third party, other than CDM Smith, Cardno, Inc., and Agnew::Beck, absent the consent of AMATS, which consent shall not be unreasonably withheld.

8. *Model Preparation and Liability*

The travel model files prepared by AMATS including the associated input and prescribed output files were developed for use by AMATS exclusively. AMATS assumes no responsibility for the usage of the files, their state, or suitability of use outside of the agency. The files are provided "as is" and in no event shall AMATS or the MOA be held liable for any damages arising from their use. The accuracy, validity, or reliability of the files is not guaranteed in any way. AMATS and the MOA disclaim all warranties, express or implied, including but not limited to liability for quality and fitness for a particular purpose arising out of the use of or inability to use the files. AMATS welcomes verifiable modifications necessary to enhance the integrity of the files.

Signed: _____

By: George Vakalis, Municipal Manager, Municipality of Anchorage

Date: 9/4/13

Signed: _____

By: Andrew Niemiec, Executive Director, Knik Arm Bridge and Toll Authority

Date: 8-27-13