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 (BOD) of the Northern Arizona Intergovernmental Public Transportation Authority (“NAIPTA”) and to the general public that the Board will hold a meeting on:

Wednesday, August 15, 2018
10:00am
NAIPTA Training Room
3825 N. Kaspar Dr.
(Parking at 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:

1. CALL TO ORDER
2. WELCOME, ROLL CALL AND INTRODUCTIONS
3. APPROVAL OF MINUTES

-pages 1-4
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, 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 UPDATED PERSONNEL POLICY MANUALS -pages 17-35
-Heather Dalmolin, Administrative Director
Staff recommends the Board of Directors approve and adopt updates to various NAIPTA Policy manuals to incorporate updates to policies that most accurately reflect regulatory requirements and NAIPTA’s actual practices.

DISCUSSION / ACTION ITEMS:

6. APPROVE THE NAIPTA-NORTHERN ARIZONA UNIVERSITY (NAU) UPASS INTERGOVERNMENTAL AGREEMENT (IGA) -pages 36-48
-Heather Dalmolin, Administrative Director
Staff recommends the Board of Directors approve an IGA between Northern Arizona University (NAU) and NAIPTA to provide a Universal Access Pass (UPASS) for students in exchange for $1,000,000 in lieu of fares.

7. COCONINO COMMUNITY COLLEGE (CCC) PILOT PASS PROGRAM, INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT -pages 49-54
-Jacki Lenners, Marketing Manager
Staff recommends the Board of Directors approve the Coconino Community College Pilot Pass Program amendment, Addendum 2, to continue the program for a third year, through July 31, 2019 at no cost to CCC.
8. TRANSPORTATION DECISION 2018  
-Jeff Meilbeck, CEO and General Manager  
The Board may provide direction, but there is no recommendation from staff at this time.

9. HIGHLAND PUBLIC AFFAIRS CONSULTANTS CONTRACT AMENDMENT  
-Jacki Lenners, Marketing Manager  
Staff recommends the Board of Directors approve amendment to the HighGround Public Affairs Consultants contract to include work for the City of Flagstaff on the Transportation Tax renewal (Proposition 419) and Lone Tree Road Overpass (Proposition 420).

10. US 180 IMPLEMENTATION PLAN UPDATE  
-Kate Morley, Mobility Planner  
The Board may provide direction, but there is no recommendation from staff at this time.

11. SECTION 5339(B) AUTHORIZATION OF APPLICATION AND EXECUTION OF AWARD  
-Kate Morley, Mobility Planner  
Staff recommends the Board of Directors: 1) Authorize staff to submit application to the Federal Transit Administration for Section 5339(b) funds for six all electric replacement vehicles, a Northern Arizona University bus facility, and five replacement paratransit vans; and 2) Execute the Grant award through the Federal Transit Administration award management system (TrAMS).

12. KASPAR INTERSECTION UPDATE  
-Erika Mazza, Deputy General Manager  
The Board may provide direction, but there is no recommendation from staff at this time.

13. ADOPT RESOLUTION TO AUTHORIZE WESTERN ALLIANCE BANK TO BE A DEPOSITORY FOR NAIPTA FUNDS  
-Heather Dalmolin, Administrative Director  
Staff recommends the Board of Directors approve and adopt the resolution requested by Western Alliance Bank authorizing the Bank to be a depository for NAIPTA funds. The depository authorization is related to our taxi voucher program and a cash deposit of $50,000 is required as security for the commercial card that will serve as NAIPTA’s paperless taxi voucher.
PROGRESS REPORTS:

14. MOUNTAIN LINE AND MOUNTAIN LIFT RIDER SATISFACTION SURVEYS  
   -Jacki Lenners, Marketing Manager  
   -page 74

15. OFFICE RENOVATION PROJECT UPDATE  
   -Wade Forrest, Facilities Manager  
   -page 75

16. OPEN MEETING LAW CHANGES  
   -Rhonda Cashman, Clerk of the Board  
   -page 76

17. SUMMARY OF CURRENT EVENTS  
   -Jeff Meilbeck, CEO and General Manager

EXECUTIVE SESSION

Executive sessions are closed to the public.

The Board will consider a motion to convene an executive session pursuant to A.R.S. § 38-431.03 (A)(1) for the following purpose:

1. CEO and General Manager Finalist Interviews

Following the conclusion of the Executive Session, the Board will reconvene the public meeting.

ITEMS FROM COMMITTEE AND STAFF:

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS

September/October Working Agenda  
   -page 77

Strategic Workplan  
   -pages 78-79

The next Board meeting will be September 19, 2018 and 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 Coconino Community College (CCC) Proposition Presentation, Transportation Decision 2018, Title VI and Office Remodel Construction Final Update. 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.

18. ADJOURNMENT
Board of Directors Minutes for Wednesday, June 20, 2018

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 20, 2018 at 10:00 am in the NAIPTA Training Room, 3825 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:
Scott Overton (Chair), City Council, City of Flagstaff;
Art Babbott (Vice Chair), Board of Supervisors, Coconino County;
Veronica Hipolito (Secretary), Dean of Students, CCC, designee;
Joanne Keene, Executive Vice President and Chief of Staff, NAU, arrived at 10:05am;
Jamie Whelan, Vice Mayor, City of Flagstaff, alternate;
*Three of our five Board member seats must be present to constitute a quorum.
**The City of Flagstaff holds two seats.

BOARD MEMBERS EXCUSED:
Matt Ryan, Board of Supervisors, Coconino County, alternate;
Eva Putzova, City Council, City of Flagstaff;
Charlie Odegaard, City Council, City of Flagstaff, alternate;
Rich Bowen, Associate Vice President for Economic Development, NAU, alternate;
Colleen Smith, President, CCC

NAIPTA STAFF IN ATTENDANCE:
Jeff Meilbeck, CEO and General Manager;
Erika Mazza, Deputy General Manager;
Heather Dalmolin, Administrative Director;
Jacki Lenners, Marketing Manager;
Wade Forrest, Facilities Manager;
Jan Knapp, Operations Manager, arrived at 10:09am;
Lauree Battice, Business Manager;
George Gillette, Fleet Manager;
Jon Matthies, IT Manager;
1. **CALL TO ORDER** - Chair Overton called the meeting to order at 10:02 am.

2. **ROLL CALL AND INTRODUCTIONS**

3. **APPROVAL OF MINUTES 5/16/2018**

   Vice Chair Babbott moved to approve the May 16, 2018 Joint Board and TAC meeting minutes. Secretary Hipolito seconded. All approved, none opposed. Motion carried.

4. **CALL TO THE PUBLIC**

   Norm Reynolds from Gillig thanked the Board in advance, for potential approval of the 5-year contract later in the agenda. He extended the invitation to visit their new facility in the San Francisco area if ever nearby.

**DISCUSSION / ACTION ITEMS:**

5. **FY2019 BOARD ELECTION OF OFFICERS**

   - Rhonda Cashman, Clerk of the Board

   Staff recommends the Board of Directors elect officers for FY2019.

   Ms. Cashman noted Director Scott Overton and Director Art Babbott are each eligible to serve one more year in their respective positions as Chair and Vice Chair. Director Hipolito has completed her two-year term as Secretary. Director Overton stated he is willing to continue until his term on the City Council ends in December. Director Whelan nominated Director Overton to continue as Chair and Director Babbott to continue as Vice Chair. Director Babbott stated he is happy to serve, but he would like someone else on the Board to cycle in. Director Whelan amended her nomination for Vice Chair from Director Babbott to Director Hipolito. Director Hipolito accepted the nomination. Director Whelan’s nominations of Director Overton for Chair and Director Hipolito for Vice Chair were seconded by Director Keene. All approved, none opposed. Motion carried. Director Hipolito nominated Director Whelan for Secretary. Director
Whelan accepted, and Director Overton seconded. All approved, none opposed. Motion carried. New officer positions will be effective July 1st.

Chair Overton mentioned that City Council appointed Jamie Whelan to replace Eva Putzova permanently at the meeting last night. Jim McCarthy was appointed the new alternate.

6. **UPDATE ON THE NAIPTA COMPENSATION STUDY**
   - Heather Dalmolin, Administrative Director
   The Board may provide direction, but there is no recommendation from staff at this time.

Ms. Dalmolin reviewed a PowerPoint presentation with the Board. Segal-Waters Group was the contracted consultant. Eight peer agencies were used for comparison, including the City of Flagstaff, Coconino County and Northern Arizona University. Several positions were more than 30 percent below the average market midpoint. Staff is looking at implementing the full adjustment within the FY2019 proposed budget. Vice Chair Babbott asked about relational pay grade impact but he understands that is not part of this conversation. He also expressed concern over a potential recession in the next 12-24 months. He is comfortable with the budget. Ms. Dalmolin noted the compensation study was very front-line focused. Turnover is at about 14 percent and our hope is to recruit better candidates and the ability to move up the pay scale quicker should encourage employees to stay. Wage has been a factor in the turnover.

7. **APPROVE AND ADOPT THE FY2019 BUDGET**
   - Heather Dalmolin, Administrative Director
   Staff recommends the Board of Directors: Adopt the FY2019 budget of $17,045,127 as reviewed at May Joint Meeting. The budget supports operation of Mountain Line, Mountain Express, and Mountain Lift on behalf of the City of Flagstaff, the Mountain Lift Taxi Voucher Program on behalf of City and County, and the Vanpool Program on behalf of Coconino County.

Ms. Dalmolin noted the FY2019 budget has been presented and reviewed with partner agencies and the Board on previous occasions. There were no questions and no discussion. Secretary Hipolito moved to approve the FY2019 budget as presented. Director Keene seconded. All approved, none opposed. Motion carried.

8. **SECTION 5307/5339 AUTHORIZATION OF APPLICATION AND EXECUTION OF AWARD**
   - Erika Mazza, Deputy General Manager
   Staff recommends the Board of Directors: 1) Authorize staff to submit application to the Arizona Department of Transportation (ADOT) for Section 5307/5339 funds from the Federal Transit Administration (FTA) through ADOT for operations, planning and capital; and 2) Execute the Grant award through the Federal Transit Administration award management system (TrAMS).
Ms. Mazza reported $4.4 million is available. NAIPTA is seeking the full grant amount for three projects: the Kaspar/Route 66 Intersection, US Highway 180/Snowbowl Route and System Expansion through Capital Partnerships. Vice Chair Babbott asked about requirements for use of the funds and the ability to move forward cash shy projects. Ms. Mazza noted the funds have to be obligated within three years, ADOT usually takes the first year, so NAIPTA would have two years. Mr. Meilbeck stated it usually takes 2-3 years to use grants and NAIPTA plans to continue to do so. Ms. Mazza said projects need to have a transit component. There was no further discussion. Vice Chair Babbott moved to approve Section 5307/5339 grant application and execution of award as presented. Director Whelan seconded. All approved, none opposed. Motion carried.

9. TRANSIT ORIENTED DEVELOPMENT PLANNING APPLICATION AND EXECUTION OF AWARD
   -Kate Morley, Mobility Specialist
   Staff recommends the Board of Directors: 1) Authorize staff to submit application to the Federal Transit Administration (FTA) for Transit Oriented Development Planning funds and 2) Execute the Grant award through the Federal Transit Administration award management system (TrAMS).

   This item was pulled by staff.

10. MEETING CALENDAR REVIEW
    -Rhonda Cashman, Clerk of the Board
    Staff recommends the Board of Directors review and approve the FY2019 meeting dates.

    Ms. Cashman asked the Board to approve the FY2019 Meeting Calendar dates. There is still capability to adjust them, if needed. Director Whelan moved to approve the dates as presented. Director Keene seconded. All approve, none opposed. Motion carried.

11. TRANSPORTATION DECISION 2018
    -Jeff Meilbeck, CEO and General Manager
    The Board may provide direction, but there is no recommendation from staff at this time.

    Mr. Meilbeck reported City Council took action the night before to send three transportation questions to the voters in November. A letter from City Manager, Barbara Goodrich was handed out. The letter asked the Board of Directors to support her request to have Mr. Meilbeck lead the efforts in coordinating the educational campaign. He stated he is honored by the request. The Project Scope Statement, signed by stakeholders, was also handed out. He emphasized the need for education, not advocacy. Chair Overton asked if this task would pull him away from NAIPTA. Mr.
Meilbeck felt this is a great opportunity. Since the 2016 Renewal, NAIPTA staff are skilled and ready to go. The umbrella coordination with the City will be the most efficient.

12. **U-PASS INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN NORTHERN ARIZONA UNIVERSITY (NAU), CITY AND NAIPTA**
   - Jeff Meilbeck, CEO and General Manager

   Staff recommends the Board of Directors approve an IGA with Northern Arizona University (NAU) to provide a Universal Access Pass (U-PASS) for students, faculty and staff of NAU and Coconino Community College (CCC).

   Mr. Meilbeck reported the UPASS is in the works. NAU has the draft IGA. This is a partnership for more transit if Proposition 421 passes. Director Keene stated the draft IGA is with the NAU attorney and purchasing department for review. She requested the Word version of the document. The review should be wrapped up in the next couple weeks. Chair Overton noted this is an important policy piece for the City to understand. This agreement shows good intent of NAU; contribution for improvement. Communication will be essential. Mr. Meilbeck noted staff will get messaging down and not overpromise. Ridership typically increases with the introduction of a UPASS. What voters will get will be clear for a "yes" or a "no" vote. Secretary Hipolito communicated CCC would like to set up a Memorandum of Understanding (MOU) with NAIPTA. They are not expecting NAU to pay. They appreciate the opportunity. They feel the need to delineate with their own agreement. She thought this might open up possibilities for other organizations. Director Keene thought NAIPTA could potentially be brought into the NAU and CCC MOU as well. Mr. Meilbeck noted he cannot state the IGA has been signed until it has been done. Lots of things have to happen. The IGA should go to City Council in August. Chair Overton will ask for it to get in as a placeholder for the first Council meeting agenda, which he realized is not until August 21st. They may need to hold a special meeting.

13. **AUTHORIZE FY2019 TASK ORDERS TO AECOM TECHNICAL SERVICES, INC. UNDER THEIR GENERAL SERVICES MASTER CONTRACT**
   - Erika Mazza, Deputy General Manager

   Staff recommends the Board of Directors: Authorize NAIPTA CEO-GM to redistribute prior approved Task Order valuation carry over of $2,219,931 and assign FY2019 valuation of $995,963 and related Task Orders to AECOM Technical Services, Inc.

   Ms. Mazza reviewed a PowerPoint presentation with the Board. Continued projects and new task orders and were reviewed. Alternatives were reviewed. Chair Overton asked if NAIPTA staff is still comfortable with AECOM and if she could speak to their good value, etc. Ms. Mazza replied she is still comfortable with AECOM. Our organizations have a good stride working together to develop scope of work for projects. She continues to evaluate in-house capabilities versus outside help needs. AECOM understands relationships in Flagstaff. Chair Overton cautioned against
becoming too comfortable; work hard for best value. There was discussion about where AECOM is from, concern over the substantial increase in funds requested, concern over taking business from locals and who is doing the oversight. Ms. Mazza will come back with learning curve information regarding Bus Rapid Transit (BRT), Mill Town, Highway 180, the Milton Masterplan and the Downtown Connection Center (DCC). AECOM does local source some contractors. Vice Chair Babbott thought the Kaspar Intersection would be a good exercise in showing delivery systems matter. This may be more work for staff, but he recommended using this as a case study. Ms. Mazza explained we would need to wait for the notice of award from ADOT and then do procurement. Mr. Meilbeck thought this was reasonable. Ms. Dalmolin noted that internal procurement set up could be done so that when the ADOT award is announced, we can go out to bid. Director Keene moved to approve the list of AECOM task orders as presented with a look at task order #10 for a separate procurement. Secretary Hipolito seconded. All approved, none opposed. Motion carried.

14. CENTRAL YAVAPAII METROPOLITAN PLANNING ORGANIZATION (MPO) REGIONAL SERVICE REQUEST
-Erika Mazza, Deputy General Manager
Staff recommends the Board of Directors: Approve a Regional Service Request from Central Yavapai Metropolitan Planning Organization (CYMPO) for administrative and project management services.

Ms. Mazza stated the CYMPO has requested assistance with a Transit Implementation Plan. She reviewed the requirements in the staff report. There is no long-term agreement proposed. Chair Overton asked if they will start from scratch or build on existing services. Mr. Bridges explained they do receive 5311 funds and they need to determine if they can expand or start a new system under 5307. There has been a shift in support for transit in the last few years. On a recent survey, they received 14 comments, as compared with previous surveys with no comments, and officials support updating the transit plan. The current system has 14 passenger buses. For years they have been giving back over $1 million in 5307 funds to the statewide pool. There was some discussion regarding following our rules and sustained political support being essential, as well as finding a community funding stream. Mr. Bridges commented that their communities are growing. Vice Chair Babbott moved to approve the regional service request as presented. Secretary Hipolito seconded. 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.
15. **ADOPTION OF STANDARD PROCUREMENT AND CONTRACT DOCUMENTS**
   - Heather Dalmolin, Administrative Director
   Staff recommends the Board of Directors approve and adopt new standard procurement and contract documents that are appropriate for capturing various regulations and policies while serving NAIPTA’s best interest for contractor relations.

   - Heather Dalmolin, Administrative Director
   Staff recommends the Board of Directors: Approve and authorize staff to add $351,400 to the execution of FTA application 6743-2018-007 for an updated total application of $4,333,599 for projects transferred from Flagstaff Metropolitan Planning Organization (FMPO) for capital preventative maintenance and projects in support of ongoing work evaluating US Highway 180 corridor.

17. **APPROVE AWARD OF REQUEST FOR PROPOSAL (RFP) 2018-118 FOR MANUFACTURE AND DELIVERY OF TRANSIT BUSES**
   - Heather Dalmolin, Administrative Director
   Staff recommends the Board of Directors award RFP 2018-118 for Manufacture and Delivery of Transit Buses to and approve contracts with New Flyer, Inc for 60-foot articulated buses and Gillig Corporation for 35 and 40-foot buses.

18. **APPROVE RENEWAL OF LINE OF CREDIT FROM WELLS FARGO FOR $500,000**
   - Heather Dalmolin, Administrative Director
   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.

19. **APPROVE RENEWAL OF NAIPTA LIABILITY INSURANCE FOR FY2019**
   - 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 $336,405.

Vice Chair Babbott requested to pull #18 from the consent agenda. He moved to approve consent agenda items 15-17 and item 19. Director Keene seconded. All approved, none opposed. Motion carried.

Vice Chair Babbott stated that due to recent issues with Wells Fargo Bank that they admitted to, he is uncomfortable continuing with the relationship. He stated our ethics play out with our money. Chair Overton stated the City had a similar discussion, but it is a little bit different here. The funds are available, only if needed. Ms. Dalmolin reported line of credit funds have not been used in years. NAIPTA does not invest.
The County Treasurer’s Office invests for us. She noted NAIPTA recently went out to bid and only two responses were received from Wells Fargo and Alliance. It was determined that Wells Fargo was still the best value for our needs. Director Whelan commented that it is a double-edged sword when local employees are steadfast, but it is not okay at the corporate level. Chair Overton moved to approve the Wells Fargo line of credit as presented. Director Keene seconded. Approved by Directors Overton, Keene and Hipolito, opposed by Directors Babbott and Whelan. Motion carried.

PROGRESS REPORTS:

20. OFFICE REMODEL CONSTRUCTION UPDATE
   -Wade Forrest, Facilities Manager

   Mr. Forrest gave a very brief update on the progress of the office renovation. The project is currently on schedule and within budget.

21. SUMMARY OF CURRENT EVENTS
   -Jeff Meilbeck, CEO and General Manager

   Mr. Meilbeck had stepped out of the room.

   Ms. Lenners reported NAIPTA is participating in Dump the Pump activities on Thursday, June 21st. This is a national campaign organized by the American Public Transportation Association (APTA). Ride Mountain Line for free and other giveaways will be offered.

   Ms. Morley gave a brief update on the Highway 180 Implementation Plan. A PowerPoint slide was shown on screen with a pie chart showing travel times between Snowbowl Road and City Hall during the winter season. No decisions have been made. A stakeholder meeting is scheduled for Monday. There will be further public outreach done. A full report will be brought back in August. Vice Chair Babbott said he is responding to responses from residents. Please continue to send them to him or Kate. This is an effort to narrow the realm of the possible. It’s a great process. You don’t corrupt the process. We need to let it play out. Secretary Hipolito recommended having good talking points for Board members at upcoming outreach events.

DISCUSSION / ACTION ITEMS:

22. APPROVE THE 8TH AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE CEO AND GENERAL MANAGER
   -Heather Dalmolin, Administrative Director

   Staff recommends the Board of Directors approve the Eighth Amendment to the Employment Contract for the CEO-General Manager to extend the term of the agreement through November 30, 2018.
Ms. Dalmolin stated the 8th Amendment is per discussion regarding Mr. Meilbeck’s contract. He has approved the language. There is also an End of Employment Agreement which outlines how to handle his departure. Director Keene moved to approve the 8th Amendment as presented. Secretary Hipolito seconded. All approved, none opposed. Motion carried.

Chair Overton reminded the Board the next meeting is August 15th.

There was approximately a 15-minute break, 11:45am-12pm.

At approximately 12pm, Director Keene made a motion to move into and Executive Session. Director Whelan seconded. All approved, none opposed. Motion carried.

EXECUTIVE SESSION

Executive sessions are closed to the public.

The Board convened an Executive Session at approximately 12pm, pursuant to A.R.S. § 38-431.03 (A)(1) and A.R.S. § 38-431.03(A)(4) for the following purpose:

1. CEO and General Manager Candidate Review Process

Following the conclusion of the Executive Session, the Board reconvened the public meeting at approximately 1:41pm.

ITEMS FROM BOARD MEMBERS AND STAFF:

22. SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS

July/August/September Working Agenda
Strategic Workplan

The Board has called for a Special Meeting on Thursday, June 28th, 8-10am at NAU to hold phone interviews with prospective CEO and General Manager candidates in Executive Session. Specific location to be determined.

The next regular Board meeting will be on Wednesday, August 15, 2018 and will be a WebEx meeting based in Flagstaff in the NAIPTA Training Room, 3825 N. Kaspar Dr., Flagstaff, AZ 86004 at 10am. Parking will be at the main office, 3773 N. Kaspar Dr., Flagstaff, AZ 86004. The public is invited to attend. Lunch will be provided for Board members. August agenda items will include but not be limited to the Personnel Policy Manual Update, Transportation Decision 2018, Title VI, Rider Satisfaction Survey, Changes to Open Meeting Law, Office Remodel Construction Update and possibly an Executive Session for CEO/GM Recruitment Interviews. The August 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.

18. **ADJOURNMENT** -Chair Overton adjourned the meeting at 1:42pm.

________________________________________
Scott Overton, Chair NAIPTA Board of Directors

ATTEST:

________________________________________
Rhonda Cashman, Clerk of the Board
The Board of Directors met in Special Session on Thursday, June 28, 2018 at 8:00 am in Conference Room 100K at the Babbitt Administrative Center, Building #51 at Northern Arizona University (NAU), Flagstaff, AZ 86001.

Members of the Board attended in person. The public was invited to observe and participate in the meeting at the address above.

BOARD MEMBERS PRESENT:
Scott Overton (Chair), City Council, City of Flagstaff;
Art Babbott (Vice Chair), Board of Supervisors, Coconino County;
Veronica Hipolito (Secretary), Dean of Students, CCC, designee;
Joanne Keene, Executive Vice President and Chief of Staff, NAU;
Jamie Whelan, Vice Mayor, City of Flagstaff, alternate;
*Three of our five Board member seats must be present to constitute a quorum.
**The City of Flagstaff holds two seats.

BOARD MEMBERS EXCUSED:
Matt Ryan, Board of Supervisors, Coconino County, alternate;
Eva Putzova, City Council, City of Flagstaff;
Charlie Odegaard, City Council, City of Flagstaff, alternate;
Rich Bowen, Associate Vice President for Economic Development, NAU, alternate;
Colleen Smith, President, CCC

NAIPTA STAFF IN ATTENDANCE:
None.

GUESTS PRESENT:
None.

1. CALL TO ORDER -Chair Overton called the meeting to order at 8:00am.

2. ROLL CALL AND INTRODUCTIONS
3. CALL TO THE PUBLIC

There was no one from the public present and no comments were made.

At approximately 8:05am, Chair Overton made a motion to move into and Executive Session. Secretary Hipolito seconded. All approved, none opposed. Motion carried.

EXECUTIVE SESSION

Executive sessions are closed to the public.

The Board convened an Executive Session at approximately 8:05am, pursuant to A.R.S. § 38-431.03 (A)(1) for the following purpose:

1. CEO and General Manager Candidate Phone Interviews

Following the conclusion of the Executive Session, the Board reconvened the public meeting at approximately 10:05am.

ITEMS FROM BOARD MEMBERS AND STAFF:

22. SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS

The next regular Board meeting will be on Wednesday, August 15, 2018 and will be a WebEx meeting based in Flagstaff in the NAIPTA Training Room, 3825 N. Kaspar Dr., Flagstaff, AZ 86004 at 10am. Parking will be at the main office, 3773 N. Kaspar Dr., Flagstaff, AZ 86004. The public is invited to attend. Lunch will be provided for Board members. August agenda items will include but not be limited to the Personnel Policy Manual Update, Transportation Decision 2018, Title VI, Rider Satisfaction Survey, Changes to Open Meeting Law, Office Remodel Construction Update and possibly an Executive Session for CEO/GM Recruitment Interviews. The August 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.

18. ADJOURNMENT

-Chair Overton adjourned the meeting at 10:06am.

________________________
Scott Overton, Chair NAIPTA Board of Directors

ATTEST:

________________________
Rhonda Cashman, Clerk of the Board
DATE PREPARED: August 7, 2018
MEETING DATE: August 15, 2018
TO: Honorable Chairman and Members of the Board
FROM: Heather Dalmolin, Administrative Director
SUBJECT: Approve Updated Personnel Policy Manuals

RECOMMENDATION:

Staff recommends the Board of Directors approve and adopt updates to various NAIPTA Policy manuals to incorporate updates to policies that most accurately reflect regulatory requirements and NAIPTA’s actual practices.

RELATED STRATEGIC WORKPLAN OBJECTIVE

Guiding Principles:

- Strive for continuous improvement in all we do
- Be trustworthy and dependable

5 Year Horizon:

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

BACKGROUND:

In June of 2015, NAIPTA Board of Directors approved an update to NAIPTA’s prior Personnel Policy manual to create 4 separate policies: Personnel Policies, Classification and Compensation Policy, Non-FTA DOT Drug and Alcohol Policy, and FTA DOT Drug and Alcohol Policy. The policies have been updated and maintained by staff to ensure that set policies actually reflect regulatory changes and changes in NAIPTA practices. As is staff practice, staff makes updates and informs staff as needed, bring related Policy manuals to the Board once a year for acknowledgement and adoption.

Since the Board’s last approval in August 2017, staff have made the following updates to these specific policies:

1. Modified both Drug and Alcohol policies to remove reference to MDEA (an amphetamine that is no longer specifically identified by FTA) and to replace reference to Opiates with Opioids.
2. Updated the Classification and Compensation Policy manual to:
   a. reflect and reference the newly added Operations Class Step Table;
   b. replace the annual 1% Cost of Living Adjustment allowance to 2% and reflect that the COLA is applied to all staff in the first pay period of each year as is practice;
   c. add the pay ranges and step tables as identified in the Compensation Study of June 2018; and
   d. create a new incentive, a stay-on bonus for transit bus operators with and without a commercial drivers license at hire.
3. Updated existing policies for regulatory and practices changes, as well as to be clear for staff:
Northern Arizona Intergovernmental Public Transportation Authority
3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.mountainline.az.gov

a. 2.4 Hours of Work was updated to correct requirements for reporting and leaving work during Snow, Inclement Weather, and Other Emergencies.
b. 3.13 Vacation Sellback was created to provide the opportunity for staff to once annually sellback to NAIPTA up to 40 hours of vacation leave if certain eligibility criteria are met.
c. 4.1 Code of Ethics was updated to add ‘cash (tips) and gift card’ to defined list of unacceptable items received by Staff in Abuse of Position section.
d. 4.2 Code of Conduct was updated to include prohibited actions for bus and paratransit operators and to add use of personal phones and communication devices while working.
e. 4.4 Drivers License was updated to reflect Motor Vehicle Report requirements for staff with and without driving as a primary duty.
f. 4.5 Motor Vehicle Record (MVR) was updated to better refer to 4.4 Drivers License policy and clean up inconsistencies between the two policies.

TAC DISCUSSION:

The August TAC meeting was cancelled.

ALTERNATIVES:

1) Approve updates to NAIPTA Policy manuals (recommended): The changes are necessary to reflect both regulatory language and actual NAIPTA practices.

2) Do not approve updates (not recommended): If not approved, staff will need to consider input of the Board of Directors and redraft policies that meet direction of the Board.

FISCAL IMPACT:

There is no fiscal impact to updating the NAIPTA Policy manuals as proposed and failure to update some policies could result in fines and/or loss of federal funding.

SUBMITTED BY:               APPROVED BY:

________________________________________  __________________________________________
Heather Dalmolin               Jeff Meilbeck
Administrative Director        CEO and General Manager

ATTACHMENTS:

1. Non-FTA DOT Drug and Alcohol Policy - available upon request
2. FTA DOT Drug and Alcohol Policy - available upon request
3. Classification and Compensation Policy - available upon request
4. Policy 2.4 Hours of Work - pages 19-23
5. Policy 3.13 Vacation Sellback - page 24
7. Policy 4.2 Code of Conduct - pages 29-30
8. Policy 4.4 Drivers License Requirement - pages 31-33
2.4 HOURS OF WORK

The regular work week for full – time non-exempt NAIPTA employees is typically forty (40) hours, normally consisting of eight hours per day, Monday through Friday. For employees with a bid, the normal work week is the amount of hours associated with their current bid. Modifications to this provision, to provide essential NAIPTA services, may be made subject to any applicable federal or state statutory or constitutional limitations relating to hours of work. Flexible scheduling is the prerogative of the division manager and must be approved by the CEO-CEO-General Manager.

Work Week

The established work week for NAIPTA employees begins at 12:01 am Sunday and ends at Midnight Saturday.

Time Keeping

Each non-exempt employee is responsible for clocking in and out at beginning and end of shift and are expected to submit accurate and complete time records reflecting all hours worked. NAIPTA does auto deduct for lunch periods, either 30 or 60 minutes based on bid or shift, for all field staff. Corrections to time clock punches (missed punches, incomplete or missed lunch periods, use of time-off not entered in timekeeping system) must be submitted for supervisor approval within set deadlines. Any falsification of individual time records or payroll documents by any NAIPTA employee will result in disciplinary action.

Holidays

NAIPTA will observe the following 10 holidays as approved by the NAIPTA Board of Directors: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day (4th of July), Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. NAIPTA offers up to 8 hours of holiday pay for each observed holiday based on employee’s eligibility for holiday pay.

NAIPTA offices will be closed in observance of these days however some transit services will operate as usual. Employees are expected to work their regular schedule on holidays that have service, unless other arrangements are made ahead of time. If a Holiday falls on a Saturday, the Holiday will be paid and office closure observed on the preceding Friday. If a Holiday falls on a Sunday, the Holiday will be paid and office closure observed on the following Monday. Service closure observed due to a holiday will be observed on actual date of holiday.

Employees may be eligible for additional compensation for Holidays.

Regular full-time employees will receive eight hours of holiday pay for NAIPTA Holidays, regardless of where the holiday falls in their workweek. Regular full-time employees required to work on a holiday will be compensated for hours worked at their regular rate of pay plus eight hours of holiday pay at their regular rate of pay.

Regular part-time employees will receive four hours of holiday pay for NAIPTA Holidays, regardless of where the holiday falls in their workweek. Regular part-time employees required to work on a holiday will be compensated for hours worked at their regular rate of pay plus four hours of holiday pay at their regular rate of pay.

All variable, temporary and on-call employees will receive holiday pay for hours equal to hours worked up to eight hours.
In some instances, employees working a non-typical schedule may need to use vacation or compensatory time to make up the difference between the paid eight hours of holiday pay and their actual scheduled hours.

Exempt employees required to work on a holiday will be provided a day of compensatory time to be used at employee’s option so long as scheduling permits.

Because actual days and dates vary from year to year, the Administrative Services Division will send a notice of the holiday schedule to all Divisions no later than July 1, or the first day of each fiscal year.

Lunches and Breaks

Non-exempt employees in office positions will be required to take a 30-minute lunch if they are scheduled to work 8 hours unless otherwise approved by the manager.

Non-exempt employees in field positions or with bids will be required to take lunch as per the schedule or bid unless otherwise approved by the supervisor. Paid break periods, if any, are at the discretion of the division manager.

Overtime

Overtime for Non-Exempt Employees may take two forms: monetary compensation or compensatory time, also called "comp time." When this policy refers to compensation for employees, it does not distinguish between compensatory time and money, but refers to both. (See Compensatory Time section for additional policy direction)

Overtime is paid at the rate of one and one-half (1 1/2) times their regular hourly rate for hours worked in excess of 40 during the established workweek. All overtime worked by non-exempt employees must be approved in advance by their supervisor. Working overtime without supervisory approval will not be permitted and may result in discipline and may in some circumstances may result in a rejection of the time. If you believe that an assigned task requires overtime hours for timely completion, it is your responsibility to bring this to the attention of your supervisor. Vacation leave, sick leave, paid holidays, and other paid absences, do not count as hours worked for purposes of calculating overtime.

Only actual time work is utilized for calculating overtime. Non-work hours, i.e. vacation, sick, holiday, jury duty, etc., do not count in regard to the calculation. Sick or vacation hours will be adjusted on holiday weeks to ensure employees only receive the hours scheduled for that week. This may enable employees using vacation days on holiday weeks to save their vacation time to ensure they do not exceed the hours budgeted for that work week.

Compensatory Time (Comp Time)

Compensatory time is time off work given by some public employers to non-exempt employees in lieu of overtime pay. Pursuant to the FLSA, NAIPTA may provide compensatory time in lieu of overtime pay, at a rate of one and one-half hours for each hour of overtime worked, provided the employee and the immediate supervisor agree to the compensatory time accrual prior to the performance of the work.

NAIPTA allows for the granting of and approval of compensatory time for non-exempt employees. Employees working forty (40) hours per week may accrue up to 60 hours of compensatory time. All compensatory time worked will be reported on the time sheet for the pay period during which the overtime was actually worked. Employees may use their compensatory time at their discretion pending
approval by their supervisor. NAIPTA may also require employees to accept cash payment instead of receiving compensatory time.

Prior to receiving any compensatory time, the employee shall execute a Memorandum of Understanding and Acceptance. Acceptance of this compensatory time policy will be a condition of continued employment. Newly hired employees shall be informed of this policy and will be required to execute a Memorandum of Understanding and Acceptance.

**Deductions from a Salaried Exempt Employee’s Salary**

It is our guideline to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all company managers from making any improper deductions from the salaries of exempt employees.

Deductions from salary may be made given one of the following circumstances.

- Absence from work for one or more full days for personal reasons, other than sickness or disability
- Absence from work for one or more full days due to sickness or disability if deductions made under a bona fide plan, policy or practice of providing wage replacement benefits for these types of absences
- To offset any amounts received as payment for jury fees, witness fees, or military pay
- Penalties imposed in good faith for violating safety rules of “major significance”
- Suspensions without pay for full days for infractions of written workplace conduct rules.
- Proportionate part of an employee’s full salary may be paid for time actually worked in the first and last weeks of employment
- Deductions for full day absences taken as FMLA leave and partial day absences for hours taken as intermittent or reduced FMLA leave.

**Reporting Improper Deductions**

NAIPTA prohibits improper pay deductions from the salaries of its exempt employees. Exempt employees regularly receive their salary for each pay period, which amount is not subject to reduction because of variations in the quality or quantity of the work performed. Subject to exceptions established by law (and referenced above); exempt employees of NAIPTA shall receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked.

If an exempt Employee believes that he or she has suffered an improper deduction from pay, the Employee should describe the situation in writing and submit the written complaint to the Administrative Director. NAIPTA shall review the complaint and shall reimburse the Employee for any improper deductions.

**Snow, Inclement Weather, and Other Emergencies**

NAIPTA provides essential service to the community and will operate during snow, inclement weather, and other public emergencies whenever possible. All staff shall report to work on time unless directed otherwise by a supervisor. Reporting to work early or late may be authorized at the discretion of management depending upon event circumstances. Management may offer lodging to essential staff living outside the city limits to ensure their ability to get to work. Depending on conditions, employees may be allowed to report late, leave early or may be sent home early. If an employee is instructed by a supervisor to report late, leave early, the employee will be paid for the duration of the shift. If the employee volunteers or requests to report late, leave early the employee will need to use compensatory or vacation time. Reporting late or leaving early decisions will be made on a case-by-case basis,
depending on the circumstances during the emergency event and required staffing to support essential staff and our riders.

On-Call or Standby Duty for Non-Exempt Staff

Depending on your department, NAIPTA may schedule you for “on call” status. “On call” means that the employee, outside of his/her normally scheduled hours, and at a time when employee is away from the workplace, must be available to come into the workplace to respond to emergencies or pressing needs that require immediate attention.

A. While “on call,” the employee is required to:
   1. Stay within the geographical area of the Greater Flagstaff Metropolitan area;
   2. Be at the site within one and one-half hours of being notified;
   3. Refrain from consuming alcohol or otherwise being impaired while on call. In the event an employee on call has been consuming alcohol or has consumed a drug that renders the employee impaired, the employee shall inform his/her supervisor at the time the employee is called to work (note: no discipline will be imposed for reporting impairment unless the conduct is repeated); and
   4. Carry a radio and/or cell phone.

B. The “on call” employee may be dispatched by, but not limited to, one of the following individuals:
   1. Operations Supervisors
   2. Operations Manager
   3. Operations Director
   4. Fleet Manager
   5. Facilities Manager
   6. Deputy General Manager
   7. General Manager

C. The employee is required to follow all applicable safety rules while responding to a call. If an employee feels as though the situation is unsafe the employee is obligated to contact the individual who dispatched him to work out alternative arrangements.

D. Employees are not compensated for being on-call. While performing on-call work/duties, non-exempt employees will be credited with the greater of the actual time spent working or two (2) hours. Non-exempt employees that receive telephone calls/radio calls for information that do not require the employee to come into the workplace are entitled to compensation as follows: for one phone call 15 minutes compensation or the actual time on the call whichever is greater; for two or three phone calls 30 minutes compensation or the actual time on the calls whichever is greater; for four or more phone calls one hour compensation or the actual time on the calls whichever is greater.

E. NAIPTA permits employees to switch on-call status assignments with supervisor permission. Any such switching must occur at the beginning of the assignment and should not be done when contacted for an on-call assignment.

Pay Checks

Employees are paid every 2 weeks. If the regular payday occurs on a holiday, pay checks will be available the last working day prior to the holiday. For the employees’ convenience, we offer the option of direct deposit. Employees not enrolled in direct deposit, must pick up his/her check in-person or authorize another party to pick up the check.
This policy was updated and distributed on December 28, 2016.
3.13 Vacation Sellback

An employee may "sell back" a portion of accrued vacation leave to NAIPTA and receive payment of up to forty (40) hours vacation one time per year under this Vacation Sellback Program, provided the employee meets all the following conditions:

- Has 12 full months of continuous service at the time of request.
- Has used at least 40 hours of vacation and/or comp time (if eligible) in the prior year (October 1 thru September 30).
  - Employees with comp time accrual balances may satisfy the 40 hours of usage required with use of comp time; however, only vacation time can be cashed out through this program.
- Retain a vacation balance of at least 80 hours, after the vacation sell back and vacation used during the prior year are applied (this applies even if comp time is being used to meet usage requirements).
- Is a regular status, part-time or full-time employee, who is eligible to accrue and use vacation under NAIPTA Personnel Policy.

Human Resources will verify employees' eligibility.

If the employee wishes to participate in the program they will complete a Vacation Sellback Request Form, available on October 1st of each year. Below are important requirements and procedures for the program:

- An employee must sell back a minimum of 8 hours vacation time.
- The maximum amount of vacation time eligible for sell back is 40 hours.
- Requests must be completed and submitted to Human Resources by October 31st or last business day of October, whichever comes first.
- An employee must have used the required amount of vacation or comp time within the prior year before submitting a request (see conditions as listed in this policy).
- Compensation received through this vacation sell back program is considered supplemental wages and is subject to Internal Revenue Service guidelines requiring a 25% tax withholding in addition to all other applicable deductions (for example: state income tax withholding, Social Security and Medicare taxes, retirement, garnishments etc.).

Payment will be distributed by December 1st of each year, at the employee's current base pay rate; which excludes add pays, allowances and overtime pay; as calculated by Payroll.

This policy is subject to the annual budget process and approval of the Board of Directors. If the program is suspended for financial reasons, NAIPTA will issue a memo no later than July 1st of each year.
4.1 Code of Ethics

The maintenance of high standards of honesty, integrity, impartiality and professional conduct by NAIPTA employees is essential to assure the proper performance of NAIPTA business and the maintenance of confidence by citizens in their region of service.

The Code of Ethics has been adopted by NAIPTA to provide basic guidance for all employees concerning matters affecting their work. Common sense and good judgment will dictate the proper course of action in most situations. Your actions may enhance, maintain, or damage the standing that we have developed. Therefore, we expect you to exercise the highest standards of ethics in all of your decisions that may impact the organization.

No workplace conduct statement can possibly cover every circumstance that may arise. Use good common sense. If there is any question about a course of action, it is your responsibility to get clarification from senior management.

All employees are expected to maintain a high level of ethical standards, to act with integrity in all public relationships, and to always conduct themselves in a manner that maintains public confidence. It is anticipated that NAIPTA employees shall be:

- Honest and trustworthy in what you say, do, and write in all professional relationships.
- Dedicated to providing quality services by being cooperative and constructive, and by making the best and most efficient use of available resources.
- Fair and considerate in the treatment of the public we serve, and fellow employees, providing service with equality, and granting no special favors.
- Committed to accomplishing all tasks in an efficient and cost effective way, and never performing in a way that will harm the image of NAIPTA.

Abuse of Position

No employee shall use or attempt to use his or her official position to secure unwarranted privileges or exemptions.

A. No employee or a member of the employee's immediate family shall accept, solicit, or agree to accept any cash (tips), gift, gift card, favor, or anything of value with the understanding that the official actions, decisions or judgments of any employee may be influenced.

B. No employee shall request or accept any fee or compensation, including cash (tips), gift, gift card, or favor, beyond that received by the employee in his or her official capacity, for advice or assistance given in the course of his or her public employment.

C. Each employee shall use the public resources, property and funds under the employee's control responsibly and for the public purpose intended by the law and not for any private purpose.
Conflict of Interest

Every employee has a legal obligation pursuant to Arizona law to diligently identify, disclose, avoid and/or manage conflicts of interest. Potential conflict of interest exists when an employee or an employee's immediate family may be directly or indirectly financially impacted, whether favorably or detrimentally, by a decision made by NAIPTA in which the employee participates. Even if no abuse of position actually occurs, a conflict of interest or its appearance can seriously undermine the public's confidence and trust in NAIPTA.

A. Employees and their immediate family members shall not enter into any contract with any component of NAIPTA for financial gain apart from an employment contract without full disclosure and satisfactory management of any potential conflict of interest in accordance with policies established by NAIPTA.

B. Employees shall not be involved in the decision to hire or in the supervision of any member of their immediate family.

C. Employees should not participate in decisions regarding conduct of NAIPTA business with any private party by whom the employee or an immediate family member is employed or is actively seeking employment.

D. Employees are allowed to accept food, refreshments and other items of nominal value, but must refrain from acceptance of any gift or gratuity, including cash (tip), gift, gift card of value or where conflict of interest may be implied. No employee shall use or attempt to use his or her official position to secure unwarranted privileges or exemptions.

Confidentiality

As public servants, NAIPTA employees shall carry out their duties in a manner which would withstand public scrutiny. Some employees handle confidential NAIPTA related or employee-related documents while others handle sensitive matters, such as health records and investigations. Consequently, employees shall maintain the confidentiality of matters they handle assuring information about these activities is made public only upon appropriate authorization.

NAIPTA maintains confidential materials of various kinds (i.e., financial records, personnel records, administrative/legal opinions, software programs, and non-public records) designated confidential by NAIPTA. All employees are expected to assume responsibility for safeguarding NAIPTA records, equipment, property, and other materials.

Employment of Relatives:

Immediate family members may not be employed in a position where one supervises or is supervised by the other, or both report to the same first level supervisor. Immediate family members shall not be employed in the same Division when, in the opinion of the manager or supervisor, and/or the CEO-General Manager, the safety, efficiency, morale, or effective administration of the Division's operations will be adversely affected. If it is determined that continued employment of an immediate family member within the same Division is in conflict with any of the above listed factors, one of the two employees must competitively transfer to another NAIPTA Division or be terminated from NAIPTA employment within six months from date of such determination.
Immediate family in this section is defined as spouse, parent, spouse’s parents, sibling, spouse’s sibling, child, stepchild, grandparent or grandchild of employee. The unauthorized disclosure of confidential information obtained pursuant to this policy is strictly prohibited. A violation of this policy is a basis for disciplinary action.

**Outside Employment**

NAIPTA is sympathetic to the fact that employees may find it necessary to engage in outside employment. However, each full-time employee's NAIPTA position should be considered the employee's primary employment. Therefore, NAIPTA employees shall carefully evaluate other employment that interferes with the employee's NAIPTA duties, involves a potential conflict of interest, or in any way compromises the integrity or credibility of NAIPTA in the community.

NAIPTA employees should avoid:

A. Outside employment with an entity that conducts business with NAIPTA without full disclosure and satisfactory management of any potential conflict of interest. i.e. Employee A cannot work for a print shop and make decisions about which printer to use.

B. Outside employment which cannot be accomplished outside of the employee's normal working hours or is otherwise incompatible with the performance of the employee's duties by placing the employee in a position of conflict between the employee's role with NAIPTA and the employee's role in the outside employment.

C. Performance of work for any governmental entity within the State of Arizona without the written consent of both employers.

D. Outside employment which exploits official position or confidential information acquired in the performance of official duties for personal gain.

E. Outside employment which the public may view as work on behalf of NAIPTA.

Due to the importance of the public's perception of NAIPTA, all employees who engage in outside employment must disclose such work on an Outside Employment Declaration form, which is available in the Administrative Services Division. Outside employment is subject to review for conformance to this policy. Employees engaged in outside employment determined not to be in conformance may be required to cease such employment.

**Volunteer Activities**

Employees are encouraged to engage in volunteer activities, especially activities to improve community life. However, employees should evaluate with their supervisor on an individual basis their own volunteer activities in the same manner as outside employment to identify potential conflict. Employees should declare volunteer activities only if the employee believes there is some reason for concern consistent with the spirit of this policy.

**Political Activity**

Employees are encouraged to vote and will be given reasonable time off for voting to the extent needed to have time to vote before or after a shift. However, employment shall not be offered as an inducement for supporting a candidate for public office. Nothing herein is intended to limit or restrict the right of the employee to the free expression of their political views.
Specifically, no employee of NAIPTA shall:

1. Solicit any money, influence, service or other thing of value, or otherwise aid or promote any political committee or candidate for nomination or election while on the job during working hours.

2. Use their influence, power, or position to reward or give favors in return for partisan participation on any campaign for any candidate or cause.

3. Employees shall not engage in political activity while working including the wearing of political buttons.
4.2 Code of Conduct

NAIPTA expects employees to conduct themselves in a manner that reflects favorably on NAIPTA, protects the interest and safety of all employees and the organization and is deserving of public trust.

The following list of general behaviors that may be considered a violation of the Code of Conduct:

• Theft or inappropriate removal or possession of NAIPTA property
• Falsification of records
• Working under the influence of alcohol or illegal drugs, or otherwise being impaired in the workplace
• Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating a NAIPTA vehicle
• Fighting or threatening violence in the workplace
• Boisterous or disruptive activity in the workplace
• Negligence or improper conduct leading to damage of employer-owned or customer-owned property
• Use of personal phone or communications devices that is more than infrequent and for short duration or while performing essential functions
• Insubordination or other disrespectful conduct
• Violation of safety or health rules
• Smoking in prohibited areas
• Sexual or other unlawful or unwelcome harassment
• Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
• Excessive absenteeism, repeated tardiness, or any absence without notice or good cause or for capricious reason
• Unauthorized absence from work station during the workday
• Unauthorized use of telephones, mail system, or other NAIPTA-owned equipment
• Unauthorized disclosure of confidential information
• Violation of established policies and procedures
• Unsatisfactory performance or conduct
• Conviction of a felony during employment
• Negligent actions which cause damage or injury or discourteous treatment of the public, fellow staff members, and management
• Insubordination to management
• Sending email that is not consistent with NAIPTA’s email policy including email that are unprofessional, demeaning, sarcastic or harassing.
• Violation of this Policy Manual
• Any conduct or behavior deemed by NAIPTA to be detrimental to its interests or that of its customers or employees

This list is provided for illustrative purposes and is not inclusive of all behaviors that may be considered a violation of the Code of Conduct. Employees are expected to use sound judgment and act reasonably. If you have any questions, please contact Human Resources.

Because of the unique nature of performing the duties of a Transit Bus Operator or Paratransit Operator, NAIPTA believes it is important to address some specific behaviors that any employee acting
in these positions are permitted to engage in and others that may be deemed a violation of its Code of Conduct.

In particular, Operators are generally expected to:

- Maneuver a passenger’s wheelchair if a passenger requests such assistance.
- Lend an arm as assistance to steady a passenger if a passenger requests such assistance.
- Provide directions or act as a sighted guide to/from vehicle.
- Pushing a passenger’s electric mobility device as long as wheel locks are disengaged.

Operators **are prohibited from engaging in any of the following behaviors:**

- Accepting any cash (tips), gifts, gift cards, favors, or anything of value for any advice or assistance given in the course of his or her job.
- Operating or pushing equipment or shopping carts up or down stairs or steep inclines, or onto the vehicles.
- Accessing a passenger’s personal belongings for any reason, except for verification of ID for lost and found items (which must be done in full view of a witness and the on-vehicle camera system).
- Lifting or carrying packages or other items for passengers.
- Performing any personal care assistance for any passenger, such as assistance with dressing.
- Lifting or carrying passengers.
- Entering the residence of a passenger.

*This policy was updated and distributed on May 11, 2018.*
4.4 Driver’s License Requirements

In order to reduce the NAIPTA liability exposure, this policy is applicable to all employees who operate a motor vehicle in the course of their employment, whether as a primary duty or incidental to primary duties. To reduce the risk of vehicle operations, NAIPTA allows only safe drivers to operate vehicles for business purposes. See Policy 4.5 Motor Vehicle Record (MVR) Policy.

New Hire MVR Requirements

Positions that require driving as primary part of position:

NAIPTA requires a certified Motor Vehicle Record (MVR) at time of application for all employees that operate a vehicle as primary part of their job duties. The applicant’s certified MVR will be used as part of the hiring and qualification process. The reviewed and qualified MVR will be used to determine whether an applicant meets NAIPTA’s driving record requirements. Failure to provide a certified MVR will result in applicant being determined to be ineligible for employment.

Positions that may operate vehicles incidental to primary duties:

NAIPTA requires a certified Motor Vehicle Record (MVR) at time of acceptance of position for all employees that may incidentally operate a vehicle as part of their job duties. The employee’s certified MVR will be used to determine if the employee is eligible to operate NAIPTA vehicles in performance of duties on behalf of NAIPTA. The reviewed and qualified MVR will determine whether an applicant meets NAIPTA’s driving record requirements. Failure to provide the certified MVR will result in the employee being deemed ineligible for driving NAIPTA vehicles for business purposes.

3-Year MVR requirements

All NAIPTA employees will be expected to provide an updated MVR as part of their annual evaluation every 3 years. The failure to submit the 3-year MVR and accurately report accidents and moving violations may lead to disciplinary action.

The following are requirements for all positions that may operate either a NAIPTA vehicle or a vehicle to perform NAIPTA business:

• All drivers must have a valid driver’s license of the proper class and appropriate endorsements where necessary.
• The driver’s license requirements in this policy may be a condition of continued employment with the NAIPTA.
• No employee may operate a vehicle in the course of his/her duties without a valid Arizona driver’s license.
• Persons who accept employment with NAIPTA and who possess a non-Arizona driver’s license are required to obtain within 30 days of employment an Arizona driver’s license.

Whether in a NAIPTA vehicle or personal vehicle while conducting NAIPTA business, a NAIPTA employee is required to report in writing any type of traffic accident and/or moving traffic violation to his or her supervisor and Safety Manager no later than the end of his/her shift or the first working day following the incident, whichever comes first. The supervisor must forward the report to the Administrative Director as soon as practical.

In addition to the above requirements, an employee who is required to possess a Commercial Driver’s License in conjunction with NAIPTA employment is required by state law to submit a “Driver’s Mandatory Notification Form #46-0504” to his/her supervisor and the Safety Manager within 10 days, and to the State of Arizona within 30 days of the forfeiture of collateral or conviction of any moving
traffic violation, regardless of the location or type of vehicle. A driver of a commercial motor vehicle who fails to report the required information is guilty of a Class 3 misdemeanor. Failure to report as required may result in disciplinary action, up to and including termination. The Safety Manager must forward the report to the Administrative Director as soon as practical.

**Accident Review Committee and Training:**

An employee whose driving actions while on official NAIPTA business result in injury or damages due to negligence may be required to meet with the Accident Review Committee (ARC) and may be subject to the decisions and requirements of the ARC, including progressive discipline requirements as defined by ARC. Employee may be required to attend a defensive driving course at his/her own expense and on his/her own time. Failure to comply with any of these provisions may lead to further disciplinary action.

NAIPTA shall provide defensive driving training to all employees that may perform driving as part of their job duties. New employees will receive the training at New Employee Orientation within the first 30 days of employment and all employees will receive refresher training every 2 years.

It is the Division’s responsibility to ensure that all employees with driver’s licenses receive this training. Each employee must complete this training as required. The training will be available through Safety and Training Division or the Administrative Services division.

**Suspension, Cancellation, or Revocation of License:**

If an employee who is licensed to drive is notified by the Motor Vehicle Division of possible or actual suspension, cancellation or revocation (i.e. DUI, accumulation of excessive traffic violation points, etc.), he or she must report the possible or actual loss of license in writing no later than the next day to his or her Supervisor and the Safety Manager. Failure to report as required may result in disciplinary action. The Safety Manager must forward the report to the Administrative Director as soon as practical.

Following notification of the possible or actual loss of license, the supervisor/manager may make a temporary reassignment to non-driving duty, if doing so is considered to be in the NAIPTA’s interest. If reassignment is not possible, the employee, at the discretion of the manager or supervisor, may be terminated or suspended without pay for up to 90 days until his/her licensing is restored. Vacation and compensatory time, if available, may be used during this period. To be eligible for this consideration, the employee must demonstrate a good faith effort to regain his/her driving privileges within the allotted period. If the driver’s license will not be restored within 90 days, the employee may be terminated.

**Medical Certification Card for CDL Operators:**

An employee who is required to possess a Commercial Driver’s License must provide to his/her supervisor a current medical certification card and renew it every two years. Failure to do so will result in the cancellation of commercial driving privileges by the Arizona Division of Transportation, Motor Vehicle Division (R-17-4-802) and will subject the employee to the above conditions regarding the loss of driver’s license.

An employee whose driving actions while on official NAIPTA business result in injury or damages due to negligence may be required to meet with the Accident Review Committee (ARC) and may be subject to the decisions and requirements of the ARC, including progressive discipline requirements as defined by ARC. Employee may be required to attend a defensive driving course at his/her own expense and on his/her own time. Failure to comply with any of these provisions may lead to further disciplinary action.
NAIPTA shall provide defensive driving training to all licensed employees. New employees will receive the training at New Employee Orientation. It is the Division’s responsibility to ensure that all employees with driver’s licenses receive this training. Each employee must complete this training as required. The training will be available through their Administrative Services Division or the employee’s Division.

Private Vehicle Use for Business Purposes:

Should an employee need or choose to use his/her private vehicle on NAIPTA business, he/she will be reimbursed on a per mile basis for business related trips. The employee is required to maintain the legally required minimum limits of auto liability insurance on any personal vehicle used during his/her employment. The employee’s insurance coverage shall be the primary coverage for any and all liability for personal injury or property damage incurred by the employee to third parties and the employee shall also be responsible for collision coverage for his/her personal vehicle while using the vehicle as a condition of employment and/or in the course of his/her employment with NAIPTA.

This policy was updated and distributed on June 1, 2018

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4.5 Motor Vehicle Record (MVR) Policy

To reduce the risk of vehicle operations, NAIPTA allows only safe drivers to operate vehicles for business purposes.

NAIPTA requires a certified Motor Vehicle Record (MVR) at time of application for all employees that operate a vehicle as either primary or incidental part of their job duties. Additionally, employees will be expected to provide an updated MVR as part of their annual evaluation every 3 years. The failure to submit the 3-year MVR and accurately report accidents and moving violations may lead to disciplinary action. See Policy 4.4 Driver’s License Requirements.

The Safety Manager will determine the acceptability of a driver’s MVR based on the grid below.

<table>
<thead>
<tr>
<th>NUMBER OF VIOLATIONS</th>
<th>NUMBER OF PREVENTABLE ACCIDENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>CLEAR</td>
</tr>
<tr>
<td>1</td>
<td>ACCEPTABLE</td>
</tr>
<tr>
<td>2</td>
<td>ACCEPTABLE</td>
</tr>
<tr>
<td>3</td>
<td>ACCEPTABLE</td>
</tr>
<tr>
<td>4+</td>
<td>ACCEPTABLE</td>
</tr>
<tr>
<td>any major</td>
<td>ACCEPTABLE</td>
</tr>
</tbody>
</table>

Employees that drive as a primary function of their position must have a record that is CLEAR or ACCEPTABLE. Employees that drive occasionally or sporadically may have a record that is CLEAR, ACCEPTABLE, or BORDERLINE. Management may restrict driving privileges of individuals with BORDERLINE records or require drivers to receive additional training or monitoring. Drivers with POOR records will be suspended from driving on organization business and may as a result be terminated if their position requires operating a vehicle as a primary function.

For existing employees with borderline MVR’S the following corrective actions are offered:
- Coaching or counseling operator on impact of violations
- Requirement to report MVR quarterly until sufficient time has passed to show change in trend of violations or accidents
- More periodic behind the wheel and over the road reviews by Safety Coordinator
- Defensive driving training

All violations and accidents will be evaluated, not just those occurring on the job. Exceptions and changes to this policy may be deemed as acceptable when approved by the Safety Manager, the CEO-General Manager, and/or Administrative Director.

Examples of non-moving violations:
- Parking tickets
- Motor vehicle equipment violations
- Failure to have a valid operator’s license available where one actually exists

Non-moving violations are typically not included when evaluating MVRs.
Examples of minor moving violations:
- Speeding (< 20 MPH over the speed limit)
- Failure to obey sign
- Failure to yield
- Illegal turn

Examples of major moving violations:
- Leaving the scene of an accident
- Driving under the influence of drugs or alcohol
- Racing or excessive speed (>20 MPH over speed limit)
- Reckless, negligent, or careless driving
- Felony, homicide, or manslaughter involving use of motor vehicle
- License suspended or revocation resulting from accidents or moving violations
- Following too closely or tailgating
- Erratic lane changing
- Attempting to elude a police officer

This policy was updated and distributed on June 1, 2018
DATE PREPARED: August 7, 2018

DATE: August 15, 2018

TO: Honorable Chairman and Members of the Board

FROM: Heather Dalmolin, Administrative Director

SUBJECT: Approve the NAIPTA – NAU UPASS IGA

RECOMMENDATION:

Staff recommends the Board of Directors approve an IGA between Northern Arizona University (NAU) and NAIPTA to provide a Universal Access Pass (U-PASS) for students in exchange for $1,000,000 in lieu of fares.

RELATED GUIDING PRINCIPLE:
 Collaborate to enhance service delivery

RELATED STRATEGIC WORKPLAN OBJECTIVE
3. NAIPTA will develop and implement a higher education bulk rate discount pass program (U-Pass) with NAU and CCC that provides students with fare-free access to the entire Mountain Line network by December 2018.

BACKGROUND:

The UPASS program has an established track record in University communities throughout the nation, and NAIPTA has been working with both local institutions for many years to try and establish a program in our community. A UPASS provides access to the entire Mountain Line bus system to students with Northern Arizona University. For example, by providing a UPASS to students, any Mountain Line bus route can be taken anywhere in town without paying a cash fare. This is because the fare is paid in a deeply discounted lump sum for all students rather than each person buying a ticket individually.

A UPASS program will make the Mountain Line system more convenient, will increase ridership, and will play a part in reducing automobile congestion. The more people we can move by bus, the less people we have to move by car. For example, communities have shown an increase in ridership ranging from 50% to 200% after the introduction of a UPASS. For Mountain Line, assuming a 50% increase, ridership would exceed 3,500,000 annual trips.
By partnering with NAU on a UPASS, we are able to leverage resources to have a greater transit impact. Working in collaboration, NAU and NAIPTA can move more people, more often, with greater convenience and financial efficiency. For example, if NAU provides $1 million towards a U-PASS and we combine that with the $2.7 million annual additional transit tax anticipated from the City of Flagstaff (Prop 421), NAIPTA will be able to build out its 5 Year transit plan as adopted by the NAIPTA Board in December 2017. Working together, NAU and the City can provide more service and incent more ridership than either organization would be able to provide on their own.

**CONSIDERATIONS:**

NAIPTA already has an IGA with both the City of Flagstaff and Northern Arizona University for operation of Route 10 which connects downtown Flagstaff to Woodlands Village via the NAU campus. The proposed NAIPTA-NAU UPASS IGA would cancel and replace all existing agreements contingent on Proposition 421 being passed during the voter election in November 2018. The proposed IGA includes the following terms and conditions:

- Contract term will be effective July 1, 2019 for 10 years.
- NAU commits to pay $1,000,000 per year in lieu of fares for unlimited access to Mountain Line routes for students and commits to an increase of $50,000 per year.
- NAU will develop a mobile pass within their Jacks application that is compatible with NAIPTA’s fare collection solution and manage eligibility based on enrollment.
- NAIPTA will provide fare media (pass cards) to NAU for students that don’t have smartphones.
- NAIPTA will provide access to all Mountain Line routes, without restrictions, to all eligible NAU students.

The IGA has been reviewed and approved by staff at Northern Arizona University as well as NAIPTA. The University legal review has also been completed and NAIPTA’s legal review is underway.

**TAC DISCUSSION:**

The August TAC meeting was cancelled.

**ALTERNATIVES**

1) Approve the proposed IGA between NAIPTA and Northern Arizona University *(recommended)*: The proposed IGA is beneficial to both agencies and has additional benefit to the City of Flagstaff thru increased fee from the University for existing services that will offset the City’s overall cost of operating the system.
2) Do not approve the proposed IGA and continue to operate under the existing agreement (not recommended): This alternative would not provide additional funding for the Mountain Line system and would not provide a UPASS for all students.

FISCAL IMPACT:

This proposal is consistent with NAIPTA’s 5 Year Plan and will allow NAIPTA to build out the 5 Year Plan in a financially sustainable manner.

SUBMITTED BY:

__________________________        ____________________________
Heather Dalmolin                Jeff Meilbeck
Administrative Director          CEO and General Manager

ATTACHMENTS:

1) NAIPTA-NAU UPASS IGA, draft -pages 39-48
INTERGOVERNMENTAL AGREEMENT BETWEEN
NORTHERN ARIZONA UNIVERSITY AND NAIPTA

This Intergovernmental Agreement (this "IGA") is entered into effective July 1, 2019 by and between the Arizona Board of Regents acting on behalf of Northern Arizona University and Northern Arizona Intergovernmental Public Transportation Authority, a corporate body and political subdivision of the State of Arizona ("NAIPTA"). Northern Arizona University and NAIPTA are collectively referred to in this IGA as the Parties and each individually as a Party.

PURPOSE

The Purpose of this IGA is to set out the roles and responsibilities of the Parties as related to the Campus Transitway and the Universal Access Pass for Northern Arizona University students.

RECITALS

A. NAIPTA is an intergovernmental public transportation authority created pursuant to state law and the Master IGA dated March 14, 2006 (the "Master IGA") as amended and restated effective July 1, 2013 (the "Restated Master IGA"). The Master IGA and the Restated Master IGA are referred to collectively herein as the Amended Master IGA. Northern Arizona University is a member of NAIPTA. Pursuant to the terms of state law and the Amended Master IGA, NAIPTA is charged with planning and operating a public transportation system in the area that incorporates the City of Flagstaff and the Northern Arizona University campus;

B. The Parties are authorized to enter into this IGA by the provisions of Arizona Revised Statutes Title 2, Chapter 26, the Master IGA, and by A.R.S. § 11-951 et seq., and A.R.S. 15-1625;

C. On or about October 15, 2007, NAIPTA and Northern Arizona University entered into an IGA (the "2007 Northern Arizona University IGA"), pursuant to which NAIPTA agreed to perform certain grant administration, planning, and administration services related to the Mountain Campus Transit System;

D. On or about September 7, 2006, NAIPTA and the City of Flagstaff entered into an IGA (the "2006 City IGA") for the purpose of providing fixed route transit service and para-transit service in a manner that conforms to Flagstaff’s 5-year transit plan and all local, state and federal laws and regulations.
E. On or about December 15, 2010, Northern Arizona University, the City of Flagstaff, and NAIPTA entered into an agreement for the planning, design, development, construction and operation of a bus route ("Route 10") connecting the downtown area of Flagstaff with Woodlands Village, through the Northern Arizona University Campus (the “2010 IGA”). The 2010 IGA superseded the 2007 Northern Arizona University IGA and amended and supplemented the 2006 City IGA.

F. On or about June 16, 2014, Northern Arizona University, the City of Flagstaff, and NAIPTA entered into an agreement to provide for the ongoing operation of Route 10 which superseded and replaced portions of the 2010 IGA that related to the construction and operation of Route 10 only.

G. Northern Arizona University and NAIPTA now wish to enter into an agreement to provide for a free access to the entire Mountain Line system for all students of Northern Arizona University in exchange for purchase of a Universal Access Pass (UPASS).

H. The Parties agree that this IGA is subject to the passage of the pending November 2018 Proposition 421 ballot initiative, and only becomes effective upon passage of that initiative. Should the ballot initiative not pass, this IGA becomes invalid and the Parties agree that they will continue to operate pursuant to the current IGA already in effect

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the Parties contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS
   a. "Bus Only Transitway" means a bus, pedestrian, and bike corridor and includes the portion of the Campus Transitway depicted by slashed lines on Exhibit "A".
   b. “Bus Stops” means a designated area for passengers to wait for the bus.
   c. “Bus Shelters” means any placed shelter, bench, lighting, trash can, bike rack, or other passenger amenities placed at a Bus Stop.
   d. “Campus Property” means the property adjacent to Route 10 that is owned and controlled by the Northern Arizona University.
e. "Campus Transitway" means that portion of Route 10 located on the Northern Arizona University Campus, and depicted on Exhibit "A."

f. "Designated Transit Tax Revenues" means the tax revenues collected by the City of Flagstaff that are restricted to use for operation cost of and capital cost associated with the public transit system as approved by the voters.

g. "Mountain Link" means the bus service operated by NAIPTA on Route 10, pursuant to the terms of this IGA.

h. "Mountain Line System" means all fixed bus routes that operate on a regular schedule for the general public as published in the Mountain Line rider guide. This does not include the Mountain Lift paratransit system for people with disabilities or the Vanpool program.

i. "Route 10" means the bus route to be operated by NAIPTA on the Campus and within the City of Flagstaff as shown on Exhibit "A", pursuant to the terms of this IGA.

j. "UPASS" means a Universal Access Pass which provides unlimited access to the Mountain Line System for all Northern Arizona University students.

2 OPERATIONS

2.1 Fees.

2.1.1 Northern Arizona University will pay NAIPTA as follows:

2.1.1.1 Northern Arizona University: Northern Arizona University will pay $1,000,000 per year in exchange for the UPASS for all students. The fee will be in lieu of fares and applied towards the operation of the Mountain Line System.

This amount will increase by $50,000 per year for 10 years, which is the term of this IGA. In the event this IGA renews or is automatically renewed as per section 3 of this IGA, the amount Northern Arizona University pays will increase annually after the tenth year by the percentage change reflected in the United States Department of Labor Consumer Price Index for all Urban Consumers.

Payments shall be made to NAIPTA in equal installments no less frequently than quarterly, on or before the 15th day of each quarter (or month), commencing July 15, 2019.

2.2 Universal Access Pass:

2.2.1 Northern Arizona University will develop, at its own cost, a mobile pass solution within the Northern Arizona University mobile application. The mobile ticket will serve UPASS for students. The mobile ticket must be readable by NAIPTA’s fare box solution and fare reader system. Northern Arizona University will authenticate users and disable access for users who cease to be eligible for access as
2.2.2 Northern Arizona University will order fare cards from NAIPTA as needed to facilitate distribution of physical cards to students that are unable to utilize the mobile pass. Northern Arizona University will track active cards and be responsible for notifying NAIPTA when cards are lost or stolen, requiring replacement.

2.2.3 NAIPTA will accept the mobile pass on all routes after complete system testing is finalized and approved. In a situation where the fare box solution and fare reader system fails to read the mobile pass, the operator will authenticate user by visually inspecting the ID card of the student. If the failure is with the application, NAIPTA will offer a courtesy ride and report the issue to Northern Arizona University.

2.3 Maintenance and Repair.

2.3.1 Northern Arizona University will be responsible for the maintenance and repair of the Bus Stops and Bus Shelters located on Campus Property. Maintenance includes trash removal, snow removal, graffiti removal, glass cleaning, maintenance of streets, access to bus shelters and other routine maintenance. Northern Arizona University cannot guarantee complete snow removal in front of bus shelters.

2.3.2 NAIPTA will be responsible for repair and maintenance of Bus Stops and Bus Shelters located on property owned or controlled by the City of Flagstaff. Maintenance includes trash removal, snow removal, graffiti removal, glass cleaning and other routine maintenance.

2.4 Operation of Mountain Line System

2.4.1 NAIPTA will operate all bus routes, including Route 10. NAIPTA will not operate service on the Mountain Line System including Route 10 on Christmas Day, Thanksgiving Day, and days when emergency weather closures are declared on the rest of the Mountain Line System.

2.4.2 The Parties understand and agree that Northern Arizona University will continue to operate its own bus system on the Campus Transitway.

2.4.3 The Parties understand and agree that Northern Arizona University will, subject to the terms of this IGA, control the right of access to and use of the Campus Transitway. Northern Arizona University specifically has the right to access the Bus Only Transitway periodically to provide routine food service, refuse collection and for other purposes appropriate to a public institution of higher education. Such access will be operated in a manner that does not unreasonably interrupt Route 10 regular service.

2.4.4 Northern Arizona University understands and agrees that it is desirable and necessary for the City of Flagstaff to operate emergency vehicles on and over the Campus Transitway, and hereby agrees to permit the City of Flagstaff on the
Campus for purposes consistent with the terms of this IGA.

2.4.5 The Parties understand and agree that Northern Arizona University students will be granted fare-free access to the entire Mountain Line System.

3 TERM AND TERMINATION

3.1 Term. This IGA is for an Initial Term of ten (10) years (the "Initial Term"), and may be renewed for up to two (2) successive five (5) years terms (each a "Renewal Term"), subject to the provisions of this IGA.

3.2 Notice of Renewal. This IGA shall be automatically renewed at the end of the Initial Term or the end of a Renewal Term, unless one Party provides to the other Parties written notice of the notifying Party's intent not to renew at least one (1) year prior to the end of the Term or Renewal Term.

3.3 Termination. If, at any time, any Party to this IGA wishes to terminate this IGA, that Party shall give written notice as provided herein of its intent to terminate at least one (1) year prior to the date of termination.

4 GENERAL TERMS

4.1 Insurance.

4.1.1 NAIPTA's Insurance. NAIPTA shall maintain insurance as required by the 16.1 of the Amended Master IGA, as well as any other insurance required by law, including but not limited to Workers Compensation insurance. In addition, NAIPTA shall cause contractors, design professionals, subcontractors or any other third party collectively "Third Parties" to provide adequate insurance based on scope of work for construction services, design services and any other services performed under a contract resulting from this IGA, naming Northern Arizona University as additional insureds. NAIPTA shall further cause Third Parties to indemnify and hold the State of Arizona, Northern Arizona University, and their officers, employees or agents harmless from and against any and all claims, actions, liabilities, damages, losses, or expenses caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Third Parties, their owners, officers, directors, agents, employees or subcontractors for performance under a contract resulting from this IGA.

4.1.2 Northern Arizona University's Insurance. Northern Arizona University shall maintain adequate insurance (which may include self-insurance) to cover any liability arising from the acts or omissions of its employees or agents arising out of the performance of this IGA. Northern Arizona University shall not be responsible for maintaining insurance to cover liability arising from the acts or omissions of employees or agents of NAIPTA. NAIPTA's insurance shall be primary insurance with respect to Northern Arizona University. Any insurance or self-insurance maintained by Northern Arizona University shall be in excess to the coverage provided by NAIPTA and shall not contribute to it.
4.2 **Mutual Indemnifications.** Each Party to this IGA (as "Indemnitor") agrees to defend, indemnify and hold harmless the other Parties, and such Party's officers, officials, employees, agents, and directors (collectively, "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and costs of defense and appellate appeal) ("Claims"), which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this IGA.

4.3 **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 Parties 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 Parties, 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 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.

4.4 **Amendments.** Any amendment, modification or variation from the terms of this IGA shall be in writing and signed by all Parties hereto.

4.5 **Assignment.** This IGA may not be assigned except with the prior written approval of all the Parties, which approval may be withheld for any reason.

4.6 **Governing Law.** This IGA shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this IGA shall be proper in the Superior Court of Coconino County, Arizona and all Parties consent to the sole jurisdiction of, and venue in, such court for such purposes.

4.7 **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 by hand or registered or certified mail, at the address designated by the Parties in writing. Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail. In order to facilitate communication, each Party shall provide the other Parties with e-mail addresses for the primary contacts in relation to this IGA.

4.8 **Incorporation of Recitals and Exhibits.** The Recitals, Exhibits and Appendices attached hereto are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

4.9 **Compliance with Immigration Laws and Regulations.** Pursuant to the
provisions of A.R.S. §41-4401, each Party warrants to the other Parties that the warranting Party and its subconsultants, if any, are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). The Parties acknowledge that a breach of this warranty by a Party or any of its subconsultants is a material breach of this IGA subject to penalties up to and including termination of this IGA or any subcontract. Each Party retains the legal right to inspect the papers of any employee of the other Parties or any subconsultant who works on this IGA to ensure compliance with this warranty.

A Party may conduct random verification of the employment records of the other Parties, and any of its subconsultants to ensure compliance with this warranty.

A Party will not consider the other Parties or any of their subconsultants in material breach of the foregoing warranty if the other Party and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Article must be included in any contract a Party enters into with any and all of its subconsultants who provide services under this IGA or any subcontract. As used in this Section 4.9 "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

4.10 Cancellation for Conflict of Interest. Pursuant to the provisions of A.R.S. §38-511, a Party may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Party is, at any time while the contract or any extension thereof is in effect, an employee of any other Party to the contract in any capacity or a consultant to any other Party to the contract with respect to the subject matter of the contract.

4.11 Mediation. If a dispute arises out of or relates to this IGA, 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 arbitration, to the extent required by state law, litigation or some other dispute resolution procedure. Mediation will be conducted as set forth in Section 14 of the Amended Master IGA.

[Signature pages follow]
IN WITNESS WHEREOF, the Parties hereto have executed this IGA.

ARIZONA BOARD OF REGENTS
ACTING ON BEHALF OF NORTHERN ARIZONA UNIVERSITY

By: _________________________________
Its: _______________________________
Date: ______________________________

APPROVAL OF NORTHERN ARIZONA UNIVERSITY GENERAL COUNSEL

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between Northern Arizona University and NAIPTA, and declare the IGA to be in proper form and within the powers and authority granted to Northern Arizona University under the laws of the State of Arizona.

Northern Arizona University General Counsel
IN WITNESS WHEREOF, the Parties hereto have executed this IGA.

NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _________________________________
Its: ________________________________
Date: ________________________________

APPROVAL OF NAIPTA GENERAL COUNSEL

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between Northern Arizona University and NAIPTA, and declare the IGA to be in proper form and within the powers and authority granted to NAIPTA under the laws of the State of Arizona.

____________________________________
NAIPTA General Counsel
DATE PREPARED: July 26, 2018
MEETING DATE: August 15, 2018
TO: Honorable Chairman and Members of the Board
FROM: Jacki Lenners, Marketing Manager
SUBJECT: CCC Pilot Pass Program, IGA Second Amendment

RECOMMENDATION:

Staff recommends the Board of Directors approve the Coconino Community College Pilot Pass Program amendment, Addendum 2, to continue the program for a third year, through July 31, 2019 at no cost to CCC.

RELATED STRATEGIC WORKPLAN OBJECTIVE

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.

Related Objectives
- NAIPTA will develop and implement a higher education bulk rate discount pass program (UPASS) with NAU and CCC that provides students with fare-free access to the entire Mountain Line network.

BACKGROUND:

NAIPTA engaged in a Pilot Pass Program with Coconino Community College (CCC), beginning in August 2016, in which all CCC students and staff were entitled to free transit passes for one year. The Intergovernmental Agreement (IGA) between NAIPTA and CCC included a fee of $10,000 for the pilot program. The NAIPTA Board of Directors directed Staff to continue the Pilot Pass Program for a second year and approved an addendum to the IGA in August 2017.

NAIPTA staff have been working with NAU and CCC to achieve the Strategic Workplan objective of establishing a Universal Access Pass (UPASS) program for students. Tremendous progress has been made, and NAU agreed to invest in a UPASS program if Proposition 421 (transit tax increase) passes in November. Due to the timing of the election and the subsequent initiation of the tax collection if the initiative is successful, the UPASS program would not start until July 1, 2019.

The timing of the UPASS discussions prevented CCC from including a financial commitment to a bus pass program for the 2018-2019 school year. Because ridership during the two-year CCC Pilot Pass Program was extremely successful and the program had great momentum, NAIPTA proposed continuing
at no cost for the current school year until CCC can be financially folded into the larger UPASS program. This would allow students and employees to continue relying on Mountain Line for transportation, and not temporarily take away a benefit that will ultimately come back if Proposition 421 passes.

In the second year, the Pilot Pass Program had the following results:
- CCC passes were used 59,171 times.
- All routes were used, including 165 unique stops (99% of the system).
- 757 individual passes were used.

ALTERNATIVES:

1) Approve the CCC Pilot Pass Program IGA Addendum 2 (recommended): Staff recommends that the Board of Directors approve the CCC Pilot Pass Program IGA Addendum 2 to continue the program through July of 2019. This will allow the momentum to continue while the UPASS program is implemented, and CCC students and employees will not have a lapse in service.

2) Do not approve the CCC Pilot Pass Program IGA Addendum 2 (not recommended): The CCC Pilot Pass Program has been successful for both CCC and NAIPTA, and there is a mutual desire for CCC to be folded into a UPASS program. Not approving the amendment would result in the elimination of the program and a potential one-year lapse in service before a UPASS program could start.

TAC DISCUSSION:

The August TAC meeting was cancelled.

FISCAL IMPACT:

The $10,000 fee paid by CCC during each of the first two years of the Pilot Pass Program did not have a significant impact on NAIPTA’s budget, nor did the additional ridership have a measurable impact on the fixed route bus system, as the ridership was spread throughout the day and week. The service could still be provided without collecting the fee.

SUBMITTED BY: APPROVED BY:

Jacki Lenners Jeff Meilbeck
Marketing Manager CEO and General Manager

Attachments:

1) Addendum 2 to the IGA -pages 51-54
ADDENDUM 2 - INTERGOVERNMENTAL AGREEMENT

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

AND

NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

THIS ADDENDUM TO INTERGOVERNMENTAL AGREEMENT (Addendum”) is made and entered into effective as of the 1st day of August, 2018 (the “Effective Date”), by and between the Coconino County Community College District (“CCC”) and the Northern Arizona Intergovernmental Public Transportation Authority (“NAIPTA”) a corporate body and political subdivision of the State of Arizona (“NAIPTA”). CCC and NAIPTA are sometimes referred to in this Addendum collectively as the “Parties” and each individually as a “Party.”

RECITALS:

A. The Parties entered into an Intergovernmental Agreement for a pilot pass program to provide bus passes to faculty, staff, and students of CCC on or about August 1, 2016 (the “Original IGA”) and amended the Original IGA on August 1, 2017. All capitalized terms used without definition in this Addendum shall have the definitions ascribed to them in the Original IGA, as modified by this Addendum.

B. The Parties now desire to amend the Original IGA to provide for an additional year of bus passes at zero cost as part of the pilot program, upon the terms and conditions contained in this Addendum.

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 IGA as follows:

1. Section 1.2, “Payment” is amended to add the following statement:

   For the third and final term of this pilot program, CCC will not be obligated to pay NAIPTA the previously agreed upon fee of $10,000.

2. Section 3, “Term and Termination” is amended as follows to include a renewal term as allowed in sections 3.1 and 3.2 of the Original IGA:

   3.1 Term: This agreement is updated to include a second renewal starting on August 1, 2018 and expiring on July 31, 2019.

3. Section 7.12 Property Disposition shall be added to the Original IGA as follows:
7.12 Property Disposition

The Parties do not contemplate the joint acquisition of property in the performance of each Party’s duties under the provisions of this Agreement. Any property purchased by a Party shall be returned to that purchasing Party within Thirty (30) calendar days of the effect date of termination of this Agreement.

4. Reaffirmation of Original IGA. Except as amended by this Addendum, the Original IGA shall remain in full force and effect. In the event of any conflict between this First Amendment and the Original IGA, the terms of this Addendum shall prevail.

5. Counterparts. This Addendum 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 faxes 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, CCC has caused this Agreement to be executed by its duly authorized representative, this _____ day of ________________, 20___.

Coconino County Community College District

By: Colleen A. Smith, PhD

Its: President

________________________  (Signature)

Approved as to form:  ATTEST:

By: _________________________  _   ________
Mangum, Wall, Stoops & Warden, PLLC  Clerk of the Board
CCC Legal Counsel

________________________
(Coordination)
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: Scott Holcomb
Dickinson Wright PLLC
General Counsel, NAIPTA

_________________________

(Clerk of the Board)

(Signature)

PHOENIX 53963-1 482057v1
DATE PREPARED: August 6, 2018

DATE: August 15, 2018

TO: Honorable Chairman and Members of the Board

FROM: Jeff Meilbeck, CEO and General Manager

SUBJECT: Transportation Decision 2018

RECOMMENDATION:

The Board may provide direction, but there is no recommendation from staff at this time.

RELATED STRATEGIC WORKPLAN OBJECTIVE

Guiding Principles:
- Collaborate to enhance service delivery
- View risks as opportunities

BACKGROUND:

Staff are participating actively in the Transportation Decision 2018 process and will provide an update at the NAIPTA Board meeting.

TAC DISCUSSION:

The August TAC meeting was cancelled.

FISCAL IMPACT:

SUBMITTED BY:

Jeff Meilbeck
CEO and General Manager

ATTACHMENTS:

1. Transportation Tax Messaging Document -pages 56-57
Flagstaff>>>Forward Strategic Messaging – FINAL

Propositions 419, 420, 421: Transportation Decision 2018

This November, City of Flagstaff voters will decide on the future of transportation in our community. Propositions 419, 420, and 421 present an integrated and comprehensive approach to improving Flagstaff’s transportation system, addressing congestion, and planning for our future. The three proposals work together to address the multimodal transportation needs of our community.

- **Integrated plan:** These proposals present a comprehensive regional approach to address our street, pedestrian, bicycle, and transit needs.

- **Quality of life:** The goal of these three proposals is to improve our quality of life by building an integrated system of roads, transit routes, sidewalks, and trails that work together to provide choices to move people, goods, and services throughout Flagstaff.

- **Promises made, promises kept:** Both the City of Flagstaff and NAIPTA have a proven track record of delivering on voter-approved projects and being diligent stewards of public money. From street improvements to expansion of bus routes and services, projects have been delivered as promised.

Proposition 419 – Connecting Our Community

- **Improving traffic flow:** Continuation of the existing tax will allow Flagstaff to construct the most essential projects for the next 20 years. This includes major efforts to address congestion along West Route 66 and Butler Avenue and reducing reliance on Milton Road.

- **Improving bicycle and pedestrian pathways:** Improvements to bicycle and pedestrian pathways are important to making Flagstaff a more livable city. Proposition 419 adds missing segments of sidewalks, bike lanes, and trails throughout the City which help manage congestion and build a healthier community.

- **Providing Citywide improvements:** The renewal of Proposition 419 is the foundation of Flagstaff’s 20-Year Capital Improvement Program, funding general citywide transportation improvements throughout Flagstaff.

- **Increasing safety:** Proposition 419 includes enhancements to many roads to improve safety and traffic flow. In addition, the proposal includes traffic signal modernization, advanced traffic management systems, and dark sky street lighting to improve public safety.

- **Cost:** Proposition 419 is not a tax increase and the cost to the voters would remain 42.6 cents on a $100 purchase.
Proposition 420 – Bridging the Tracks

- **Helping traffic flow better:** Proposition 420 will help traffic flow better by building an overpass between Butler Avenue and Route 66 at Lone Tree Road. Combined with the improvements to Lone Tree Road in Proposition 419, the Lone Tree Railroad overpass is designed to provide an alternative to Milton all the way from I-17 to Downtown.

- **Fulfilling a needed connection:** Just like we needed the Fourth Street overpass 20 years ago, we need a new overpass at Lone Tree Road today. This proposal has been discussed since that time and as traffic continues to increase, the need will only intensify.

- **Investing in infrastructure:** Building the overpass sooner will likely save taxpayer dollars and provide decades of traffic circulation benefits. If we continue to wait, the future cost to build the overpass will likely be greater as interest rates and the cost of labor and materials continue to increase.

- **Cost:** Proposition 420 will cost the voters 23 cents on a $100 purchase.

Proposition 421 – More Buses, More Often

- **Increasing Frequency:** More buses, more often. Proposition 421 includes a cross-town bus every 15 minutes during business hours and cuts wait times in half at most locations.

- **Increasing Service Hours:** Proposition 421 will increase Mountain Line’s hours of service until 11 pm on weeknights and past midnight on weekends, making transit a more viable option for Flagstaff residents and visitors to access jobs, community events, social activities, and medical appointments.

- **Improving Efficiency:** Proposition 421 includes investments to keep transit moving efficiently by building bus only lanes and providing traffic signal prioritization in select areas.

- **Leveraging Resources:** If Proposition 421 passes, NAU has committed to paying more than $1 million per year to fund a Universal Access Pass (UPASS) program to open up transit for all students. NAITPA has also leveraged the existing transit tax to secure nearly $56 million in federal funding over the past 14 years. For every dollar of local funding, Flagstaff receives $3.23 from outside sources.

- **Cost:** Proposition 421 will cost the voters 15 cents on a $100 purchase.
DATE PREPARED: July 28, 2018

MEETING DATE: August 15, 2018

TO: Honorable Chairman and Members of the Board

FROM: Jacki Lenners, Marketing Manager

SUBJECT: HighGround Public Affairs Consultants Contract Amendment

RECOMMENDATION:

Staff recommends the Board of Directors approve amendment to the HighGround Public Affairs Consultants contract to include work for the City of Flagstaff on the Transportation Tax renewal (Proposition 419) and Lone Tree Road Overpass (Proposition 420).

RELATED STRATEGIC WORKPLAN OBJECTIVE

Guiding Principles:
- Show initiative, imagination, and creativity
- Collaborate to enhance service delivery
- Be trustworthy and dependable

Related 5 Year Horizon:
- Build cooperative relationships regionally to expand and enhance NAIPTA’s positive impact.
- Apply imagination, creativity, and innovation to improve the service we deliver.

BACKGROUND:

NAIPTA issued an RFP in April 2018 to secure a contractor to lead the Transit Tax Public Education and Outreach campaign (Proposition 421). Through the competitive bid process, HighGround Public Affairs Consultants was chosen as the successful bidder. This contract includes developing a comprehensive strategy and plan for educating the public about the Transit Tax, including messaging, public outreach, paid advertising, social media, media relations, and more. Because the total contract amount was $79,000, it was not brought before the Board of Directors.

As coordinated planning with the City of Flagstaff on the three transportation-related ballot initiatives started taking shape, it became evident that there were logistical and economies of scale reasons to work with the same contractor for the three propositions. As propositions that were all referred by City Council, the public will benefit from being able to get consistent information, all in one place. In addition, it did not make logistical sense to have all three propositions scheduling community presentations on separate days.

The City accessed the contractor through an agreement with NAIPTA, and HighGround provided revised pricing based on the expanded Scope of Work. The total contract cost increased to $116,000 with the addition of Propositions 419 and 420. NAIPTA will handle the billing, and bill the City back for their portion
of the costs. Because the HighGround contract with the revised scope now exceeds $99,999, it has been brought to the Board for review and approval. The attached Memorandum of Understanding outlines the roles and responsibilities of each agency for this project.

The collective three transportation-related ballot initiatives are known as Flagstaff>>>Forward, which is the theme of the educational campaign. Although the work is being conducted separately, the transportation group will coordinate with Proposition 422 (Housing) to conduct joint presentations and open house events.

ALTERNATIVES:

1) **Approve the HighGround Contract Amendment (recommended):** Staff recommends that the Board of Directors approve the HighGround Contract Amendment, allowing the City of Flagstaff to piggyback on the existing contract and expand the Scope of Work to include Propositions 419 and 420.

2) **Do not approve the HighGround Contract Amendment (not recommended):** There are financial and logistical benefits to NAIPTA and the City of Flagstaff using the same contractor to conduct a public education campaign for all three transportation-related ballot initiatives. There would be duplicate efforts and the messaging could be confusing to the public if they are conducted separately.

TAC DISCUSSION:

The August TAC meeting was cancelled.

FISCAL IMPACT:

NAIPTA will recover the additional costs to include the City of Flagstaff on the HighGround contract, so there will not be any additional costs to NAIPTA. All other costs (printing, advertising, open houses, etc.) will be shared by NAIPTA and the City.

SUBMITTED BY: APPROVED BY:

Jacki Lenners Jeff Meilbeck  
Marketing Manager CEO and General Manager

Attachments:

1) HighGround Contract Amendment -separate from packet
2) City of Flagstaff and NAIPTA MOU -pages 60-61
Memorandum of Understanding
NAIPTA and City of Flagstaff

The purpose of this Memorandum of Understanding ("MOU") between the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") and the City of Flagstaff ("City") is to define the roles and responsibilities for public education and outreach as related to the November 2018 transportation ballot initiatives 419, 420, and 421 pursuant to the written request of City of Flagstaff City Manager.

RECITALS

A. NAIPTA, through its commitment to provide and fund public transit services in and around Flagstaff, Arizona, has procured and awarded a contract for public education and outreach for the Fall 2018 transit tax initiative 421, attached to this MOU as Exhibit "A."

B. The City is responsible for planning and funding road infrastructure projects and improvements in and around Flagstaff, Arizona and has identified a need to procure services related to public education and outreach for the Fall 2018 transportation tax initiatives 419 and 420, and 421, and acting through City Manager has requested NAIPTA to provide for the identified services.

C. The City and NAIPTA agree that there is a mutual desire to educate the public and perform outreach on these topics in a coordinated effort and agree that NAIPTA shall provide leadership and services to the overall effort pursuant to the terms of this MOU.

AGREEMENTS

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

1. **NAIPTA's Responsibilities.**

   1.1. **Services.** NAIPTA will provide project management and staffing to perform as necessary to support the contractor as described in the scope of work attached to the contract. NAIPTA will ensure that City staff receive necessary communication and are notified with adequate notice of public events requiring representation from the City.

   NAIPTA will provide to the City all public outreach materials and messaging and will provide a review period before finalizing.

   1.2. **Contract and Contract Payments.** NAIPTA will be responsible for contractor oversight and payment of invoices as required in the Contract between NAIPTA and the Contractor. The City will not be a party to said contract.

   1.3. **Billing.** NAIPTA will provide the City with monthly Billing Statements for the City portion of contractor cost. NAIPTA will not exceed the agreed upon cost to the City of $49,000.

   1.4. **Record Keeping.** NAIPTA will be responsible for maintaining all records related to the contract and services provided as required by NAIPTA's record retention schedule and policy, as required by the State of Arizona. NAIPTA will make available to the City a copy of messaging, written materials, minutes, and reports developed by Contractor for the public education and outreach effort.
2. **City's Responsibilities.**

2.1. **Services.** The City will support the public education and outreach process by ensuring staff are scheduled to be available for public events and by providing timely review and feedback on proposed materials.

2.2. **Payment.** The City will provide payment of invoices within 30 days of receipt.

3. **General.**

3.1. This Memorandum of Understanding will conclude with the completion of the public vote in November 2018 and may be amended only by mutual agreement between the parties. This Memorandum of Understanding may be terminated by either party with 30-day written notice to the other party.

3.2. **Notices.** All notices given pursuant to the terms of this Agreement, shall be given to the other party in writing, delivered in person, sent by email, or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the addresses set forth below, or to such other address as the parties may substitute by written notice.

**NAIPTA**

Jeff Meilbeck, CEO-General Manager  
3773 N Kaspar Dr  
Flagstaff, AZ 86004  
928-679-8909  
jmeilbeck@naipta.az.gov

**FUSD:**

Phone: ____________________________  
Email: ____________________________

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by email, or 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.

________________________    _______  
Jeff Meilbeck, NAIPTA CEO - General Manager  Date

________________________  
Barbara Goodrich, City Manager  Date
DATE PREPARED: August 5, 2018

DATE: August 15, 2018

TO: Honorable Chairman and Members of the Board

FROM: Kate Morley, Mobility Planner

SUBJECT: US 180 Implementation Plan Update

RECOMMENDATION:

The Board may provide direction, but there is no recommendation from staff at this time.

RELATED STRATEGIC WORKPLAN OBJECTIVE:

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

5 Year Horizon:
- Plan with attention to “green” opportunities and long-term sustainability
- Build cooperative relationships regionally to expand and enhance NAIPTA’s positive impact

BACKGROUND:

NAIPTA, under a grant from ADOT for $220,000, is continuing work on the development of the US 180 Implementation Plan. In coordination with key stakeholders, representing Coconino County, residents, businesses, City of Flagstaff, ADOT and the United States Forest Service (USFS), significant progress has been made on deliverables identified in the Project Scope Statement. This staff report provides key updates on progress including recommendations key stakeholders made for strategies to move forward.

Legal Analysis: NAIPTA conducted a legal analysis of the ability to close, toll or limit access on US 180. Findings show that options are costly and/or difficult to achieve. Key stakeholders recommended documenting the finding but eliminating them as implementable strategies.

Alternate Access: NAIPTA, with the support from Coconino County GIS and County Public Works, studied opportunities for United State Forest Service (USFS) dirt road alternate access to I-40 including estimating patrol costs, initial upgrades required and on-going maintenance costs. Upgrades studied were the minimum necessary for the roads to be passable by passenger cars on winter days while ADOT’s US 180 Master Plan looked at more intensive infrastructure upgrades including a full paved bypass. Study of the initial improvements necessary resulted in three feasible options which were brought to the public at a May open house attended by approximately 200 people. Of the alternatives, the Wing Mountain option was the most favored with significant opposition to Bader Road and South Snowbowl Rd. Further analysis showed expected travel times rarely exceed the travel time on US 180, making them only useful on a couple of days each year. Because of this, stakeholders recommended
Snowbowl Rd and Bader Rd be removed from strategies while performance measures under which Wing Mountain would make sense be documented for future review.

**Transit and Transportation Demand Management:** Research was conducted on peer communities offering transit and Transportation Demand Management (TDM) solutions to winter recreation conducted. This information was also shared at the open house and was met with overwhelming positive response. NAIPTA is conducting congestion modeling to determine how much of an impact transit and TDM and will put forth recommendations for transit frequency, parking fees and other incentives to carpool, ride the bus and travel at off-peak times.

Additional research is being finalized regarding strategies to reduce illegal parking and litter including the ability to appropriately fund law enforcement and clean up efforts.

**TAC DISCUSSION:**

The August TAC meeting was cancelled.

**FISCAL IMPACT:**

This project is funded through a Section 5311 Planning grant awarded by ADOT and is a part of the FY2018 budget. The total grant award is $220,000 with $40,000 in local match and $180,000 federal.

Recommendations of the Plan have additional costs. Expected cost to provide 20-minute frequency to Snowbowl is $100,000 annually. Existing fleet capacity already exists, and Snowbowl provides approximately $50,000 for operating. NAIPTA is exploring other options to find additional revenue to fund the enhanced service. NAIPTA is still researching funding mechanisms for additional law enforcement and trash clean up. Expected annual costs for law enforcement staffing on key holidays are $7,320.

**SUBMITTED BY:**

Kate Morley
Mobility Planner

Jeff Meilbeck
CEO and General Manager

**ATTACHMENTS:**

1) US 180 Project Status Update- July 30 -pages 64-65
2) Draft US 180 Implementation Plan -available upon request
# US 180 IMPLEMENTATION PLAN
## PROJECT STATUS REPORT

**Project Name:** NAIPTA US 180 Implementation Plan  
**Date:** 7-31-18  
**Prepared by:** Kate Morley  
**Prepared for:** Stakeholders

### OVERALL PROJECT HEALTH
- [ ] ON TARGET  
- [ ] AT RISK  
- [ ] IN DANGER

### DELIVERABLES

<table>
<thead>
<tr>
<th>DELIVERABLES</th>
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</thead>
<tbody>
<tr>
<td>Sign a written agreement between ADOT and NAIPTA to clarify ADOT’s infrastructure role and NAIPTA’s program planning role.</td>
</tr>
<tr>
<td><strong>DUE DATE</strong></td>
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<tr>
<td>31-Dec-17</td>
</tr>
</tbody>
</table>

- Conduct robust public outreach  
  - **DUE DATE:** On-going  
  - **ON TARGET:** X  
  - **NOTES:** Open house had 150+ people. Stakeholders feel that plenty of input has been received.

- Obtain high quality traffic data as a basis for informed decision-making.  
  - **DUE DATE:** 30-Jan-18  
  - **ON TARGET:** X  
  - **NOTES:** Completed historic winter travel time analysis for entire winter season.

- Document legal authority to close or limit access US180  
  - **DUE DATE:** 31-Mar-18  
  - **ON TARGET:** X  
  - **NOTES:** Complete.
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Date</th>
<th>Complete</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assess and determine if and how emergency vehicles, residents and/or the general public might use alternate access</td>
<td>30-Jun-18</td>
<td>X</td>
<td>Stakeholder recommendations made to remove options but set review standards for Wing Mountain.</td>
</tr>
<tr>
<td>Write a Transit Management Plan</td>
<td>30-Jun-18</td>
<td>X</td>
<td>Determined 20 minute service needed on key congestions dates. AECOM finalizing peer cities review and congestion impact analysis. On target besides behind schedule.</td>
</tr>
<tr>
<td>Assess and determine predictable, dedicated funding source(s) to staff corridor management</td>
<td>1-Jul-18</td>
<td>X</td>
<td>Analysis of peer cities programs and funding sources complete. On target besides behind schedule.</td>
</tr>
<tr>
<td>Develop a comprehensive marketing and information management plan including signage, ITS, social media, and traditional media tools</td>
<td>1-Oct-18</td>
<td>X</td>
<td>Starting based on Stakeholder recommendations.</td>
</tr>
<tr>
<td>Create the US 180 Implementation Plan document</td>
<td>1-Oct-18</td>
<td>X</td>
<td>Draft Plan to be done by end of August.</td>
</tr>
<tr>
<td>Conduct statistically valid surveys document a measurable increase in satisfaction between 2018 season and 2019 season for visitors, residents and business</td>
<td>30-Apr-19</td>
<td>X</td>
<td>Moore and Associates created instrument to conduct surveying in future years.</td>
</tr>
</tbody>
</table>
DATE PREPARED: August 1, 2018

MEETING DATE: August 15, 2018

TO: Honorable Chairman and Members of the Board

FROM: Kate Morley, Mobility Planner

SUBJECT: Section 5339(b) Authorization of Application and Execution of Award

RECOMMENDATION:

Staff recommends the Board of Directors: 1) Authorize staff to submit application to the Federal Transit Administration for Section 5339(b) funds for six all electric replacement vehicles, a Northern Arizona University bus facility, and five replacement paratransit vans; and 2) Execute the Grant award through the Federal Transit Administration award management system (TrAMS).

RELATED STRATEGIC WORKPLAN OBJECTIVE:
Guiding Principles:
- Strive for continuous improvement in all we do.
- Collaborate to enhance service delivery.

Strategic Workplan:
- NAIPTA will work with other agencies to coordinate procurement of materials and services e.g., fuel, insurance and internet, to achieve economies of scale wherever possible.

BACKGROUND:

This request is related to NAIPTA’s grant application for Federal Transit Administration (FTA) Section 5339(b) Grants for Buses and Bus Facilities Infrastructure Investment Program grant funds for three essential capital projects: 1) $5,100,00 for electric buses and associated infrastructure; 2) $18,059,719 for a Northern Arizona University (NAU) Bus Storage Facility; and 3) $550,000 for paratransit vans. This application was completed in partnership with Northern Arizona University. Applications were due August 6, 2018.

NAIPTA and NAU partner to provide three transit routes on campus through Mountain Link and Campus Shuttle with combined ridership topping 2.4 million in FY2018. NAU’s student population has grown 69 percent since 2006, with an additional increase in enrollment of 27 percent projected from now to 2025. Campus growth and adequate capital investments are directly linked to NAIPTA’s continued growth in ridership, including a 17.5 percent increase last year alone. It also further solidifies transit as critical infrastructure for both campus and the greater community. These capital projects will ensure continued transit success on and off campus and secure Flagstaff’s transportation future.

Upon the release of the Notice of Funding for this opportunity, NAIPTA staff, through internal and review of NAIPTA’s Capital Improvement Plan (CIP) and partner discussions with NAU identify the three capital projects as important improvements to Flagstaff’s overall transit system. Staff made the application for the following projects.
• Funding will support replacing six of NAU’s existing diesel buses with all electric, low floor buses ($5,100,000). Electric buses will decrease operation costs, meet campus and City goals to reduce greenhouse gas emissions, and increase carrying capacity in their fleet. The new fleet will also be improved to be low-floor vehicles which decrease boarding and alighting times, increases ADA access, and decreases the risk of trips and falls.

• Funding will support the design and construction of a new bus storage facility on NAU’s campus ($18,059,719). This project includes bus storage, bus wash, maintenance bays, administration space and driver amenities. This project is Phase 1 of a larger plan for a multimodal facility including park n’ ride, bike lockers and CDL course. Currently, 77 percent of NAU’s fleet is stored outdoors in an unsecured lot. The new facility will be fully secured with indoor storage that will increase vehicle life as they are removed from harsh winter and summer elements, decreasing weather-related delays and increasing safety for operators.

• Funding will support replacing five of Mountain Lift’s paratransit vans which serve the entire community including ADA service on campus ($550,000). Maintenance costs continue to rise, impacting NAIPTA’s operating costs. The age and frequency of equipment issues makes these vehicles increasingly unreliable. Replacing these vehicles will continue NAIPTA’s excellence in maintaining a state of good repair and is critical to serving seniors and people with disabilities in the region.

Through the application process, NAIPTA staff solicited letters of support from community and member agencies. Support letters were requested from the Governor’s Office and of Congressional members Gosar, O’Halleran, McSally and Sinema. If awarded the capital funds, NAIPTA will go out for competitive bid on the procurement of all electric vehicles and paratransit vans. For NAU Bus Facility Improvements, NAIPTA will act as a project sponsor. NAU will administer the project including procurement of resources for design and construction. NAIPTA would continue to serve on the NAU Project Management Team. Staff will provide updates to the Board as this process unfolds.

TAC DISCUSSION:

The August TAC meeting was cancelled.

ALTERNATIVES:

1) **Authorize application submission for FTA’s 5339(b) competitive grant process and execution of Award (recommended):** The application is consistent with NAIPTA’s planning processes and budget, upon approval of this recommendation by the NAIPTA Board, the capital projects will be added to the FMPO TIP table. Overall these projects support NAIPTA’s operations and mission. The programs and funds support the maintenance and growth of our Mountain Line system by leveraging federal dollars with local funds.

2) **Do not approve the FTA 5339(b) application submission or execution of Contract of Award (not recommended):** This alternative is not recommended as the funds provide an opportunity to reduce local funds to support our transit programs and construct capital improvements that will enhance NAIPTA’s system.
FISCAL IMPACT:

This funding will assist NAIPTA and will reduce local funding for replacement paratransit vans. NAIPTA’s Financial Plan identifies replacement needs of these paratransit vehicles, with both federal and local funds as identified in this report. NAU will provide local match of $4,631,944 for the bus facility and all electric buses. There is no additional fiscal impact to approving the application to FTA and execution of award.

SUBMITTED BY:  

Kate Morley  
Mobility Planner

APPROVED BY:  

Jeff Meilbeck  
CEO and General Manager

ATTACHMENTS:

1) NAIPTA 5339(b) application - available upon request
DATE PREPARED: July 27, 2018

MEETING DATE: August 15, 2018

TO: Honorable Chairman and Members of the Board

FROM: Erika Mazza, Deputy General Manager

SUBJECT: Kaspar Intersection Update

RECOMMENDATION:

The Board may provide direction, but there is no recommendation from staff at this time.

RELATED STRATEGIC WORKPLAN OBJECTIVE

Guiding Principles:

- Collaborate to enhance service delivery
- Be fiscally responsible and responsive to changing demographics

BACKGROUND:

On June 20, 2018, the NAIPTA Board of Directors authorized NAIPTA’s CEO-GM to assign FY2019 Task Orders to AECOM Technical Services, Inc. (AECOM). As part of the approval, the NAIPTA Board requested for staff to remove Task Order #10, Kaspar – Route 66 Intersection and guided staff to solicit a competitive bid for the final design and construction drawings. On August 2, 2018, ADOT awarded NAIPTA the full $2,777,814 requested for final design and construction for the Kaspar – Rt 66 Intersection. Receiving full funding for this project allows NAIPTA to consider the most advantageous delivery model that goes beyond design. CMAR, Design-Bid-Build, or Design-Build are options NAIPTA staff will explore. As this project is a partnership with the City of Flagstaff, resulting in a new City road, staff will work with the City on the preferred project delivery model.

TAC DISCUSSION:

The August TAC meeting was cancelled.

FISCAL IMPACT:

This funding will assist NAIPTA in keeping with objectives in the 5-year plan and it should reduce local funding for operating costs. The FY2019 proposed budget and NAIPTA’s Financial Plan for FY2020 and beyond contains this project with both federal and local funds as identified in this report. There is no additional fiscal impact to approving the application to ADOT and execution of award.
SUBMITTED BY:

________________________
Erika Mazza
Deputy General Manager

APPROVED BY:

________________________
Jeff Meilbeck
CEO and General Manager

ATTACHMENTS:

None.
DATE PREPARED: August 8, 2018
MEETING DATE: August 15, 2018
TO: Honorable Chairman and Members of the Board
FROM: Heather Dalmolin, Administrative Director
SUBJECT: Adopt Resolution to authorize Western Alliance Bank to be a depository for NAIPTA funds

RECOMMENDATION:

Staff recommends the Board of Directors approve and adopt the resolution requested by Western Alliance Bank authorizing the Bank to be a depository for NAIPTA funds. The depository authorization is related to our taxi voucher program and a cash deposit of $50,000 is required as security for the commercial card that will serve as NAIPTA's paperless taxi voucher.

RELATED STRATEGIC WORKPLAN OBJECTIVE

Guiding Principles:
- Strive for continuous improvement in all we do
- Be trustworthy and dependable

BACKGROUND:

In October of 2017, NAIPTA implemented a paperless taxi voucher system, moving users to preloaded cards issued by Wells Fargo bank. This implementation was tied to our banking services with Wells Fargo. About 6 months after implementation, Wells Fargo notified us that the service as offered to us was not approved by Visa, the underlying credit card for our charge card system. As a result, staff issued a Request for Proposals to identify another viable solution.

Western Alliance Bank was identified as the only willing and able provider to provide a solution that met our parameters. The parameters for the card program are:
- The card must be issued to a specific user and NAIPTA is to be responsible for related charges.
- The card must be limited a specific Merchant Category Code (MCC) that allows the card to only be used for transportation services.
- The card must be declining balance card, meaning we preload the amount and the amount decreases with use.

TAC DISCUSSION:

The August TAC meeting was cancelled.
ALTERNATIVES:

1) **Approve the resolution for Western Alliance Bank (recommended):** The Bank offers a solution necessary for staff to continue managing a paperless voucher system which has expanded rider choice and trip length. The deposit is required as a guarantee on the card limit annually.

2) **Do not approve the resolution (not recommended):** If the resolution is not approved, staff are unable to deposit funds, will need to cease efforts to set up the paperless system with the Bank, and will need to return to a paper voucher system and its related restrictions.

FISCAL IMPACT:

There is no fiscal impact to depositing funds with Western Alliance Bank and the fees for the card system will be waived. If the deposit and resolution are not approved, NAIPTA administrative cost will increase as a result of reverting back to a paper voucher system as we are not able to continue the program with Wells Fargo.

SUBMITTED BY:  APPROVED BY:

______________________________  ________________________________
Heather Dalmolin                Jeff Meilbeck
Administrative Director          CEO and General Manager

ATTACHMENTS:

1. Western Alliance Bank Resolution - page 73
I, the undersigned Official of the Government Agency, Municipality, or Public Entity ( "Entity") named above, HEREBY CERTIFY that Entity is organized and existing under and by virtue of the laws of the state or jurisdiction where it is located, with its principal office at:1732 E. Saint Mary's Rd. Phoenix, AZ 85015, and that Entity has filed the required assumed business name listings with the appropriate governmental entities and agrees to provide Bank with evidence of such filings, upon request.

Account Holder (complete and correct name of Entity): Northern Arizona Intergovernmental Transportation Authority

Excluding the name of the Entity, the following is a list of all assumed business or trade names under which the Entity does business:

Mountain L.R. VAPTA, Mountain Line

I/We FURTHER CERTIFY that at a meeting of the governing body of the Entity duly and regularly called and held on _________________, at which a quorum was present and voting, the following resolutions were adopted and appear in the minutes of that meeting and have not been rescinded or modified:

RESOLVED, that Western Alliance Bank ("Bank") at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the signature of any one (1) of the following Authorized Signers identified on page 1 ("Agents"), whose names are shown below:

<table>
<thead>
<tr>
<th>Agent Name and Title</th>
<th>Agent Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Melbeck, CEO</td>
<td></td>
</tr>
<tr>
<td>Heather Dalmolin, Administrative</td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td></td>
</tr>
<tr>
<td>Lauree Battle, Business Manager</td>
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</table>

Bank shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

BE IT FURTHER RESOLVED, that any one (1) of the Agents may now and in the future enter into any such agreements, and perform other such other acts as they deem reasonably necessary to carry out the provisions of the Account Agreement with Bank, and those agreements will bind the Entity, such authority will include but not be limited to, the following:

1. Any one of such named Agents are authorized and empowered to act as Authorized Signer, execute and bind the Entity to the terms and conditions of the Account Agreement and supporting documents (including but not limited to fee schedules) as to accounts opened in the Entity's name now and in the future.

2. The signature of an Agent named on this resolution is conclusive evidence of their evidence of their authority to act on behalf of the Entity. Any one of such named Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with Bank, or for collection or discount by Bank; and to accept drafts and other items payable at Bank. Bank is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with Bank bearing the signature or signatures of Agents, as authorized above, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and Bank shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or proceeds of the item.

3. Any one of the Agents may enter into a lease for the purpose of renting, maintaining, accessing and terminating a safe deposit box with Bank.

4. Any one of the Agents are further authorized and empowered to execute such other agreements now and in the future, including, but not limited to, special depository and service agreements including but not limited to, arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions (each respectfully "Other Documents" and "Other Acts").

5. All transactions, if any, with respect to any deposits, withdrawals, redemptions and borrowings by or on behalf of the Entity with Bank prior to adoption of this resolution are hereby ratified, approved and confirmed.

6. The Entity acknowledges and agrees that Bank may furnish at its discretion automated access devices to Agents to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

7. The Entity acknowledges and agrees that Bank may rely on alternative signature and verification codes issued to or obtained from an Agent. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with Bank, personal identification numbers (PIN), and digital signatures. Bank shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

8. The Entity acknowledges that the Account Agreement and Other Documents may be amended or supplemented by Bank from time to time and are incorporated herein by this reference; and that by entering into the Account Agreement and continuing to use Bank's products and services, the Entity agrees to any and all such amendments or supplements.

9. The authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any termination or revocation thereof has been received and recorded by Bank. Any and all prior resolutions adopted by the Board of Directors of the Entity and certified to Bank as governing the operation of this Entity's account(s), are in full force and effect, until Bank receives and acknowledges an express written notice of its revocation, modification, or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Bank, establishing the authority for such changes. Entity shall indemnify and hold Bank harmless from any loss it suffered or any liability it incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

I FURTHER CERTIFY that the persons named occupy the positions set forth opposite their respective names and signatures; that the signatures set forth as Authorized Signer(s) on page 1 are the genuine signatures of the identified persons; that the foregoing Resolutions now stand on record of the books of the Entity; and that they are in full force and effect and have not been modified in any manner whatsoever.

Note: In case the Official is designated by the foregoing resolutions as one of the signing officers, this certificate should also be signed by a second Officer or Director of the Entity.

IN TESTIMONY WHEREOF, I have subscribed my name to this document and affixed the seal of the Entity on _________________ (date).

X ____________________________ X ____________________________

Official Co-Official
Print Name: ____________________________ Print Name: ____________________________

CORPORATE SEAL

1 Alliance Bank of Arizona, Bank of Nevada, Bridge Bank, First Independent Bank, and Torrey Pines Bank are divisions of Western Alliance Bank. Member FDIC.

WAB-SIG-CORP 05/2016 Page 2 of 2
NAIPTA MEMORANDUM

DATE: August 15, 2018

TO: Honorable Chairman and Members of the Board

FROM: Jacki Lenners, Marketing Manager

SUBJECT: Mountain Line and Mountain Lift Rider Satisfaction Surveys

Every two years, NAIPTA conducts Rider Satisfaction Surveys for the Mountain Line and Mountain Lift programs. The Mountain Line survey is conducted onboard vehicles and via an online survey instrument. The Mountain Lift survey is conducted via mail and phone.

In addition to gauging the level of rider satisfaction, the survey also collects important demographic data on NAIPTA’s ridership which can help guide future planning efforts. Results are compared year-over-year to determine areas of strength and pinpoint areas where there are customer service opportunities.

The presentation at the TAC and Board meetings will include results from the 2018 survey, as well as comparisons with the past three surveys.
NAIPTA MEMORANDUM

DATE: August 15, 2018

TO: Honorable Chairman and Members of the Board

FROM: Wade Forrest, Facilities Manager

SUBJECT: Office Renovation Project Update

NAIPTA and Kinney Construction Services (KCS) began construction on April 26th for the NAIPTA Office Renovation Project. The project is in the third and final phase of construction and is nearly complete. The project is tracking on time, within scope and within budget.

The presentation at the Board meeting will provide an up to date progress report on the Office Renovation Project.
Ms. Cashman was made aware of the Open Meeting Law changes through The Public Record, an electronic publication distributed by the State Ombudsman Office. HB 2065 passed and was signed into law. It amended several sections of the open meeting law in A.R.S. Title 38, Public Officers and Employees.

1) One-way electronic communications from a member of a public body to a quorum that proposes legal action constitutes a “meeting” subject to the open meeting law.

2) Meeting minutes of recordings must now include how each member of the public body voted on each legal action.

3) Now, only the Attorney General can take individual members of public bodies to court for alleged violations and only for “knowing” violations. The court may now impose on individuals penalties of up to $500 for a second violation and up to $2500 for subsequent violations of the open meeting law, whereas the maximum for each violation was previously $500.

If members of the Board have any questions regarding these changes, Ms. Cashman would be willing to contact the State Ombudsman Office to get answers.
### September: TAC Meeting is Thursday, 9/6  Board Meeting is Wednesday, 9/19

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<td>CCC Staff</td>
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<td>TAC Election of Officers (TAC Only)</td>
<td>Rhonda/Dave-D/A</td>
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<td>Transportation Decision 2018</td>
<td>Jeff - D/A</td>
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<td>CEO/GM Succession Plan Update</td>
<td>Heather D/Scott - D</td>
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<td>Rider Satisfaction Survey (TAC Only)</td>
<td>Jacki - PR</td>
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<td>Employee Satisfaction Survey</td>
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<td>Quarterly Performance Report</td>
<td>Heather - PR</td>
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<td>Office Remodel Construction Final Update</td>
<td>Wade - PR</td>
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<td>Current Events</td>
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<td>Oct/Nov Agenda Calendar – Add to Every Agenda Packet</td>
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<td>Strategic Workplan – Add to Every Agenda Packet</td>
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### October: TAC Meeting is Thursday, 10/4  Board Meeting is Wednesday, 10/17

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<td>NAIPTA FY2018 Annual Report</td>
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<td>Title VI</td>
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<tr>
<td>Workforce Utilization Report</td>
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Strategic Work Plan
January 2018 to June 2019

MISSION
Getting You Where You Want To Go

VISION
To create the finest public transportation experience making NAIPTA services an excellent choice for Northern Arizona Communities.

GUIDING PRINCIPLES
- Treat everyone with respect
- Put the customer first
- Show initiative, imagination and creativity
- Be environmental stewards
- Collaborate to enhance service delivery
- Be trustworthy and dependable
- Strive for continuous improvement in all we do
- Be fiscally responsible and responsive to changing demographics
- View risks as opportunities
- 5 YEAR HORIZON
  - Plan with attention to “green” opportunities and long-term sustainability.
  - Apply imagination, creativity and innovation to improve the service we deliver.
  - Evaluate the effectiveness of our brand, name and image in creating stronger ties with the public.
  - Build cooperative relationships regionally to expand and enhance NAIPTA’s positive impact.
  - Establish financial policies and seek revenue sources to maintain fiscal strength.
  - Follow through on promises we have made.

10 YEAR HORIZON
- NAIPTA will be a seamless, inclusive regional system that is fully supported by member communities.
- NAIPTA will be known for finishing what we start in a responsible, professional and timely manner.
- People will know NAIPTA... people will use NAIPTA. Marketing has succeeded.
- NAIPTA will be known for living the guiding principles.
18 Month Work Plan

Measurable Objectives

1. NAIPTA will engage actively in the Transportation Decision 2018 process and will begin by making a case to the Citizens Transportation Tax Commission (CTTC) and Flagstaff City Council for an approximate 1/10 cent transit increase. NAIPTA will fully support the effort regardless of whether the initiative ultimately includes transit funding.

2. NAIPTA will complete its analysis and recommend a location for a Downtown Connection Center and will work with the City and County to procure ownership or access to the chosen property by December 2018.

3. NAIPTA will develop and implement a higher education bulk rate discount pass program (U-Pass) with NAU and CCC that provides students with fare-free access to the entire Mountain Line network by December 2018.

4. NAIPTA will continue to work with NAU on partnership related to fleet maintenance, operator training and interlining routes through the 18-month period.

5. NAIPTA will answer the question, “how and when would Mountain Line service improve with increased funding” by developing a specific prioritization and timeframe for launching frequency and span of service increases in time for Transportation Decision 2018 voter education.

6. NAIPTA will work with the City to develop transit-oriented Street and Design Standards, Development Criteria and the Traffic Impact Analysis methodology so that transit access and circulation requirements are addressed throughout the City’s design and development review processes.

7. NAIPTA will work with other agencies to coordinate procurement of materials and services e.g., fuel, insurance and internet, to achieve economies of scale wherever possible.

8. NAIPTA will develop a fare strategy, revenue generation, and pass distribution plan that results in increased ridership and increased fare-box return.

9. NAIPTA will work with the Flagstaff Unified School District (FUSD) and Charter Schools to develop a white paper identifying potential strategies for NAIPTA to provide service to schools and identifying potential means by which schools could provide funding to support such service by June 2019.