



Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

NOTICE AND AGENDA OF PUBLIC MEETING AND POSSIBLE EXECUTIVE SESSION OF THE BOARD OF DIRECTORS (BOD) OF THE NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Board of Directors of the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") and to the general public that the Board will hold a meeting on:

Wednesday, July 20, 2016
10:00am
NAIPTA VERA Room
3773 N. Kaspar Dr.
Flagstaff, AZ 86004

Unless otherwise noted, meetings held in the Conference Room are open to the public. This is a WEB BASED meeting. Members of the Board of Directors may attend in person, by telephone or internet conferencing. Public may observe and participate in the meeting at the address above.

The Board of Directors may vote to hold an executive session for the purpose of obtaining legal advice from NAIPTA's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3). The executive session may be held at any time during the meeting. Executive sessions are not open to the public, pursuant to Arizona Open Meeting Law.

Pursuant to the Americans with Disabilities Act, persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk of the Board of Directors at 928-679-8922 (TTY Service 800.367.8939). Requests should be made as early as possible to allow time to arrange the accommodation.

The agenda for the meeting is as follows: -pages 1-3

1. CALL TO ORDER
2. ROLL CALL AND INTRODUCTIONS
3. APPROVAL OF MEETING MINUTES: 6/15/2016 -pages 4-11
4. CALL TO THE PUBLIC
The public is invited to speak on any item or any area of concern that is within the jurisdiction of the NAIPTA Board. Comments relating to items on the agenda will be taken at the time the item is discussed. The Board is prohibited by the Open Meeting law from discussing, considering or acting on items raised during the call to the public,



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

but may direct the staff to place an item on a future agenda. Individuals are limited to a five-minute presentation.

CONSENT ITEMS:

All matters under Consent Agenda are considered by the Board of Directors to be routine and will be enacted by a single motion APPROVING THE CONSENT AGENDA. If discussion is desired on any particular consent item, that item will be removed from the consent agenda and will be considered separately. All items on the Consent Agenda with financial impact have been budgeted.

- 5. APPROVE RENEWAL OF LINE OF CREDIT FROM WELLS FARGO FOR \$500,000
 -Heather Dalmolin, Administrative Director -pages 12-13
 Staff recommends the Board of Directors direct and authorize staff to renew the Wells Fargo credit line in the amount of \$500,000 to provide cash flow assistance as needed.

DISCUSSION / ACTION ITEMS:

- 6. JANUARY 2017 SERVICE ENHANCEMENTS PUBLIC HEARING AND REVIEW PROPOSED SERVICE CHANGES -pages 14-17
 -Alicia Becker, Transit Planner
 Staff recommends the Board of Directors: 1) Conduct a public hearing on proposed service enhancements and route expansion for January 2017; 2) Review the proposed service enhancements and route expansion for January 2017 operations; and 3) Open public comment period thru September 20, 2016.

- 7. APPROVE 3RD AMENDMENT TO COCONINO COUNTY SERVICE AGREEMENT
 -Heather Dalmolin, Administrative Director -pages 18-29
 Staff recommends the Board of Directors approve the 3rd Amendment to the Coconino County Service Agreement (Intergovernmental Agreement) between NAIPTA and Coconino County for use of Fort Tuthill parking lot for the NAIPTA Commercial Driving License (CDL) Testing course.

- 8. APPROVE A COCONINO COMMUNITY COLLEGE INTERGOVERNMENTAL AGREEMENT FOR THE PILOT PASS PROGRAM -pages 30-38
 -Heather Dalmolin, Administrative Director
 Staff recommends the Board of Directors approve an Intergovernmental Agreement with Coconino Community College (CCC), for a Pilot Pass Program to allow all faculty, staff, and students to ride the entire Mountain Line system fare-free thru August 30, 2017.

- 9. APPROVE CITY OF WINSLOW INTERGOVERNMENTAL AGREEMENT FOR TRANSIT PLANNING SERVICES AND OPERATION -pages 39-50
 -Heather Dalmolin, Administrative Director



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

Staff recommends the Board of Directors approve an Intergovernmental Agreement with the City of Winslow to capture roles, responsibilities, and funding for planning and operation of current and future transit services in and around City of Winslow.

PROGRESS REPORTS:

10. SUMMARY OF CURRENT EVENTS

-Jeff Meilbeck, CEO and General Manager

- Small Transit Intensive Cities (STIC) Funding Update
- Community Transportation Association of America (CTAA) Small Urban Network (SUN) Update
- Arizona Department of Transportation (ADOT) Staffing

ITEMS FROM COMMITTEE AND STAFF:

12. SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS

The next Board meeting will be on Wednesday, September 21, 2016 and it will be a WebEx meeting based in Flagstaff in the NAIPTA VERA Conference room, 3773 N. Kaspar Dr., Flagstaff, AZ 86004 at 10am. The public is invited to attend. September agenda items will include but not be limited to the FY2016 Annual Report and the Employee Satisfaction Survey. The September agenda will be available for review on NAIPTA's website and at NAIPTA's public posting places (listed on the NAIPTA website) at least 24 hours prior to the meeting, and should be consulted for a list of items that will come before the Board.

13. ADJOURNMENT



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

Board of Directors Minutes for Wednesday, June 15, 2016

NAIPTA
3773 N. Kaspar Dr.
Flagstaff, AZ 86004

NOTE: IN ACCORDANCE WITH PROVISIONS OF THE ARIZONA REVISED STATUTES THE SUMMARIZED MINUTES OF NAIPTA BOARD MEETINGS ARE NOT VERBATIM TRANSCRIPTS. ONLY THE ACTIONS TAKEN AND DISCUSSION APPEARING WITHIN QUOTATION MARKS ARE VERBATIM.

The Board of Directors met in Regular Session on Wednesday, June 15, 2016 at 10:00 am in the NAIPTA VERA Room, 3773 N. Kaspar Dr., Flagstaff, AZ 86004.

This was a WEB BASED meeting. Members of the Board attended in person, by telephone or internet conferencing. The public was invited to observe and participate in the meeting at the address above.

BOARD MEMBERS PRESENT:

Rich Payne (Chair), Director of Residence Life, NAU;
Art Babbott (Vice Chair), Board of Supervisors, Coconino County (by phone);
Celia Barotz (Secretary), City Council, City of Flagstaff;
Scott Overton, City Council, City of Flagstaff;
Veronica Hipolito, Dean of Students, CCC, designee
**Three of our five Board member seats must be present to constitute a quorum.*
***The City of Flagstaff holds two seats.*

BOARD MEMBERS EXCUSED:

Colleen Smith, President, CCC;
Karla Brewster, City Council, City of Flagstaff, alternate;
Matt Ryan, Board of Supervisors, Coconino County, alternate;
Rich Bowen, Associate Vice President for Economic Development, NAU, alternate

NAIPTA STAFF IN ATTENDANCE:

Jeff Meilbeck, CEO and General Manager;
Erika Mazza, Deputy General Manager;
Heather Dalmolin, Administrative Director;
Jim Wagner, Operations Director, arrived at approximately 10:06am;
Anne Dunno, Capital Project Manager, arrived at approximately 10:06am;
Jon Matthies, IT Manager;
Lauree Battice, Business Manager;
Kate Morley, Mobility Planner;
Alicia Becker, Transit Planner;
Blake Berner, Planning Intern;



Setting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

Rhonda Cashman, Clerk of the Board;
Fredda Bisman, NAIPTA Attorney (via WebEx)

GUEST PRESENT: Mark Easton, Executive Director of Facilities at CCC, arrived at approximately 10:25am

1. CALL TO ORDER -Chair Payne called the meeting to order at 10:01 am.

2. ROLL CALL AND INTRODUCTIONS

Ms. Becker introduced our new Planning Intern, Blake Berner. He is the latest Montoya Fellowship recipient.

3. APPROVAL OF MINUTES 5/18/2016

Director Overton moved to approve the May 18, 2016 meeting minutes. Secretary Barotz seconded. All approved, none opposed. Motion carried.

4. CALL TO THE PUBLIC

Mr. Meilbeck took a moment to thank Chair Payne for serving as NAIPTA Board Chair for the last two years. Chair Payne said he has enjoyed his time in this role; it was not a burden at all.

DISCUSSION / ACTION ITEMS:

5. SUMMER 2016 SERVICE ENHANCEMENTS

-Alicia Becker, Transit Planner

Staff recommends the Board of Directors: 1) Conduct a public hearing to hear final comment on the proposed service enhancements for Summer 2016; 2) Review public comments regarding the proposed service enhancements for Summer 2016 operations; 3) Close public comment period opened March 23, 2016; and 4) Adopt the proposed service changes.

Ms. Becker reviewed her PowerPoint presentation, including the map showing service enhancements. Due to capital considerations, NAIPTA will only continue with weekend service on Route 5 and increased weekday service on Route 10 when classes are in session starting in August. The other service changes will be delayed until January 2017. Comments were reviewed. There were no questions.

Mr. Wagner and Ms. Dunno arrived at approximately 10:06am.

Director Overton moved to open the public hearing at approximately 10:10am. Secretary Barotz seconded. All approved, none opposed. Motion carried. Chair Payne stated he saw no members of the public requesting to speak. Director Overton



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

moved to close the public hearing at approximately 10:11am. Secretary Barotz seconded. All approved, none opposed. Motion carried. Director Overton moved to adopt the proposed service changes. Secretary Barotz seconded. All approved, none opposed. Motion carried.

6. ADOPT THE FY2017 BUDGET

-Heather Dalmolin, Administrative Director

Staff recommends the Board of Directors adopt the FY2017 budget of \$15,687,143 as reviewed at April meetings. The budget supports operation of Mountain Line and Mountain Lift on behalf of City of Flagstaff, Mountain Link on behalf of City of Flagstaff/Northern Arizona University, and Mountain Lift Taxi Voucher Program on behalf of City and County, and the Vanpool Program on behalf of Coconino County and City of Winslow.

Mr. Meilbeck introduced Ms. Dalmolin as the one who has worked with member agencies to fine tune all the details of the budget over the last few months. He recapped some of the big picture items in the budget which is increasing by two percent over FY2016 with a nine percent increase in service due to efficiencies. Ms. Dalmolin noted the one percent cost of living allowance (COLA) is budgeted for all employees and will be included in the first paycheck in July going forward. Also a pay for performance increase of up to four percent will be determined, based on whether the employee meets or exceeds expected performance. She pointed out a mistake in her staff report. The FY2017 capital budget was overstated by \$30,000 due to the cost of the feasibility study for Winslow's transit planning grant as \$180,000 when it is only \$150,000. The overall affect is a net decrease of \$30,000 to the total budget figure which is corrected to be \$15,657,143. City of Winslow funding belongs in capital, not operating in the amount of \$150,000. She reviewed operations and capital summaries in her PowerPoint presentation. The trend fund balance graph shows a decline in 2026 and it falls below the City of Flagstaff required reserve in 2027. This is mimicking the criteria used by the City. Mr. Meilbeck addressed facing the cliff, based on conservative projections, but things can be adjusted over the next 10 years to avoid that situation. There were no questions. Director Hipolito moved to adopt the amended budget as presented today. Secretary Barotz seconded. The total amended budget amount was restated for the record, \$15,657,143. There was no further discussion. All approved, none opposed. Motion carried.

7. APPROVE UPDATED CITY OF FLAGSTAFF SERVICE AGREEMENT

-Heather Dalmolin, Administrative Director

Staff recommends the Board of Directors approve an updated City of Flagstaff Service IGA (Intergovernmental Agreement) between NAIPTA and the City of Flagstaff for ongoing planning and operation of Mountain Line and Mountain Lift transit programs services in and around the City.

Ms. Dalmolin reported the IGA with the City of Flagstaff allowed for a five year agreement with one five year renewal, which will expire on June 30, 2016. The



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

document has been reviewed and updated. Some of the changes include: language related to easements with regard to bus stops and shelters in the right of way, NAIPTA will be required to return unused stops to prior condition, removed the requirement for updates on tax revenues as the State will be taking that over, monthly billing will be moved to quarterly and language to allow for NAIPTA to take an advance to prevent cash flow issues on occasion. Sometimes federal grants are up to 18 months behind and this will help.

Mark Easton from Coconino Community College (CCC) arrived at approximately 10:25am.

Director Overton moved to approve the updated City of Flagstaff Service Agreement. Secretary Barotz seconded. All approved, none opposed. Motion carried.

8. MEETING CALENDAR REVIEW

-Rhonda Cashman, Clerk of the Board

Staff recommends the Board of Directors review and provide direction regarding the FY2017 Meeting Calendar.

Ms. Cashman called attention to the March Board meeting date that is typically in question due to the local schools spring break. Secretary Barotz recommended waiting until January to re-evaluate the March meeting date. Director Hipolito moved to approve the FY2017 Regular Meeting Dates. Director Barotz seconded. All approved, none opposed. Motion carried.

9. COCONINO COMMUNITY COLLEGE PILOT PASS PROGRAM

-Jacki Lenner, Marketing Manager

Staff recommends the Board of Directors approve a Pilot Pass Program with Coconino Community College (CCC), allowing all Faculty, Staff, and Students to ride the entire Mountain Line system fare-free for a 9-12 month period.

Mr. Meilbeck presented this item on Ms. Lenner's behalf. He stated parking is an issue all over this community. The pilot pass program is a manageable way to test the impact with approximately 3500 students, faculty and staff. Consider it an assessment. Staff evaluated the ridership data from the CCC stops and that is what helped to determine an estimated \$10,000 fee for the program. If CCC can pay the fee, we can try the program. Proceeding with caution is necessary. If the program is not successful, it may have to be taken away. It will be good to know these results before trying it on a larger scale. Director Hipolito stated CCC has had an increase in parking in the last 2 years. They have tried things like adjusting class times, etc. They have increasing enrollment, limited resources, concern about sustainability and the environment. They could educate students on how to ride the bus for those in the CCC2NAU program. They do have a small budget for trying innovative solutions. Mr. Easton reminded everyone parking is not cheap. He reported costs to build and maintain today a similar parking lot to what they already have at CCC. His estimated cost per parking space is \$3,500. Parking lots are expensive to build and maintain.



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

Secretary Barotz recommended being careful when talking about “fare free” when it is not really free. Passes would be subsidized by the college. Chair Payne noted Northern Arizona University (NAU) students pay a transportation fee. He commented on one lot at NAU that the estimated cost is coming in approximately 25 percent higher than what Mr. Easton is quoting. Mr. Easton replied that different conditions can affect the pricing. Director Hipolito felt this will be an opportunity to determine a path for the future. Chair Payne related that NAU has the ecoPass for employees. NAIPTA is able to report on data collected and he believes the NAU ridership overall helps to mitigate traffic. Secretary Barotz moved to approve the CCC Pilot Pass Program. Director Overton seconded. There was no further discussion. All approved, none opposed. Motion carried.

CONSENT ITEMS:

All matters under Consent Agenda are considered by the Board of Directors to be routine and will be enacted by a single motion APPROVING THE CONSENT AGENDA. If discussion is desired on any particular consent item, that item will be removed from the consent agenda and will be considered separately. All items on the Consent Agenda with financial impact have been budgeted.

10. CHANGE ORDER NO. 1 FOR BUS STOP MOBILITY IMPROVEMENTS PROJECT
-Anne Dunno, Capital Project Manager -pages 48-61
Staff recommends the Board of Directors approve Change Order No. 1 to the existing Woodruff Construction contract in an amount not to exceed \$384,390 for the Bus Stop Mobility Improvements Project.
11. AWARD OF RFP #2016-108 AND APPROVAL OF CONTRACT FOR BUS STOP AMENITY FABRICATION, INSTALLATION AND REHABILITATION
-Anne Dunno, Capital Project Manager
Staff recommends the Board of Directors Award RFP #2016-108 for Bus Stop Amenity Fabrication, Installation & Rehabilitation and approve contract to Southwest Fabrication, LLC for amount not to exceed (NTE) \$225,000.
12. ADOPT 3 YEAR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM AND ADOPT EEO WORKFORCE GOALS
-Heather Dalmolin, Administrative Director
Staff recommends the Board of Directors adopt the Equal Employment Opportunity (EEO) 3 Year Program and Workforce Goals as required for compliance with Federal Transit Administration (FTA) regulations.
13. AWARD RFP 2016-100 AND APPROVE CONTRACT FOR SERVICES WITH SEON SYSTEMS
-Heather Dalmolin, Administrative Director



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

Staff recommends the Board of Directors award RFP 2016-100 for Transit IT Solution and approve a contract with Seon Systems for implementation of the proposed on-board security camera update for an amount not to exceed \$162,553.

14. APPROVE RENEWAL OF NAIPTA LIABILITY INSURANCE FOR FY2017

-Heather Dalmolin, Administrative Director

Staff requests the Board of Directors approve the purchase of general liability, auto liability, and excess coverage insurance from Aon Risk Services, Inc. at a cost not to exceed the budgeted funds of \$298,250.

15. THIRD AMENDMENT TO THE CARTER OIL BULK FUEL CONTRACT

-Heather Dalmolin, Administrative Director

Staff recommends the Board of Directors approve the Third Amendment to an existing contract with Carter Oil Company for bulk fuel purchase in the amount not to exceed \$375,000 with a contract end date of June 30, 2017.

Secretary Barotz moved to approve consent agenda items 10-15 in one motion as written. Director Overton seconded. There was no discussion. All approved, none opposed. Motion carried.

PROGRESS REPORTS:

16. SUMMARY OF CURRENT EVENTS

-Jeff Meilbeck, CEO and General Manager

- Transit for All Grant

Mr. Meilbeck stated Ms. Morley wrote her first grant for NAIPTA and received the award. Work is already underway with use of these funds.

- Regional Transportation Plan (RTP) Steering Committee Update

Mr. Meilbeck reported the committee has completed its work. A presentation was done yesterday for the County Board of Supervisors. A presentation to the Flagstaff City Council will be done on June 28th. The plan is to keep the momentum going for projects.

- Dump the Pump on Thursday, June 16th

Mr. Meilbeck reported this will be a "fare free" day and the hope is to have increased ridership and promote awareness for the program.

- Federal Transit Administration (FTA) Capital Investment Grant Program

Mr. Meilbeck noted Ms. Mazza found out about this program and NAIPTA has been invited, among very few other transit agencies, to attend this workshop in Washington, DC. He believes this is recognition from FTA that we use our grant funds. He and Ms. Mazza are planning to go at the end of July.

- National News on Ridership

Mr. Meilbeck stated Flagstaff was mentioned in an American Public Transportation Association (APTA) press release, along with a few others, for public transit record ridership increases in the first quarter of 2016.



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

Chair Payne commented on NAU expecting a record-breaking class size again this fall between retained and new students. He thought this may translate into some ridership increases.

Director Overton made a motion to move into an Executive Session at approximately 10:49am. Secretary Barotz seconded. All approved, none opposed. Motion carried.

EXECUTIVE SESSION

Executive sessions are closed to the public.

The Board considered the executive session pursuant to A.R.S. § 38-431.03 (A)(1) for the following purpose:

1. CEO and General Manager Evaluation. ARS 38-431.03(A)(1).

The public meeting reconvened at approximately 11:57am.

DISCUSSION / ACTION ITEMS:

17. CEO AND GENERAL MANAGER'S CONTRACT AND COMPENSATION PACKAGE

-Richard Payne, NAIPTA Board Chair

The Board of Directors may take action regarding the CEO and General Manager's contract and compensation package.

There was no further discussion on this item.

ITEMS FROM COMMITTEE AND STAFF:

18. SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS

The next Board meeting will be on Wednesday, July 20, 2016 and it will be a WebEx meeting based in Flagstaff in the NAIPTA VERA Conference room, 3773 N. Kaspar Dr., Flagstaff, AZ 86004 at 10am. The public is invited to attend. July agenda items are to be determined. The July agenda will be available for review on NAIPTA's website and at NAIPTA's public posting places (listed on the NAIPTA website) at least 24 hours prior to the meeting, and should be consulted for a list of items that will come before the Board.

19. ADJOURNMENT -Chair Payne adjourned the meeting at 11:57am.

Art Babbott, Chair NAIPTA Board of Directors



Setting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

ATTEST:

Rhonda Cashman, Clerk of the Board



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

DATE PREPARED: July 12, 2016

MEETING DATE: July 20, 2016

TO: Honorable Chairman and Members of the Board

FROM: Heather Dalmolin, Administrative Director

SUBJECT: Approve Renewal of Line of Credit from Wells Fargo for \$500,000

RECOMMENDATION:

Staff recommends the Board of Directors direct and authorize staff to renew the Wells Fargo credit line in the amount of \$500,000 to provide cash flow assistance as needed.

RELATED STRATEGIC WORKPLAN OBJECTIVE

Guiding Principles:

- ❖ Be trustworthy and dependable
5 Year Horizon
- ❖ Establish financial policies and seek revenue sources to maintain fiscal strength.
- ❖ Follow through on promises we have made.
10 Year Horizon
- ❖ NAIPTA will be known for finishing what we start in a responsible, professional and timely manner.

BACKGROUND:

NAIPTA is funded on a reimbursement basis by partner and granting agencies. Prior to FY2006, NAIPTA was able to float large capital purchases through support offered by Coconino County. After formation, NAIPTA secured a line of credit from Wells Fargo Bank in order to meet the terms of invoices for some capital purchase items. This line of credit is important as NAIPTA sometimes requires the ability to “float” a partner or federal funds while waiting for reimbursement.

The line of credit makes funds available as needed to help cover costs. The interest rate is 3.250% per annum with max credit of \$500,000. Staff selected Wells Fargo Bank as Wells Fargo is NAIPTA's bank and also as Coconino County Treasurer, NAIPTA's treasurer, is set up with Wells Fargo, making transactions and payback simple if needed.

The line of credit is available to be drawn as needed and would only be used as a last resort. NAIPTA would only incur interest costs based upon amount drawn for time frame funding is drawn. The line of credit has to be renewed each year as it is a one year agreement.

Action as recommended allows staff to authorize the renewal effective in September 2016.



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

TAC DISCUSSION:

The Transit Advisory Committee indicated support without discussion.

ALTERNATIVES:

- 1) Direct and authorize staff to renew the line of credit (**recommended**): The line of credit will provide needed assurance of adequate cash flow while reimbursements from various funding sources are pending.
- 2) Do not approve renewal of line of credit (**not recommended**): NAIPTA could operate without the line of credit. On occasion, this option could prevent timely payment of invoices and cost additional finance or late fees.

FISCAL IMPACT:

There are no application fees or maintenance costs associated with applying for and opening this line of credit.

NAIPTA did not budget for the interest rate that would incur if funds are drawn on the line of credit. If NAIPTA uses the line of credit, a budget adjustment will be required to cover interest costs related to the expenditure.

SUBMITTED BY:

APPROVED BY:

Heather Dalmolin
Administrative Director

Jeff Meilbeck
CEO & General Manager

ATTACHMENTS:

1. Line of Credit Documents -available upon request



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

DATE PREPARED: July 11, 2016

DATE: July 20, 2016

TO: Honorable Chairman and Members of the Board

FROM: Alicia Becker, Transit Planner

SUBJECT: JANUARY 2017 Service Enhancements Public Hearing and Review of Proposed Service Changes

RECOMMENDATION:

Staff recommends the Board of Directors: 1) Conduct a public hearing on proposed service enhancements and route expansion for January 2017; 2) Review the proposed service enhancements and route expansion for January 2017 operations; and 3) Open public comment period thru September 20, 2016.

RELATED STRATEGIC WORKPLAN OBJECTIVE:

Guiding Principles:

- ❖ Strive for continuous improvement in all we do.
 - ❖ Be fiscally responsible and responsive to changing demographics.
- 5 Year Horizon:
- ❖ Build cooperative relationships regionally to expand and enhance NAIPTA's ties with the public.

BACKGROUND:

On May 15, 2013, the Board of Directors approved NAIPTA's 5-Year and Long Range Plan which approved enhancements to NAIPTA's service and route structure.

As part of next step processes, staff has been directed to apply a "Go Slow" approach to the next tier of service changes, due to several factors including the upcoming transit tax renewal initiative. In this case, a series of service enhancements reflecting minimal infrastructure and route modifications are proposed.

Staff reviewed a variety of potential service enhancements and landed on a select few that will follow through on promises made, promises kept from the 2008 tax initiative and strengthening ties with the public. On June 15, 2016, the NAIPTA BOD approved service changes to add weekend service to Route 5 beginning August 6, 2016. Through this process, staff identified additional service enhancements that will increase service hours and facilitate more efficient connections with the effect of reducing wait times. Changes include later night service on Route 2 and Route 10 (Friday and Saturday only), 30-minute weekend service on Route 2, modifying Route 2 to service the Flagstaff Medical Center on Beaver St., additional frequency on Route 10, and time point adjustments on various routes.



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

A detail of service recommendations is as follows:

1. Increase Service Hours and Days:

- A. Staff recommends extending service hours to approximately 12:30am on Route 2 and Route 10 Friday and Saturday evenings. This would allow passengers to ride transit later in the evening on the two most utilized routes. On Friday, this would extend service approximately 2.5 hours and on Saturday this would extend service approximately 4 hours. Route 10 would maintain 20 minute frequency during the extended service hours. Route 2 would operate at 30 minute frequency during the extended service hours; this includes an added 4 hours to the peak service span.

2. Increased Frequency:

- A. During school sessions, staff recommends adding an additional bus on Route 10 during the peak period midday for approximately 8.5 hours Monday thru Friday.

3. Route Modifications:

- A. In an effort to reduce connection times and walking distances, staff recommends adjusting Route 2 outbound to service the Beaver St. stop at the Flagstaff Medical Center. This would align Route 2 with Route 5 at the northbound Flagstaff Medical Center bus stop on Beaver St. A new stop would be added on De Silva Ave., just east of Beaver St.
- B. Reconfiguring Route 3 to permanently traverse on Fourth St. between Soliere Blvd. and Butler Ave., as opposed to the current routing on Foxglenn St. This change would result in the permanent closure of the existing Stops 9 and 23 at Foxglenn St. and Butler Ave., and the permanent addition of two stops at Fourth St. and Sparrow Ave. (currently served on the Route 3 deviation).
- C. Reconfiguring Route 3 to serve the Sawmill area and the north part of NAU campus, eliminating Route 3 service to Stops 2, 3, 28, 29, and 30 on Butler Ave. This would provide the eastside with a direct linkage to NAU's campus. New stops will be at the intersection of Franklin and Beaver St. Existing Route 3 stops will continue to be served.

4. Route Elimination:

- A. Eliminating Route 10A, as service would be provided by the Route 3 reconfiguration. Resources currently dedicated to Route 10A would shift to Route 10 providing added connections to NAU and the DCC.

5. Public Outreach Schedule:

The level and type of proposed service changes for Route 2, Route 3, and Routes 10/10A require NAIPTA to fulfill public outreach as described in NAIPTA's Title VI, Civil Rights Program. Public outreach for some of the proposed changes was previously conducted during the August service change process. Additional outreach to inform the community of transit system changes will also be conducted in coordination with the fulfillment of public outreach for Route 2, Route 3, and Routes 10/10A.



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

NAIPTA is required to open a public comment period and report on comments 30-days prior to service launch as outlined in the Title VI program. Reference NAIPTA's Title VI public participation plan (attached).

NAIPTA proposes the following schedule:

- 1) July 10th / July 17th: Advertise Public Notice for First Public Hearing to be held at the July 20th NAIPTA BOD meeting in the Arizona Daily Sun.
- 2) July 20th BOD: Conduct First Public Hearing and commencement of open comment period.
- 3) September 11th / September 18th: Advertise Public Notice for Final Public Hearing to be held September 21st at the NAIPTA BOD meeting in the Arizona Daily Sun.
- 4) September 20th: Public comment period closes.
- 5) September 21st BOD: Provide update and report to BOD on public comments. Conduct Final Public Hearing and close open comment period. Staff requests recommendation to implement service changes on January 2nd.
- 6) January 2nd: Launch new service.

In addition to the public hearings, NAIPTA will post service change notifications in buses, at affected bus stops (specifically Flagstaff Medical Center and Foxglenn area stops) and solicit comment by direct mail to residents along new travel corridors.

TAC DISCUSSION:

After reviewing the proposed changes, TAC had input regarding the messaging and public engagement expected as a result of the proposed changes. Particularly of interest were the messaging tactics recognizing the upcoming transit tax renewal initiative.

ALTERNATIVES:

1. **Hold the Public Hearing, approve opening the public comment period for the proposed service enhancements and review route expansion for January 2017 operations (recommended).** The public hearing ensures compliance by NAIPTA and FTA regulatory requirements with respect to service changes. The hearing is required to start the required public comment period as outlined in the Title VI policy.
2. **Do not hold a Public Hearing or approve opening the public comment period for the proposed service enhancements or review route expansion for January 2017 operations (not recommended).** If there is no public hearing, NAIPTA would be in violation of Title VI regulations and therefore would not be in compliance with FTA policy on noticing the public with regard to service changes. The public hearing is identified as NAIPTA's responsibility in the Title VI



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

VI plan. If there is no hearing or if the BOD does not approve the service changes, then NAIPTA will continue offering service exactly as it is today.

FISCAL IMPACT:

Increased frequency and service hours on Route 2 will add an additional 787 hours of revenue service to our existing weekday/ weekend schedules. Route 10 and 10A service frequency and hours increases will add an additional 2,011 hours of revenue service to our existing weekday/weekend schedules. Route 10A resources will be integrated into Route 10 with the proposed changes as well. These additional service hours were captured in the FY2017 budget, approved at the June 2016 BOD meeting.

SUBMITTED BY:

APPROVED BY:

Alicia Becker
Transit Planner

Jeff Meilbeck
CEO and General Manager

ATTACHMENTS:

1. January 2017 Service Enhancements Map -available at meeting



Getting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

DATE PREPARED: July 12, 2016

DATE: July 20, 2016

TO: Honorable Chairman and Members of the Board

FROM: Heather Dalmolin, Administrative Director

SUBJECT: Approve 3rd Amendment to Coconino County Service Agreement

RECOMMENDATION:

Staff recommends the Board of Directors approve the 3rd Amendment to the Coconino County Service Agreement (Intergovernmental Agreement) between NAIPTA and Coconino County for use of Fort Tuthill parking lot for the NAIPTA Commercial Driving License (CDL) Testing course.

RELATED STRATEGIC WORKPLAN OBJECTIVE:

Related Guiding Principles:

- ❖ Strive for continuous improvement in all we do
- ❖ Collaborate to enhance service delivery

Related 5 Year Horizon:

- ❖ Build cooperative relationships regionally to expand and enhance NAIPTA's positive impact.

BACKGROUND:

In July 2010, the Board of Directors and Coconino County Board of Supervisors approved the service agreement for ongoing planning and operation of transit programs in and around the County. The agreement defined the roles and responsibilities of both parties as related to planning, operating, and funding of the transit programs as well as the ongoing responsibilities as related to budgeting and reporting. The agreement is essential to our successful relationship with Coconino County. The agreement was later amended twice to 1) provide an opportunity for NAIPTA to purchase fuel thru the County Public Works department and 2) add the operation of a vanpool program.

NAIPTA has recently met with various County staff, including members of the Facilities Department and members of the Parks and Recreation department regarding an opportunity for NAIPTA to use a parking lot at Fort Tuthill for our CDL testing site needs.

Representatives from NAIPTA and the County met on several occasions to review and discuss a proposal submitted by NAIPTA staff for using the identified parking area. Areas of discussion included:

- Scheduling and availability of the proposed site for testing activities
- Proposed hours of use
- Existing condition of the parking lot and concerns about future wear and tear
- Fees for use and/or exchange of Fair services

Setting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

The terms of the 3rd Amendment capture the conversations and agreement of staff from both our agencies.

The agreement has been forwarded to respective legal counsels for final review and the County is expected to take action in July 2016.

TAC DISCUSSION:

Staff provided additional information during discussion about frequency of use and third party testing. NAIPTA does have an employee on staff that is a certified 3rd party tester for Arizona Department of Motor Vehicle and use is anticipated to be every 6 to 8 weeks, depending on need. Staff was asked about employee retention and it was confirmed turnover has dropped in half from FY2015 to 8% in FY2016.

The Transit Advisory Committee supported the recommendation to the Board of Directors.

ALTERNATIVES:

- 1) **Approve the 3rd Amendment to the Coconino County Service Agreement (recommended):** Staff recommends that the Board of Directors approve the 3rd Amendment that will allow NAIPTA to use the County parking lot at Fort Tuthill for CDL Testing needs.
- 2) **Do not approve the amended agreement (not recommended):** The 3rd Amendment captures a partnership to utilize an existing infrastructure vs constructing or purchasing a parking lot needed for CDL testing. Additionally, the agreement provides a low cost solution to NAIPTA while reducing the County's cost for transit services to the Fair.

FISCAL IMPACT:

There is no significant or unbudgeted fiscal impact to approving the 3rd Amendment as proposed.

The revenues received from Coconino County for providing transit services to the Fair is unbudgeted and reducing the cost of services to \$39 an hour is equivalent to about \$4,000 in revenue. The provision of services is within NAIPTA budgeted service costs.

SUBMITTED BY:

APPROVED BY:

Heather Dalmolin
Administrative Director

Jeff Meilbeck
CEO & General Manager

Attachments:

- | | |
|--|--------------|
| 1) Draft 3 rd Amendment to Coconino County IGA | -pages 20-23 |
| 2) Exhibit A Fort Tuthill Parking Lot for CDL Testing Site | -pages 24-26 |
| 3) Exhibit B Fort Tuthill CDL Testing Site Proposal | -pages 27-29 |

Setting you where you want to go



THIRD AMENDMENT TO IGA

THIS THIRD AMENDMENT TO COCONINO COUNTY REGIONAL TRANSPORTATION AUTHORITY SERVICE IGA (this "Third Amendment") is made and entered into effective as of the ____ day of _____, 2016 (the "Effective Date"), by and between the Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona ("NAIPTA"), and Coconino County (the "County"), a body politic and corporate of the State of Arizona (the "County"). NAIPTA and Coconino County are sometimes referred to in this Third Amendment collectively as the "Parties" and each individually as a "Party."

RECITALS:

A. The Parties entered into an Agreement for provision of public transportation July 1, 2010, and as amended in the First Amendment on July 1, 2012 and in the Second Amendment on January 1, 2015 (collectively the 'Service Agreement'). All capitalized terms used without definition in this Amendment shall have the definitions ascribed to them in the Original Agreement, as modified by this Third Amendment.

B. The Parties now desire to amend the Original Agreement upon the terms and conditions contained in this Third Amendment.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Original Agreement as follows:

1. Recitals is amended to include the following additional subsection F.

F. Additionally, both parties wish to permit use of parking lot at Fort Tuthill for CDL testing by NAIPTA staff when parking lot is not in use by Coconino County pursuant to the terms and conditions of the IGA.

2. Section 2 NAIPTA Obligations, subsection 2.1 General Obligations is amended to include the following additional subsection 2.1.10.

2.1.10 NAIPTA will plan and conduct a CDL testing program utilizing Coconino County parking lot at Fort Tuthill, per Exhibit A.

2.1.10.1 NAIPTA will schedule use of the parking area at least 2 weeks in advance and provide 48 hour notice to confirm schedule. NAIPTA understands availability is subject to other scheduled and planned events at Fort Tuthill. The general schedule for use of the parking lot will be as outlined in Exhibit B, Fort Tuthill CDL Testing Site proposal.

- 2.1.10.2 NAIPTA may perform testing any day of the week but will not begin any set up or testing in the parking lot before 8:00 am on the weekends and on holidays.
- 2.1.10.3 NAIPTA will provide cones and approved traffic barricades in the lot for restricting access and creating testing course on day of actual testing.
- 2.1.10.4 NAIPTA staff at testing site will have access to the County's outside portable restroom facilities, as available.
- 2.1.10.5 NAIPTA acknowledges and accepts that the parking lot is used for events, both scheduled and unscheduled. If there is a circumstance, i.e. snow play parking, that makes the lot unavailable as scheduled, NAIPTA will use an alternative testing location.
- 2.1.10.6 NAIPTA has reviewed the parking area, per Exhibit A, and accepts condition of existing pavement. NAIPTA will be responsible for notifying Parks and Recreation staff of any changes to pavement condition. NAIPTA agrees to compensation, as necessary, to Coconino County for cost of minor asphalt patch repairs due to NAIPTA's use of the parking lot.
- 2.1.10.7 NAIPTA acknowledges that the parking lot may not be accessible due to snow.
- 2.1.10.8 NAIPTA will provide, as compensation for use of the parking lot for CDL testing, public transportation services to and from the annual Coconino County fair at a fee of \$39 per hour. Time and dates will be determined annually but will include services on Friday, Saturday, Sunday and Monday. NAIPTA will provide a quote for agreed upon service no less than 30 days prior to the event and provide invoicing for services no more than 10 days after the event.

3. Section 3 County Obligations, subsection 3.1 General Obligations is amended to include the following additional subsection 3.1.9.

3.1.9 Coconino County will, as requested, allow NAIPTA use of the parking lot at Fort Tuthill for the described CDL testing purposes, per Exhibit A.

3.1.9.1 The County will provide to NAIPTA an annual calendar of events. These dates will be considered black-out, or dates unavailable to testing activities by NAIPTA. The County will provide 2 week notice of new events that will impact use of the parking lot for CDL testing. The County will provide 48 hour notice of any changes in availability.

3.1.9.2 The County has reviewed the parking area, per Exhibit A, and documented condition of existing pavement. The County will be responsible for notifying NAIPTA of any observed changes to the parking lot condition. The County will be responsible

for any repairs required to maintain condition of the parking lot and for billing NAIPTA for any agreed upon repair costs as per this agreement.

- 3.1.9.3 The County will meet with NAIPTA annually to plan public transportation services for the Coconino County Fair. The County will be responsible for marketing the transit services to be offered. The County will pay for County Fair service within 30 days of receipt of invoice.

4. Reaffirmation of Original Agreement. Except as amended by this Third Amendment the Service Agreement shall remain in full force and effect. In the event of any conflict between this Third Amendment and the Service Agreement the terms of this Third Amendment shall prevail.

6. Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Amendment may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have approved this Agreement by resolution of their governing boards and have caused these presents to be executed by their duly authorized officers.

NAIPTA:
Northern Arizona Intergovernmental
Public Transportation Authority

COCONINO COUNTY
Board of Supervisors

By: Its Board Chair

By: Its Board Chair

Date

Date

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

Approval of Legal Counsel:

This Agreement has, prior to its execution, been submitted to the attorney for each party, who has determined that the Agreement is in the proper form and is within the powers and authority granted under the laws of this state to such Party.

NAIPTA General Counsel

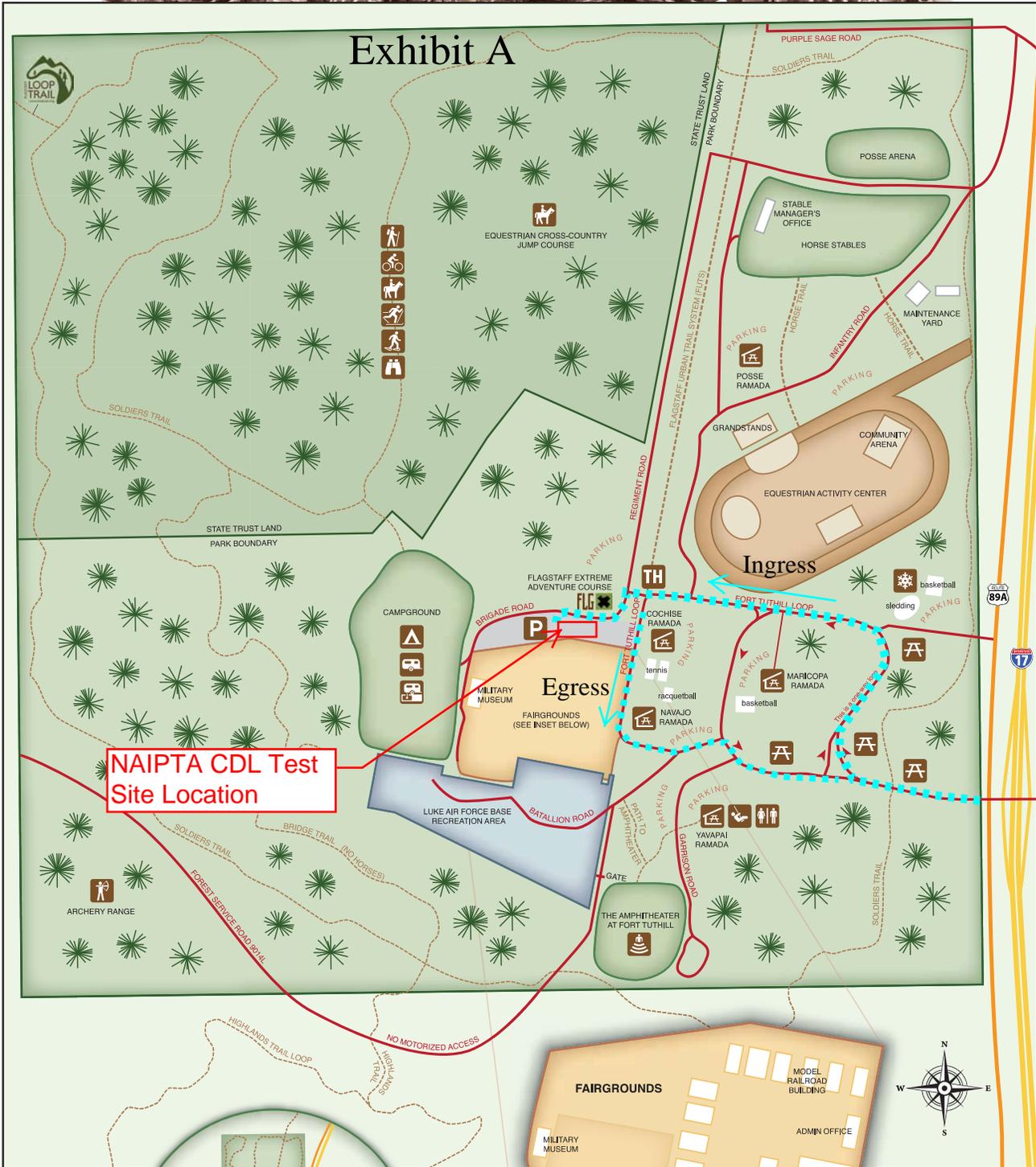
Deputy County Attorney

Date

Date

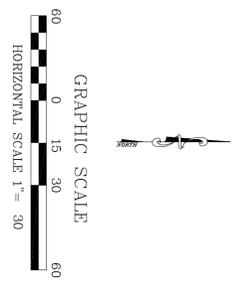


Exhibit A



NAIPTA CDL Test Site Location



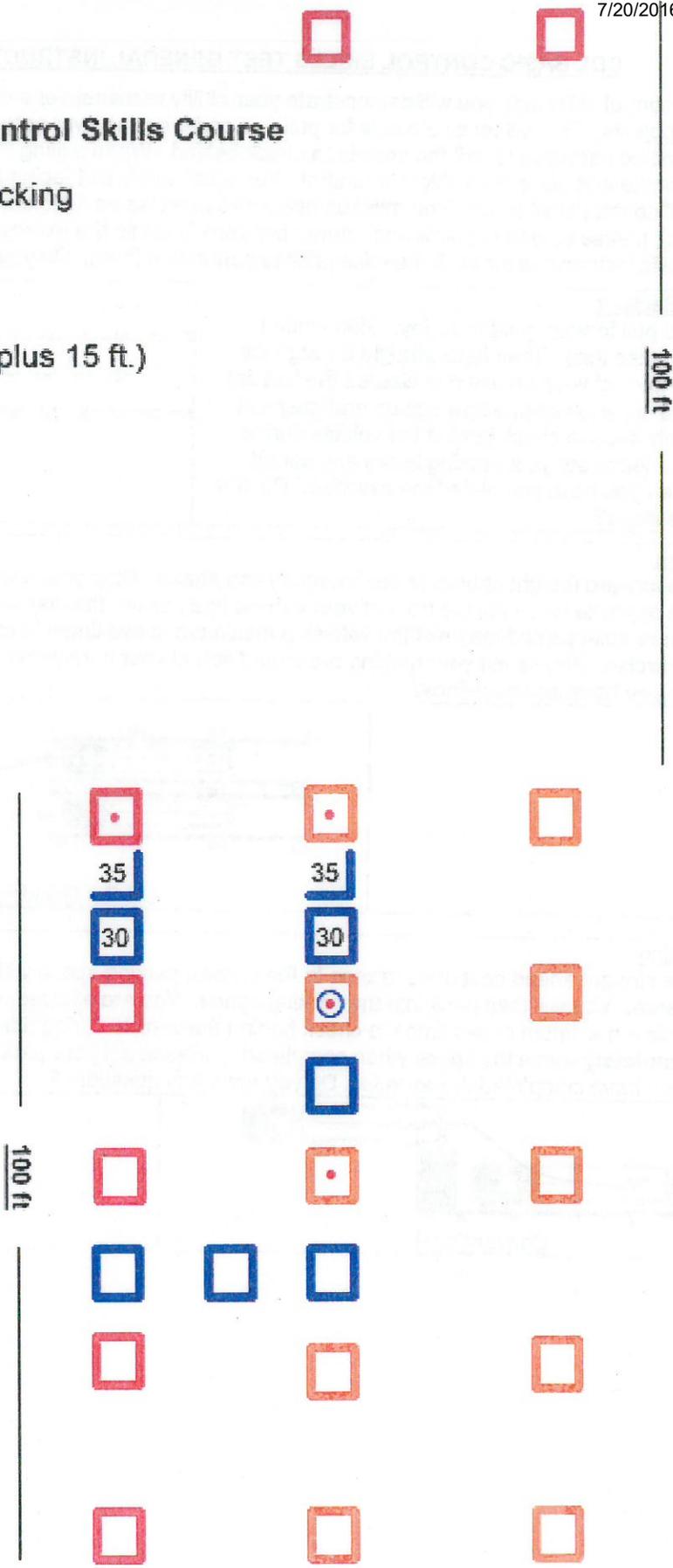


NAIPTA CDL Basic Control Skills Course

Orange: Stright Line Backing

Red: Off set backing

Blue: Parallel Parking
(length of vehicle plus 15 ft.)





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

May 4, 2016

Mr. Dustin Woodman
Parks & Recreation Director
Coconino County
2446 Fort Tuthill Loop
Flagstaff, AZ 86005-8846

RE: NAIPTA CDL Testing Site – Fort Tuthill Proposal

Mr. Woodman,

NAIPTA is seeking a partnership agreement with Coconino County for use of a Fort Tuthill parking lot as a Commercial Driver License (CDL) testing site in exchange for discounted rate of transit services outlined below. Our proposal is based on our initial discussion from the March 9th meeting onsite Fort Tuthill.

Background

NAIPTA holds safety and training of operators of the highest priority. Our professional operators are the backbone of NAIPTA transit operations and relied upon to deliver 76,000 service hours per year. NAIPTA’s rigorous training program allots for 160 hours for classroom, field training and testing for CDL certification. Periodic testing is also conducted for refresher training and following traffic incidents as required for risk management and insurance. It is mission critical to maintain quality and depth of operator staff to deliver safe, consistent, and professional transit service. Reliable access to a CDL test site location will greatly improve efficiency for NAIPTA’s operations to ensure that operators can be tested and scheduled for duty in a timely manner.

Several of NAIPTA’s guiding principles are collaboration, environmental sustainability, and fiscal responsibility. A successful partnership with the County to use an existing paved surface rather than new site development is both environmentally and fiscally responsible.

CDL Test Site Requirements

CDL testing sites are certified by ADOT for third party testing and have the following basic requirements:

- 60’x 250’ (0.35 Acres) paved and generally level surface
- Permanently marked with construction marking paint (Reference Exhibit C)

NAIPTA will coordinate with ADOT to certify the CDL test site and NAIPTA will hold the certification. It is our understanding that NAIPTA will access the CDL test site (the site) via Fort Tuthill Loop Road and Brigade Road, keeping north of the Flagstaff Extreme building. Please reference Exhibit A for identified ingress/egress. Please see attached Exhibit B for proposed Fort Tuthill location area of use shown as approximately 64’ x 250’. The area of use is bounded by the existing white striping for the 250’ long axis and existing stand pipe as point of reference for the baseline. At the request of the County, NAIPTA buses will not travel over the “Area of Avoidance” identified in Exhibit B due to sensitive utility infrastructure.





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

NAIPTA understands that County Parks & Recreation is currently anticipating future improvements to the historic quad and possible snow play area development. NAIPTA will continue to be a cooperative and flexible partner for coordination with the County for these projects.

Terms

NAIPTA respectfully proposes the following general terms and conditions for use of the site identified in Exhibit A:

General

- NAIPTA considers this proposal as a one-year “pilot” test period with the ability to review and amend after one year.
- County shall provide NAIPTA a calendar schedule of special events that may impact NAIPTA’s use of the site NAIPTA’s ability to schedule testing. These dates will be blackout days from the schedule of access & use identified below.

Schedule of Access & Use

- Monday - Friday, 6 am- 6 pm
- Saturday and Sunday, 6 am- 6 pm
- Exceptions to access to the site at the times outlined will be for County approved special events (blackout days) and/or County construction activity that is provided with 48 hours notification.
- Typical scenario for testing; early morning on day of test scheduled, NAIPTA will secure the area identified in Exhibit A with cones and/or Type 2 barricades to ensure availability of the test site. NAIPTA will remove cones and/or barricades at end of testing.
- NAIPTA may utilize exterior County approved portable restroom facilities, as available.

Communication Scheduling Protocol

- NAIPTA will provide a minimum 48 hours notification for use of the site. Notification will be provided via email to Dustin Woodman DWoodman@coconino.az.gov and/or to the County’s identified representative.
- County will provide minimum 48 hours notification of any special events which may impact the access and use of the site. Please provide email notification to Randy Biles, NAIPTA Operation Manager: rbiles@naipta.az.gov and Sam Short, Safety Coordinator, sshort@naipta.az.gov.

Snow Removal/Maintenance

- Based on March 9th meeting discussion, the existing paved area is in acceptable condition for NAIPTA’s use.

Setting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

- County and NAIPTA will review and document the existing pavement conditions prior to commencement of this agreement.
- NAIPTA will notify the County of any changes to paving conditions.
- NAIPTA agrees to a quarterly review by the County of paving conditions.
- NAIPTA may compensate the County for specific minor asphalt patch repairs attributable to NAIPTA’s use for a mutually agreed upon scope and fee.
- NAIPTA is unable to provide snow removal for the Ft. Tuthill site location due to resource constraints and higher priorities for snow removal at NAIPTA connection centers, bus storage facility, and bus stops during snow events. It is understood that this site may not be available at various times pending snow conditions.

NAIPTA Transit Service Offer:

- NAIPTA currently provides 72 billable transit service hours for the Coconino County Fair at a rate of \$85 per hour for a total fee approximately \$6120 per County Fair event. NAIPTA typically provides an additional 7 service hours on the Friday of the Fair event at no cost to Coconino County. This hourly service rate includes transit bus, operator, and allocated direct and indirect costs. In exchange for use of the County’s property for a CDL test site, NAIPTA proposes to charge a discounted rate of \$39 per transit service hour for estimated cost of \$2180 for the annual County Fair event. This discounted rate is approximately 64% savings or \$3940 per year.

NAIPTA appreciates the opportunity to present this partnership opportunity and we are open to further discussion about the terms and conditions outlined. We want to work together to find a mutually agreeable arrangement that provides cost savings to the County for transit service and fulfills an important need by NAIPTA for access to a CDL test site.

Sincerely,

Erika Mazza
Deputy General Manager



Attachments: Exhibit A “Access to CDL Testing Site”, Exhibit B “NAIPTA CDL Testing Site Location”, Exhibit C “CDL Testing Site Pavement Markings”



Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

DATE PREPARED: July 12, 2016

DATE: July 20, 2016

TO: Honorable Chairman and Members of the Board

FROM: Heather Dalmolin, Administrative Director

SUBJECT: Approve a Coconino Community College Intergovernmental Agreement for the Pilot Pass Program

RECOMMENDATION:

Staff recommends the Board of Directors approve an Intergovernmental Agreement with Coconino Community College (CCC), for a Pilot Pass Program to allow all faculty, staff, and students to ride the entire Mountain Line system fare-free thru August 30, 2017.

RELATED STRATEGIC WORKPLAN OBJECTIVE:

Related Guiding Principles:

- ❖ Strive for continuous improvement in all we do
- ❖ Collaborate to enhance service delivery

Related 5 Year Horizon:

- ❖ Build cooperative relationships regionally to expand and enhance NAIPTA's positive impact.

BACKGROUND:

At the May 2016 Board meeting, staff introduced the idea and received support from the Board of Directors for pursuing and initiating a Pilot Pass program with CCC that would allow faculty, staff, and students to ride Mountain Line for free.

The proposal was an outcome of conversations between NAIPTA and CCC about increasing enrollment and lack of parking on campus. After assessing CCC's needs, NAIPTA originally proposed a Pilot Pass Program that would provide a transit pass to all CCC faculty, staff, and students in exchange for a set fee (to be determined) paid by CCC for the nine-month pilot program. This program is not unlike programs in other communities with colleges and/or universities where the institution pays a fee to the transit program in lieu of fare collection from enrolled students.

Since the action of the Board in June to approve the program, staff has developed an intergovernmental agreement to define roles and responsibilities necessary to implement and evaluate the pilot program's impact. The agreement includes:

- Assignment of NAIPTA's responsibility for providing passes, terminating passes, and tracking of ridership throughout the system.
- Assignment of CCC's responsibility for distribution, collection, and tracking of passes as well as marketing of the pass program.
- Designation of persons eligible for participating in the pilot pass program.

Setting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

- Establishment of the pilot pass program period from August 15, 2016 thru August 30, 2017.
- Establishment of the fee to CCC of \$10,000 for the pilot pass program.

At the conclusion of the pilot pass program, NAIPTA and CCC will assess data to determine whether the program had a positive impact on congestion on campus and/or demand for parking along with evaluation on use of passes and appropriateness of fee. After analysis, NAIPTA and CCC will determine whether the pilot pass program should become a longer term offering.

TAC DISCUSSION:

Staff provided clarification during discussion that the agreement as drafted is still being reviewed by staff at Coconino Community College and legal review is anticipated after staff review. CCC has confirmed that this agreement will be reviewed at their August Board meeting. TAC members inquired about how success of program would be determined and staff were able to confirm data does exist about activity at CCC and that the new passes would provide more data to consider, including ability to calculate unique passengers and total trips by persons with a CCC pass.

The Transit Advisory Committee supported the recommendation to the Board of Directors.

ALTERNATIVES:

- 1) **Approve the CCC Intergovernmental Agreement for the Pilot Pass Program (recommended):** Staff recommends that the Board of Directors approve the agreement to establish roles and responsibilities necessary to manage and evaluate the program.
- 2) **Do not approve the agreement (not recommended):** The agreement provides expectations for both NAIPTA and CCC for the support and evaluation of this pilot program. Without the support from both agencies, data to be evaluated at the end of the pilot program period may not be accurate and/or the program may not reflect the true demand or use of the passes.

FISCAL IMPACT:

The proposed fee of \$10,000 to be paid by CCC is anticipated to offset the loss of fare revenues paid by riders to attend courses at CCC. The fee was determined based on preliminary analysis for activity at CCC in conjunction with the estimated number of semester and annual passes currently sold to CCC students.

SUBMITTED BY:

APPROVED BY:

Heather Dalmolin
Administrative Director

Jeff Meilbeck
CEO & General Manager

Attachments:

- 1) Draft Coconino Community College Intergovernmental Agreement -pages 32-38

Setting you where you want to go



Intergovernmental Agreement NAIPTA and Coconino County Community College

The purpose of this Intergovernmental Agreement ("Agreement") between the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") and Coconino County Community College ("CCC") is to define the roles and responsibilities for the CCC Pilot Pass Program to be provided to faculty, staff, and students of CCC. The Agreement is effective from the 15th day of August, 2016 thru August 30, 2017.

RECITALS

- A. NAIPTA, through its Mountain Line program, provides Public Transportation Services in the Flagstaff area as approved and supported by the community through the 2008 transit tax initiatives;
- B. CCC operates the Community College in Flagstaff with 2 locations on Mountain Line routes, serving approximately 3,500 students and employing approximately 400 faculty and staff; and
- C. NAIPTA and CCC agree that NAIPTA will provide a pilot pass program to faculty, staff, and students of CCC, as per the terms of this Agreement.
- D. NAIPTA and CCC agree that the pilot pass program will be reviewed and evaluated at the conclusion of program period to determine the renewal for future years.

AGREEMENTS

NOW, THEREFORE, in consideration of the agreements set forth in this Agreement, NAIPTA and CCC agree as follows:

1. CCC's Responsibilities.

1.1. Pass Distribution, Termination, and Tracking. CCC will ensure passes are distributed to students, faculty, and staff eligible to participate in the pilot pass program. CCC will track pass number by student or staff member and notify NAIPTA of necessary pass terminations once monthly, no later than the 5th day of the following month. CCC will be responsible for picking up replacement passes as needed from NAIPTA's main office at 3773 N Kaspar Dr in Flagstaff.

In order to be eligible for a pass, students must be at least part time enrolled for the semester, with at least one class that requires on-campus attendance.

All faculty and staff are eligible for passes.

1.2. Payment. CCC will assist with the funding of this pilot pass program. The mutually agreed upon fee is \$10,000 for all passes needed thru August 30, 2017. All passes will expire on August 30, 2017.

CCC agrees to the following billing schedule. The first invoice will be due within 30 days of the program commencement for half the program fee as agreed upon. The second invoice, the second half, will be due 30 days after the start of the second semester in January 2017. All invoices are payable within 30 days of receipt.

1.3. Marketing and Advertisement of Pass Program. CCC will market and advertise the passes to students and staff. This will include developing flyers, posters, electronic communications, banners, and other marketing opportunities. CCC will also make available their logo and agrees to post a link to Mountain Line's service schedule on the CCC public and student websites.

CCC will provide a single contact for the Pilot Pass Program coordination at CCC to act as NAIPTA's point of contact regarding all matters related to the pilot pass program.

1.4. Public Transportation. CCC recognizes that Mountain Line service is public and that all members of the public may board on a first-come first served basis. Reserving space on the bus or prioritizing Mountain Line passengers based on their pass-holding status is strictly prohibited.

2. NAIPTA's Responsibilities.

2.1. Development of Passes. NAIPTA will provide passes to CCC that include the pass serial number engraved on the back. The passes will be coded specifically as passes issued to CCC for tracking purposes and will expire at end of business on August 30, 2017.

NAIPTA will terminate passes within 5 business days of CCC notification to NAIPTA and will replace passes as needed for student withdrawal or staff termination. NAIPTA will prepare pass orders within 5 days of request for passes and contact CCC staff when passes are ready.

2.2. Billing. NAIPTA will provide CCC with two invoices. The first invoice will be submitted on or before the first day of the pilot program commencement for half the agreed upon fee. The second invoice for the second half of the fee will be submitted on or before the first day of the second semester in January 2017. All invoices are payable within 30 days of receipt.

2.3. Marketing and Advertisement of Pass Program. NAIPTA will support CCC in the development of marketing and advertising service for this pass program. NAIPTA will also make available their logo.

NAIPTA will provide a single contact for the Pilot Pass Program coordination at NAIPTA to act as CCC's point of contact regarding all matters related to the pilot pass program.

2.4. Reporting. NAIPTA will collect and provide to CCC a summary of pass usage and ridership. Data will include unique rider totals, list of frequently used stops, ridership by stop, ridership by time of day, and total ridership.

2.5. Safety of Transportation. NAIPTA will be solely responsible for compliance with all State and Federal Regulations applicable to public transport of passengers, including but not limited to, proper maintenance of vehicles, proper training and screening of drivers and all other necessary elements to operate a public transportation system over roadways during the winter months.

3. Term and Termination.

3.1. Term. This IGA shall be effective for an initial term expiring on August 30, 2017 and shall automatically terminate unless renewed in writing.

3.2. Renewal. This Agreement may be amended only by mutual agreement between the parties. This Agreement may be terminated by either party with 30-day written notice to the other party.

3.3. Termination. This Agreement may be terminated without any further obligation on the part of the CCC in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. NAIPTA shall be notified in writing of such non-appropriations at the earliest opportunity.

This Agreement may be terminated for conflict of interest pursuant to A.R.S. § 38-511.

4. Records and Audit Rights. Each Party's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the other Party to substantiate charges and claims related to this IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of the other Party, to adequately permit evaluation and verification of the performance and cost of the work, and to conduct and prepare all audits and reports required by law. Representatives of the each Party shall be afforded access, at reasonable times and places, to all of the other Party's records and personnel, pursuant to the provisions of this Section, throughout the term of this IGA (including Renewal Terms), and for a period of five (5) years after last or final payment.

5. Indemnification. NAIPTA will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless CCC and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by CCC on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of NAIPTA, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of NAIPTA and/or its subcontractors or claims under similar such laws or obligations. NAIPTA's obligations under this paragraph do not extend to

any liability caused by the sole negligence of CCC or its employees.

6. **Mediation.** If a dispute arises out of or relates to this agreement and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure, pursuant to the procedures set forth in Section 14 of the Master IGA.

7. **General Provisions.**

7.1 **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

7.2 **Entire Agreement.** This IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This IGA may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

7.3 **Arizona Law.** This IGA shall be governed and interpreted according to the laws of the State of Arizona.

7.4 **Modifications.** Except as otherwise specifically provided in this IGA, any amendment, modification or variation from the terms of this IGA shall be in writing and shall be effective only after written approval of all Parties.

7.5 **Attorney's Fees.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this IGA, or on account of any breach or default of this IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

7.6 **Notices.** All notices or demands required to be given, pursuant to the terms of this IGA, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to CCC: _____

Tel: () _____
Fax: () _____

If to NAIPTA: General Manager
 NAIPTA
 3773 Kaspar Dr
 Flagstaff, Arizona 86004
 Tel: (928) 679-8909
 Fax: (928) 779-6868

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

7.7 Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

7.8 Advertising. No advertising or publicity concerning NAIPTA using any contractor's or subcontractor's services shall be undertaken without prior written approval of such advertising or publicity by NAIPTA's General Manager.

7.9 Counterparts. This IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this IGA shall be deemed to possess the full force and effect of the original.

7.10 Severability. If any term or provision of this IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

7.11 Authority. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter this IGA. Each Party further acknowledges that it has read this IGA, understands it, and agrees to be bound by it.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CCC has caused this Agreement to be executed by its duly authorized representative, this ____ day of _____, 20__.

Coconino County Community College

By: _____

Its: _____

(Signature)

STATE OF _____ }

} ss.

County of _____ }

This instrument was acknowledged before me this ____ day of _____, 20__

by _____
_(Grantor).

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

Notary Public

IN WITNESS WHEREOF, NAIPTA has caused this Agreement to be executed by its duly authorized representative, this _____ day of _____, 20____.

NAIPTA

By: _____

Its: _____

(Signature)

Approved as to form:

ATTEST:

By _____
Fredda J. Bisman
General Counsel, NAIPTA

Clerk of the Board



Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

DATE PREPARED: July 12, 2016

DATE: July 21, 2016

TO: Chair and Members of the NAIPTA Board

FROM: Heather Dalmolin, Administrative Director

SUBJECT: Approve City of Winslow Intergovernmental Agreement for Transit Planning Services and Operation

RECOMMENDATION:

Staff recommends the Board of Directors approve an Intergovernmental Agreement with the City of Winslow to capture roles, responsibilities, and funding for the planning and operation of current and future transit services in and around the City of Winslow.

RELATED 5 YEAR HORIZON

Build cooperative relationships regionally to expand and enhance NAIPTA's positive impact.

RELATED GUIDING PRINCIPLES

- Collaborate to enhance service delivery
- Strive for continuous improvement in all we do

BACKGROUND:

NAIPTA and the City of Winslow staff have explored the possibilities of launching transit service along the I-40 corridor and within Winslow several times over recent years. Planning and operating such service will take time and money. NAIPTA, Winslow and Arizona Department of Transportation (ADOT) have discussed the possibilities of NAIPTA planning and potentially operating a Winslow transit system as recently as February 29, 2016. Furthermore, Winslow and NAIPTA staff have met several times this past spring to draft an IGA to capture roles and responsibilities as pertains to planning, funding, and operating transit services on behalf of the City.

The IGA captures that NAIPTA will apply for federal funds, through ADOT, for completing a feasibility study that will help answer questions about what type(s) of service should be planned and operated and help define how services can be funded and operated. NAIPTA staff has the experience to help Winslow with completing this study and planning transit. Staff have determined there are internal resources available to support a contractor effort without affecting other projects. City of Winslow has committed \$20,000 in matching funds plus additional \$10,000 of in-kind time from staff to be used as matching funds for federal



Setting you where you want to go





Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

assistance required to oversee a contractor to perform the study. The IGA does allow for NAIPTA and the City of Winslow to consider future operating relationship if deemed best methodology for introducing and providing service in the future.

As per April direction of the Board of Directors, NAIPTA has applied for federal funds through ADOT for the planning services needed.

TAC FEEDBACK:

Staff summarized prior actions taken to support submission of application for Section 5311 funds on behalf of the City of Winslow this past spring and confirmed that the proposed agreement has been reviewed and approved by City of Winslow. Staff confirmed for TAC members that service planned under this agreement include current vanpool service to the Twin Arrows Casino.

The Transit Advisory Committee supported the recommendation to the Board of Directors.

ALTERNATIVES:

- 1) **Approve the IGA with the City of Winslow (recommended):** This approach moves the ball forward and explores options for expanded regional transit service.
- 2) **Do not approve the IGA (not recommended):** While NAIPTA has many projects that are ongoing; this project is core to NAIPTA's mission, vision and guiding principles and is a project staff believes we can successfully complete.

FISCAL IMPACT:

The City of Winslow planning and feasibility study is part of the adopted FY2017 budget with revenues from ADOT and City of Winslow.

SUBMITTED BY:

Heather Dalmolin
Administrative Director

Jeff Meilbeck
CEO and General Manager

ATTACHMENTS:

- 1) Letter from Winslow City Manager -page 41
- 2) City of Winslow IGA -pages 42-50



Setting you where you want to go



Mayor
Robin R. Boyd
PH (928) 289-2422
FX (928) 289-3742
TDD (928) 289-4784



Peter Cake
Thomas R. Chacon, Sr.
Curtis Hardy
Marshall Losey
Bob Schlesinger
Harold Soehner

Discover Winslow-A City in Motion

April 4, 2016

Mr. Jeff Meilbeck, CEO and General Manager
NAIPTA
3773 N. Kaspar Drive
Flagstaff, AZ 86004

Dear Mr. Meilbeck,

Further to discussions between NAIPTA and the City of Winslow, it is agreed in principle that a Service IGA between our two agencies should be recommended to our governing bodies for approval. This IGA will recommend transit service between the two agencies and within the City of Winslow, among other things.

Additionally, the City of Winslow will commit \$20,000.00 in the City's FY 2016-2017 budget as the local match for a grant to study methods for accomplishing the formation of the transit systems.

The City of Winslow looks forward to our continued forward progress on this initiative.

Sincerely,

A handwritten signature in black ink that reads "Stephen J. Pauken". The signature is written in a cursive style.

Stephen J. Pauken
City Manager

cc: Paul Ferris
Elias Jouen

When recorded return to:
NAIPTA
3773 N Kaspar Dr.
Flagstaff, AZ 86004

**City of Winslow
REGIONAL TRANSPORTATION AUTHORITY
SERVICE PLANNING IGA**

This Service Planning Intergovernmental Agreement (this “Service IGA”) is entered into on the 1st day of April 2016 (the “Effective Date”), by and between the Northern Arizona Intergovernmental Public Transportation Authority (“NAIPTA”) a corporate body and political subdivision of the State of Arizona, and City of Winslow, an Arizona municipal corporation (“Winslow”). NAIPTA and Winslow may be referred to in this Service IGA each individually as a “Party” and collectively as the “Parties”.

RECITALS

A. NAIPTA is the intergovernmental public transportation authority (“IPTA”) formed pursuant to A.R.S. § 28-9101 *et seq.* and the Original Master IGA dated March 14, 2006. The Original Master IGA was amended and superseded by the Restated and Amended Master IGA dated July 1, 2013. The Restated and Amended Master IGA is referred to herein as the “Master IGA.”

B. NAIPTA is governed by a Board of Directors (the “Board”) which includes representatives of Coconino County, the City of Flagstaff (“Flagstaff”), Northern Arizona University, and the Coconino County Community College District (“CCCD”);

C. The Master IGA provides that the Board may, by a vote of a majority of its members voting thereon, increase the membership of NAIPTA to include additional municipalities located in a county that has a population of two hundred thousand (200,000) or less;

D. Winslow is a municipality located in a county with a population of two hundred thousand (200,000) or less, and is located along the section of highway known as the I-40 Corridor;

E. NAIPTA provides vanpool services in Northern Arizona, including in Winslow and Navajo County;

F. Winslow has indicated an interest in joining NAIPTA, and has notified Navajo County of this interest;

G. Transit planning along the I-40 Corridor is consistent with NAIPTA’s mission and vision, and NAIPTA has completed a transit plan for the I-40 Corridor from Flagstaff to Williams;

H. Winslow wishes to partner with NAIPTA to create a transit plan that includes Winslow, and NAIPTA agrees that the creation of such a transit plan would be consistent with NAIPTA's mission and vision and would complement the transit plan for the I-40 from Flagstaff to Williams;

I. Grant funds may be available through the Arizona Department of Transportation ("ADOT") for the creation of such a transit plan;

J. Winslow wishes to partner with NAIPTA in applying for such a grant, and in developing a transit plan for Winslow, all on the terms and conditions set forth in this Service IGA;

K. The Parties are authorized to enter into this Service IGA by A.R.S. §§ 11-951 *et seq.*; 28-9101 *et seq.* and the Master IGA.

AGREEMENTS

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

In this Agreement the following words have the listed meaning, unless the context requires otherwise:

"ADA" means the Americans with Disabilities Act.

"ADOT" means the Arizona Department of Transportation.

"FTA" means the Federal Transit Administration.

"NACOG" means the Northern Arizona Council of Governments.

"STATE" means the State of Arizona.

2. Purpose. The purpose of this IGA is to set forth the terms and conditions pursuant to which NAIPTA will undertake to provide certain transportation planning services to Winslow.

3. Obligations of NAIPTA.

3.1 General Obligations.

3.1.1 NAIPTA will submit a Section 5311 grant to ADOT requesting \$160,000 of 5311 funding to necessary to undertake the tasks set forth in this IGA (the "Grant").

- 3.1.2 If the Grant is approved and funded, NAIPTA will assist with the planning of public transportation services for Winslow, including but not limited to fixed route, paratransit, vanpools, and taxi voucher service, in compliance with the Americans with Disabilities Act (the "ADA"). Planning will include, but not be limited to, route alignments, vehicle types and sizes, funding sources, and a timetable for implementation.
- 3.1.3 At Winslow's request, and provided that sufficient funds are available, NAIPTA may, in addition: (i) develop performance measures for evaluation of services approved and implemented by Winslow; (ii) assist with development of fare structures for any future implemented transit services provided in this IGA.; (iii) provide administrative services, equipment, personnel and management services necessary to provide Winslow with acceptable levels of public transportation services; (iv) develop marketing and merchandising strategies for the public transportation services and will provide appropriate recognition of the partnership with Winslow, including but not limited to the Winslow logo and public relations text.
- 3.1.4 NAIPTA will consult with Winslow regularly regarding the development, evaluation, and adjustment of services. To obtain the maximum benefit for Winslow, NAIPTA agrees to consult with national transportation associations to obtain information on additional sources of funding and best practices for community transportation in use in other areas of the country. At a minimum, NAIPTA will meet with Winslow on these matters every six (6) months.
- 3.1.5 NAIPTA will cooperate with NACOG and the State in updating the federally-mandated transportation improvement program (TIP/STIP) and its amendments. As requested by Winslow, NAIPTA will conduct a periodic survey of transportation needs in Winslow and shall produce a transportation program that will replace the existing program. The TIP/STIP will provide guidance to the parties during the term of this IGA.
- 3.1.6 NAIPTA will also explore the advantages and disadvantages of at least three (3) management options for Winslow transportation services, and the legal, financial and procedural steps to implement each of these options, including NAIPTA and Winslow management duties in the event Winslow joins NAIPTA, or in the event Winslow and Navajo County determine that it is in their best interests to form a new IPTA, pursuant to Arizona law.

3.2 Financial Management Obligations.

- 3.2.1 NAIPTA will document and provide \$10,000 of in-kind match as leverage for the Grant.
- 3.2.2 NAIPTA will use an accounting system which complies with generally accepted accounting principles and with applicable requirements of the FTA. NAIPTA will comply with all requirements of FTA audit guidelines and any other provisions of funding agencies.
- 3.2.3 NAIPTA agrees to provide Winslow with its annual audit and compliance and management letter, letter on internal controls and single audit report as soon as they become available. Any additional reports, including but not limited to granting agencies' reviews, shall be forwarded to Winslow for review. Winslow shall have the right to audit NAIPTA's books and records upon reasonable notice to NAIPTA from Winslow, during the term of this Service IGA and five (5) years thereafter, to the extent that the books and records relate to the performance of this Service IGA.
- 3.3 Legal Services Obligations. NAIPTA will rely on its legal counsel for the services and scopes described in this section, as approved by the Board of Directors.
- 4. Obligations of Winslow.
 - 4.1 General Obligations.
 - 4.1.1 Subject to annual appropriation and program budget approval, Winslow will purchase transportation planning services pursuant to the terms of this Service IGA. Payment, performance and obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.
 - 4.1.2 Winslow will provide NAIPTA with annual updates on available funding for purposes of planning and budgeting, and estimate expenditures for transit capital.
 - 4.1.3 Winslow will provide a timely review of and response to all budgets, route and service plans, proposed amendments, and other NAIPTA submittals required by this Service IGA.
 - 4.1.4 Winslow will explore the legal and financial possibilities and implications of Winslow and/or Navajo County joining NAIPTA in the future and will document its findings and preliminary recommendations in the Winslow Transit Plan.

4.2 Financial Obligations. Winslow will provide up to \$20,000 in local cash match and will document \$10,000 of in-kind Winslow staff match as leverage for ADOT 5311 Grant.

4.3 Legal Obligations Winslow will rely on its legal counsel provided by the Winslow Attorney for the services and scopes described in this section.

5. Term and Termination.

5.1 Term.

This Service IGA shall be effective for an initial term of five (5) years from the Effective Date (the "Initial Term") and shall automatically renew for two (2) additional five (5) year term unless terminated as provided in Section 4.3.

5.2 Notice of Renewal.

This Service IGA shall be renewed automatically unless one Party provides to the other Party written notice of the notifying Party's intent not to renew this Service IGA, at least ninety (90) days prior to the end of the Term or Renewal Term.

5.3 Termination.

5.3.1. Either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of termination. NAIPTA will not incur any further obligation on behalf of Winslow after receipt of a written notice of termination. Winslow will pay NAIPTA for services rendered prior to the date of termination. This Agreement may be terminated without any further obligation on the part of Winslow in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. NAIPTA shall be notified in writing of such non-appropriation at the earliest opportunity.

5.3.2. This Agreement may be terminated for conflict of interest pursuant to A.R.S. § 38-511.

6. Records and Audit Rights. Each Party's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the other Party to substantiate charges and claims related to this Service IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of the other Party, to adequately permit evaluation and verification of the performance and cost of the work, and to conduct and prepare all audits and reports required by law. Representatives of the each Party shall be afforded access, at reasonable times and places, to all of the other Party's records and personnel, pursuant to the provisions of this Section, throughout the term of this IGA (including Renewal Terms), and for a period of five (5) years after last or final payment.

7. Indemnification. Each Party, as Indemnitor, will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the other Party, and such Party's agents, officials and employees (collectively "Indemnitees") from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the Indemnified Party, on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Indemnifying Party, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Indemnifying Party and/or its subcontractors or claims under similar such laws or obligations. A Party's obligations under this paragraph do not extend to any liability caused by the negligence of the other Party or its employees, agents, subcontractors or officials.

8. Mediation. If a dispute arises out of or relates to this agreement and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure, pursuant to the procedures set forth in Section 14 of the Master IGA.

9. General Provisions.

9.1 INCORPORATION OF RECITALS. The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

9.2 ENTIRE AGREEMENT. This Service IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Service IGA may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

9.3 ARIZONA LAW. This Service IGA shall be governed and interpreted according to the laws of the State of Arizona.

9.4 MODIFICATION

. Except as otherwise specifically provided in this Service IGA, any amendment, modification or variation from the terms of this Service IGA shall be in writing and shall be effective only after written approval of all Parties.

9.5 ATTORNEY'S FEES. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Service IGA, or on account of any breach or default of this Service IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs

and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

9.6 NOTICES. All notices or demands required to be given, pursuant to the terms of this Service IGA, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to City of Winslow: City Manager
 City of Winslow
 ADDRESS
 ADDRESS
 Tel:
 Fax:

If to NAIPTA: General Manager
 NAIPTA
 3773 N Kaspar Dr.
 Flagstaff, Arizona 86004
 Tel: (928) 679-8909
 Fax: (928) 779-6868

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

9.7 FORCE MAJEURE. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

9.8 ADVERTISING. No advertising or publicity concerning NAIPTA using any contractor's or subcontractor's services shall be undertaken without prior written approval of such advertising or publicity by NAIPTA's Executive Director.

9.9 COUNTERPARTS. This Service IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Service IGA shall be deemed to possess the full force and effect of the original.

9.10 CAPTIONS. The captions used in this Service IGA are solely for the convenience of the Parties, do not constitute a part of this Service IGA and are not to be used to construe or interpret this Service IGA.

9.11 SEVERABILITY. If any term or provision of this Service IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Service IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

9.12 AUTHORITY. Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Service IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter this Service IGA. Each Party further acknowledges that it has read this Service IGA, understands it, and agrees to be bound by it.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have approved this Service IGA by resolution of their governing boards and have caused these presents to be executed by their duly authorized officers.

NAIPTA:
Northern Arizona Intergovernmental
Public Transportation Authority

City of Winslow:

By: Its Board Chair

By: Its Board Chair

Printed Name

Printed Name

Date

Date

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

Approval of Legal Counsel:

This Agreement has, prior to its execution, been submitted to the attorney for each party, who has determined that the Agreement is in the proper form and is within the powers and authority granted under the laws of this state to such Party.

NAIPTA General Counsel

Attorney for City of Winslow

Date

Date