

## AGENDA

### Executive Board Meeting

10:00 AM to Noon

April 1, 2020

<https://global.gotomeeting.com/join/989016837>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3112](tel:+16467493112)

**Access Code:** 989-016-837

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Regular meetings and work sessions are open to the public. Persons with a disability may request a reasonable accommodation by contacting the City of Flagstaff City Clerk's Office at 928-779-7607. The FMPO complies with Title VI of the Civil Rights Act of 1964 to involve and assist underrepresented and underserved populations (age, gender, color, income status, race, national origin and LEP – Limited English Proficiency.) Requests should be made by contacting the FMPO at 928-213-2651 as early as possible to allow time to arrange the accommodation. ***A quorum of the TAC may be present.***

#### **NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the FMPO Executive Board and to the general public that, at this regular meeting, the FMPO Executive Board may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the FMPO Executive Board's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A).*

#### **EXECUTIVE BOARD MEMBERS**

- Coral Evans, Mayor, Flagstaff City Council, Chair
- Charlie Odegaard, Flagstaff City Council, Vice-Chair
- Jesse Thompson, Arizona State Transportation Board Member
- Matt Ryan, Coconino County Board of Supervisors
- Art Babbott, Coconino County Board of Supervisors
- Jim McCarthy, Flagstaff City Council
- Regina Salas, Flagstaff City Council (alternate)
- Jim Parks, Coconino County Board of Supervisors (alternate)

#### **METROPLAN STAFF**



# METROPLAN

GREATER † FLAGSTAFF

- Jeff Meilbeck, Executive Director
- David Wessel, Manager
- Martin Ince, Multi-Modal Planner
- Rosie Wear, Business Manager

## I. PRELIMINARY GENERAL BUSINESS

### A. CALL TO ORDER

### B. ROLL CALL

### C. PUBLIC COMMENT

*(At this time, any member of the public may address the Board on any subject within their jurisdiction that is not scheduled before the Board on that day. Due to Open Meeting Laws, the Board cannot discuss or act on items presented during this portion of the agenda. To address the Board on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.)*

### D. APPROVAL OF MINUTES

(Pages 6-11)

- Minutes of Regular Meeting: February 5, 2020

## II. CONSENT AGENDA

*(Items on the consent agenda are routine in nature and/or have already been budgeted or discussed by the Executive Board.)*

### A. TIP Amendments

(Pages 12-21)

MetroPlan Staff: David Wessel

Recommendation: Staff recommends amendment of the FY 2019-2023 Transportation Improvement Program for an increase in funding for the Fourth/Lockett/Cedar roundabout design and construction.

### B. UPWP Amendments

(Pages 22-24)

MetroPlan Staff: David Wessel

Recommendation: Staff recommends amendment of the FY 2020-2021 Unified Planning Work Program to include Mountain Line's 5305 Grant for the Fare Free Study



### III. GENERAL BUSINESS

#### A. Amend Master IGA to Add NAIPTA to Executive Board (Pages 25-34)

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff recommends the Board sign and acknowledge an Amended Master IGA adding NAIPTA (Mountain Line) to the MetroPlan Executive Board.

#### B. Resolutions to adopt Arizona State Retirement System (ASRS) (2020-03) and Social Security Coverage (2020-04) (Pages 35-48)

MetroPlan Staff: Jeff Meilbeck

Recommendations: 1) Staff recommends the Board approve reading of Resolutions 2020-03 and 2020-04 by title only. 2) Staff recommends the Board approve “Arizona State Retirement System Political Subdivision Supplemental Retirement Plan” Resolution 2020-03. 3) Staff recommends the Board approve “Arizona State Retirement System Social Security Coverage” Resolution 2020-04.

#### C. Financial Services Notices to the City of Flagstaff and ADOT (Pages 49-57)

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff recommends the Executive Board take two actions: 1) approve a letter of notice to the Flagstaff City Manager terminating administrative and financial services effective June 30, 2020; and 2) approve a letter to ADOT assuming responsibility for administrative and financial services effective July 1, 2020.

#### D. Transition IGA with City of Flagstaff (Pages 58-60)

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff recommends the Board approve an IGA with the City of Flagstaff detailing how transition tasks, funds, and responsibilities will be handled by each organization.

#### E. IGA with Mountain Line for Personnel and Other Services (Pages 61-72)

MetroPlan Staff: Jeff Meilbeck



Recommendation: Staff recommends the Executive Board authorize MetroPlan's Executive Director to sign an IGA with Mountain Line for personnel and other services.

**F. Legislative Update** (Pages 73-84)

MetroPlan Staff: Jeff Meilbeck

Recommendation: No recommendation is being made but the Board may provide direction related to MetroPlan's legislative agenda.

**G. Transportation Board Dinner** (Pages 85-86)

MetroPlan Staff: Jeff Meilbeck

Recommendation: No recommendation is being made.

**H. Items from the Executive Director**  
**a. Project Prioritization Update**

**IV: CLOSING BUSINESS**

**A. ITEMS FROM THE BOARD**

*(Board members may make general announcements, raise items of concern or report on current topics of interest to the Board. Items are not on the agenda, so discussion is limited and action not allowed.)*

**B. ADJOURN**



*CERTIFICATION OF POSTING OF NOTICE*

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on March 30, 2020 at 2:00 pm in accordance with the statement filed by the Recording Secretary with the City Clerk.

Dated this 30<sup>th</sup> Day of March 2020.

\_\_\_\_\_

Rosie Wear, FMPO Specialist

*Minutes*  
**Executive Board Meeting**  
**10:00 AM to Noon**  
**February 5, 2020**  
**City of Flagstaff Council Chambers**

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**EXECUTIVE BOARD MEMBERS**

- Coral Evans, Mayor, Flagstaff City Council, Chair ([left at 11:55am](#))
- Charlie Odegaard, Flagstaff City Council, Vice-Chair
- Jesse Thompson, Arizona State Transportation Board Member ([ABSENT](#))
- Matt Ryan, Coconino County Board of Supervisors
- Art Babbott, Coconino County Board of Supervisors ([ON THE PHONE](#))
- Jim McCarthy, Flagstaff City Council
- Regina Salas, Flagstaff City Council (alternate)
- Jim Parks, Coconino County Board of Supervisors (alternate)

**METROPLAN STAFF**

- Jeff Meilbeck, Executive Director
- David Wessel, Manager
- Martin Ince, Multi-Modal Planner
- Rosie Wear, Business Manager



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## Others in Attendance

Steve Peru (CCC/NAIPTA Board), Brandon Kavanaugh (FMPO Legal Counsel), Erika Mazza (Mountain Line), Ian Sloan and Frank Espinoza (NAU students), Dan Folke (City), Kevin Fincel (City), Kevin Adam (RTAC)

### I. PRELIMINARY GENERAL BUSINESS

#### A. CALL TO ORDER

Chair Coral Evans called the meeting to order at 10:01 am.

#### B. ROLL CALL - See above.

#### C. PUBLIC COMMENT - None.

*(At this time, any member of the public may address the Board on any subject within their jurisdiction that is not scheduled before the Board on that day. Due to Open Meeting Laws, the Board cannot discuss or act on items presented during this portion of the agenda. To address the Board on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.)*

#### D. APPROVAL OF MINUTES

- Minutes of Regular Meeting: January 8, 2020

MOTION: Board member Jim McCarthy moved to approve the November 6, 2019 Executive Board meeting minutes without edits. Board member Charlie Odegaard seconded the motion. The motion was passed unanimously.

### II. CONSENT AGENDA

MOTION: Board member Jim McCarthy moved to approve the items on the Consent agenda except item B, which will be pulled for discussion. Board member Charlie Odegaard seconded the motion. The motion was passed unanimously.

*(Items on the consent agenda are routine in nature and/or have already been budgeted or discussed by the Executive Board.)*

#### A. Adoption of State Performance Targets

Staff: Dave Wessel

Recommendation: Staff recommends the Board adopt State Performance Targets as recommended by the Technical Advisory Committee.

**B. Adopt TIP Approval Process**

MetroPlan Staff: Dave Wessel

Recommendation: Staff recommends the MetroPlan TAC endorses the adoption schedule for the FY 2021-2025 Transportation Improvement Program

*MOTION: Board member Jim McCarthy moved to approve item B on the Consent agenda. Board member Charlie Odegaard seconded the motion. The motion was passed unanimously.*

**C. Procurement Policy**

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff recommends the Board take action to adopt a procurement policy.

**D. Local Match and In-Kind Policy**

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff recommends the Board take action to adopt a Local Match and In-Kind policy.

**E. Travel Policy**

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff recommends the Board take action to adopt a Travel policy.

**F. Banking Resolution**

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff is recommending the Board adopt a resolution authorizing staff to open a bank account and pursue a credit card account.

**III. GENERAL BUSINESS**

**A. TIP Amendment**

MetroPlan Staff: Dave Wessel

Recommendation: Staff recommends the Board amend the FY 2019-2023 Transportation Improvement Program for recent transit grant awards and to advance Fourth/Cedar roundabout design.

MOTION: Board member Matt Ryan moved to approve the TIP amendment. Board member Charlie Odegaard seconded the motion. The motion was passed unanimously.

#### **B. Member Dues**

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff recommends the Board consider and adopt an equitable dues structure for membership on the Executive Board.

MOTION: No motion necessary. Will be adopted with Bylaws in item C.

#### **C. Bylaws**

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff recommends the Board consider and adopt bylaws for MetroPlan.

MOTION: Board member Jim McCarthy moved to adopt the FMPO Bylaws and corresponding Conflict of Interest Policy. Board member Matt Ryan seconded the motion. The motion was passed unanimously.

#### **D. Strategic Work Plan Review**

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff recommends the Board review and adopt a Strategic WorkPlan for January 1, 2020 through June 30, 2021

MOTION: Board member Jim McCarthy moved to adopt the Strategic Work Plan Review. Board member Matt Ryan seconded the motion. The motion was passed unanimously.

#### **E. Legislative Update and Resolution**

MetroPlan Staff: Jeff Meilbeck

Recommendation: Staff recommends the Board adopt a resolution in support of increased State transportation funding.

*MOTION: Board member Charlie Odegaard moved to approve the Legislative Update and Resolution. Board member Matt Ryan seconded the motion. The motion was passed unanimously.*

**F. MetroPlan Project Criteria**

MetroPlan Staff: Dave Wessel

Recommendation: No recommendation is being made.

*MOTION: No motion taken. Board members were supportive of the project criteria.*

**G. FY20 Budget Update and Preliminary Review of FY21 Budget**

MetroPlan Staff: Jeff Meilbeck

Recommendation: This item is for information purposes only. No recommendation is being made but the Board may adopt a preliminary budget.

*This item was taken out of order before item D.*

*MOTION: None. This item was for discussion only.*

**H. Lone Tree Traffic Interchange (LTTI) Update**

MetroPlan Staff: Jeff Meilbeck

Recommendation: This item is for information only, but the Board may provide direction to staff on how to proceed with LTTI funding.

*DIRECTION: Member Odegaard requested we run LTTI through the project priority matrix. Chair Evans would like MetroPlan to review the economic impact to businesses of changes to Lone Tree before proceeding.*

**I. Arizona State Retirement System Enrollment Resolution**

MetroPlan Staff: Jeff Meilbeck

Recommendation: This item is for discussion only, but the Board may adopt a resolution to proceed with ASRS membership.

This item was taken out of order before item D, after the Budget Update.

DIRECTION: The Board wants to protect MetroPlan employees future retirement by pursuing Social Security and ASRS. Staff was directed to work with the City and County to pursue host employer services while Social Security is pursued.

MOTION: No motion at this time.

#### **IV. CLOSING BUSINESS**

##### **A. ITEMS FROM THE BOARD**

*(Board members may make general announcements, raise items of concern or report on current topics of interest to the Board. Items are not on the agenda, so discussion is limited and action not allowed.)*

##### **B. ADJOURN**

Vice-Chair Odegaard adjourned the meeting at 12:00.



# METROPLAN

GREATER # FLAGSTAFF

## STAFF REPORT

**REPORT DATE:** March 20, 2020

**MEETING DATE:** April 1, 2020

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** David Wessel, FMPO Planning Manager

**SUBJECT:** TIP Amendment

### 1. Recommendation:

- i** Staff recommends amendment of the FY 2019-2023 Transportation Improvement Program for an increase in funding for the Fourth/Lockett/Cedar roundabout design and construction.

### 2. Related Strategic Workplan Item

- i** FMPO (MetroPlan) leverages resources

### 3. Background

- i** MetroPlan is mandated to produce a Transportation Improvement Program (TIP) to track regional federal transportation spending. The TIP indicates the year that funds will be obligated for a project.

The City received advice from ADOT to increase the design costs based on recent projects and that additional funds were available to cover the costs. The year of design is advanced to 2020, right-of-way stays in 2021 and construction remains in 2022.:

- *Fourth/Cedar Roundabout:*  
HSIP (100%, not match): Increase design costs from \$359,258 to \$480,000  
Total cost increase by \$120,742 to \$1,989,179



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## 4. TAC and Management Committee Discussion

**i** *The TAC took action on March 25, 2020 and supports the amendment.*

*The Management Committee discussed on March 26, 2020 and supports the amendment.*

## 5. Fiscal Impact

**i** *Highway Safety Improvement Program (HSIP) amendment ensures adequate funding for the project now and avoids inefficient bureaucratic processes later that could delay the project.*

## 6. Alternatives

- i**
- 1) *Adopt the TIP amendments. **Recommended***
  - 2) *Do not adopt. May result in project delays.*

## 7. Attachments

**i** *Draft Safety TIP tables showing amendments*  
*ADOT and City documentation relevant to the project*

March 3, 2020

Ms. Stephanie Sarty, P.E.  
Transportation Engineering Project Manager  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001

Re: **Highway Safety Improvement Program (HSIP)**  
City of Flagstaff – Fourth Street/Cedar Avenue/Lockett Road, Roundabout (**Revised**)  
ADOT Project No. : TBD  
Federal Project No.: TBD  
COG/MPO: FMPO  
COG/MPO TIP No.: TBD  
Northcentral District, Coconino County

Dear Ms. Sarty:

In accordance with the *Stewardship and Oversight Agreement on Project Assumption and Program Oversight by and between Federal Highway Administration, Arizona Division and the Arizona Department of Transportation*, dated April 9, 2015, Attachment A, page A-1, the Arizona Department of Transportation, Traffic Safety Section (TSS) has determined that the City of Flagstaff's **revised** request to utilize HSIP funds for a safety countermeasure (project) to construct a modern roundabout at the intersection of Fourth Street/Cedar Avenue/Lockett Road is eligible for Highway Safety Improvement Program (HSIP) funding. (See enclosure 3 for locations.)

**At the request of the City of Flagstaff, this HSIP eligibility is being revised for an increase to and advance of design funds from FY21 to FY20 and to increase the amount of the City of Flagstaff funds being contributed to the total project cost.**

All work will be performed by contract and ground disturbing activities are anticipated. It is anticipated that right-of-way acquisition will be required and some utility relocations are also anticipated.

ADOT has determined that, in accordance with 23 USC 148(a)(4)(A), this project is consistent with the State's 2014 Strategic Highway Safety Plan. It supports the "Roadway Infrastructure and Operations"

emphasis areas by implementing the “(Intersections) reduce frequency and severity of intersection related crashes through traffic-control and operational improvements” strategy.

During a 5-year period ending December 31, 2016, the City of Flagstaff experienced 1 fatal and 1 suspected incapacitating crash associated with this intersection. With a CMF number 4259 with, CRF of 74.1% obtained from the Crash Modification Factors Clearinghouse, the City could see a 5-year reduction of 0.7 fatal and 0.7 suspected incapacitating crashes in this intersection. Based on the above CRF, a revised B/C ratio of 4.5 was calculated.

The funding for this project is established under the ADOT HSIP and is eligible to be funded at 100% HSIP federal funds and 0.0% local match as described in Code of Federal Register 23 CFR Part 924 (Ref: Highway Safety Improvement Program [HSIP], Arizona Department of Transportation [ADOT], Traffic Engineering Group, Traffic Safety Section, May 2015; 1.1.4 Funding, Federal Share). The City of Flagstaff anticipates the total revised design/construction cost of this countermeasure at **\$1,989,179.00** (Enclosure 1) as shown below.

**Original Anticipated Estimated Costs:**

Design/ADOT Admin Cost FY21		Right of Way Cost - FY21		Construction Cost FY22	
HSIP	\$359,258.00	HSIP	\$ 92,398.00	HSIP	\$1,385,968.00
Local Match	\$ 0.00	Local Match	\$ 0.00	Local Match	\$ 0.00
Local Funds	\$ 0.00	Local Funds	\$ 30,813.00	Local Funds	\$ 0.00
<b>Total</b>	<b>\$359,258.00</b>	<b>Total</b>	<b>\$ 123,211.00</b>	<b>Total</b>	<b>\$1,385,968.00</b>

**Revised Anticipated Estimated Costs:**

Design/ADOT Admin Cost FY20		Right of Way Cost - FY21		Construction Cost FY22	
HSIP	\$450,000.00	HSIP	\$92,398.00	HSIP	\$1,385,968.00
Local Match	\$ 0.00	Local Match	\$ 0.00	Local Match	\$ 0.00
Local Funds	\$30,000.00	Local Funds	\$30,813.00	Local Funds	\$ 0.00
<b>Total</b>	<b>\$480,000.00</b>	<b>Total</b>	<b>\$123,211.00</b>	<b>Total</b>	<b>\$1,385,968.00</b>

Please note that eligibility does not give you authorization to begin work. ADOT clearances and an executed JPA will need to be completed between ADOT and the City of Flagstaff. Federal authorization will then be requested once all documents are received by ADOT. Any work performed prior to federal authorization is not eligible for reimbursement.

Should the project scope of work change, the cost estimate increase by more than 20%, or the limits of the project change, a revised eligibility letter and modified application will need to be submitted and approved prior to ADOT requesting federal authorization for construction. Design and construction estimates submitted and prepared by the City of Flagstaff verifying the unit prices and quantities are the responsibility of the City and any design or construction costs exceeding the above amounts must come from funding sources other than HSIP.

Per 23 USC 148 (c)(2)(F)(i) the City of Flagstaff is required to establish and maintain a data inventory of before and after crashes for this safety improvement project in order for an analysis and evaluation to be carried out by ADOT.

Please ensure that this project is in the TIP for the correct funding amount, the correct FY and that design and construction are broken out as separate line items (if applicable).

If you have any questions regarding this request, please call me at 602-712-7374. Thank you.

Sincerely,



Mona Aglan-Swick, P.E.  
Safety Programs Manager  
ADOT-Traffic Safety Section

LTT

- Encl: 1. Cost Estimate Revised  
2. B/C Ratio Analysis Revised  
3. Work Limits Map  
4. Location Map

- Cc: FHWA, Arizona Division Office, ATTN: Jeffery King  
ADOT, Project Management Group, ATTN: Steve O'Brian, P.E.  
ADOT, Finance, ATTN: Patrick Stone  
ADOT, Local Public Agency Section, ATTN: Lisa Pounds  
ADOT, Northcentral District, ATTN: Audra Merrick, P.E.  
FMPO, ATTN: David Wessel

**HIGHWAY SAFETY IMPROVEMENT PROGRAM  
APPLICATION - COST ESTIMATE**

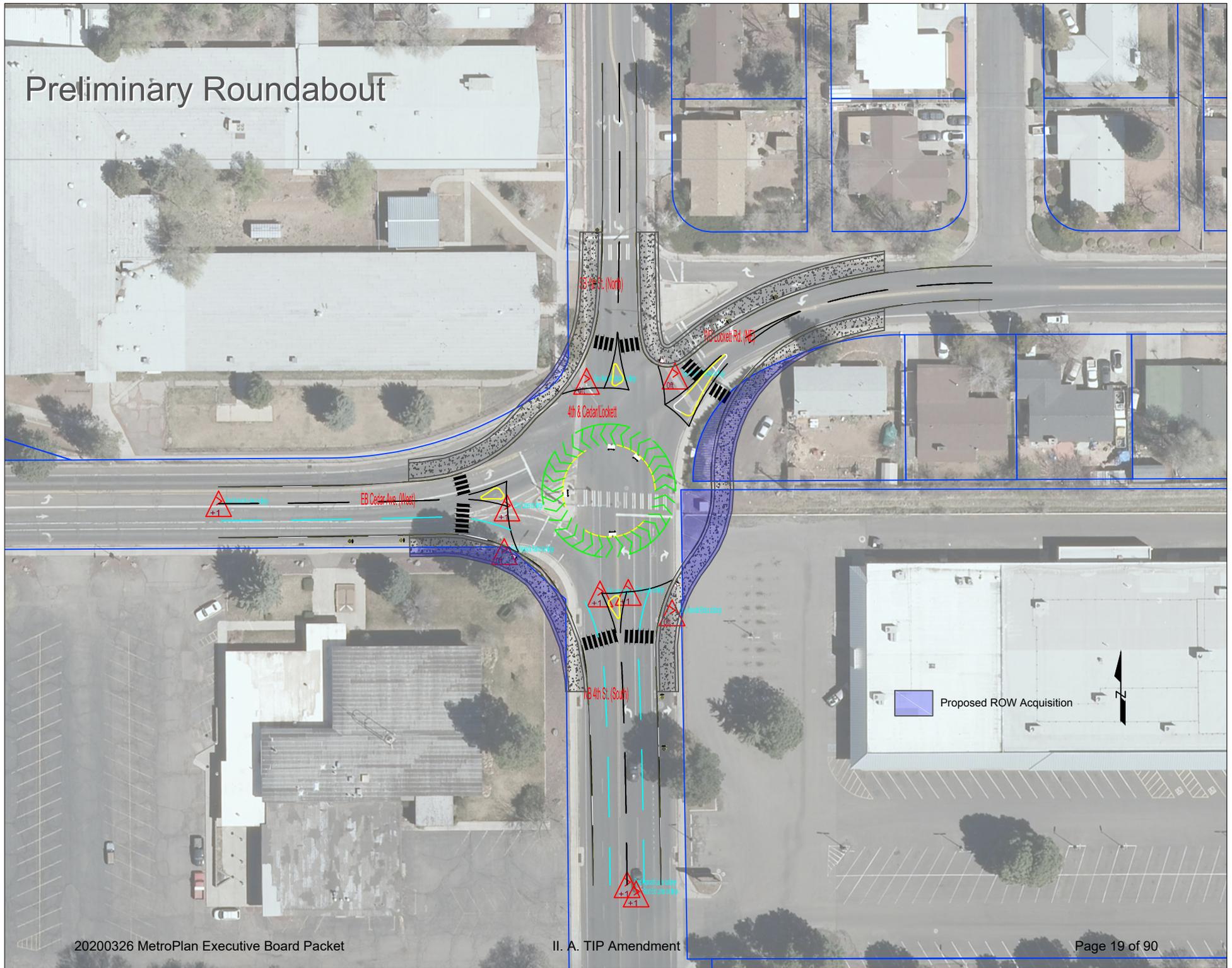
<b>Agency:</b>	City of Flagstaff	<b>Name of Project:</b>	4th/Cedar/Lockett Roundabout - Contractor Installed					
<b>HSIP Project Cost Estimate Worksheet</b>								
Project Cost Estimate:	Description:	Quantity:	Cost (Unit):	Total Cost	HSIP:	Local Match:	Other Amt:	TOTAL COST
					100.00%	0.00%	0.00%	
Planning or Study:	Assessment	0	\$ -	\$ -	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00
Preliminary Engineering:	Engineering Firm (22% const.)	0	\$ -	\$ -	\$ 385,000.00	\$ -	\$ -	\$ 385,000.00
ADOT Admin Costs:		1	\$ 30,000.00	\$ 30,000.00		\$ -	\$ 30,000.00	\$ 30,000.00
ADOT PE Review Costs:						\$ -	\$ -	\$ -
<b>Sub-Total</b>			<b>\$ 30,000.00</b>	<b>\$ 30,000.00</b>	<b>\$ 450,000.00</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>	<b>\$ 480,000.00</b>
Materials:	Detailed Estimate (attached)		\$ -	\$ -	\$ 923,979.00	\$ -	\$ -	\$ 923,979.00
Materials:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials Sub-Total:				\$ -	\$ 923,979.00	\$ -	\$ -	\$ 923,979.00
Traffic Control:		10.00%		\$ -	\$ 92,397.90	\$ -	\$ -	\$ 92,397.90
Mobilization:		10.00%		\$ -	\$ 92,397.90	\$ -	\$ -	\$ 92,397.90
<b>Sub-Total</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,108,774.80</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,108,774.80</b>
Construction Admin :		14.00%			\$ 155,228.47	\$ -	\$ -	\$ 155,228.47
Contingencies :		5.00%			\$ 55,438.74	\$ -	\$ -	\$ 55,438.74
Post Design:		1.00%			\$ 11,087.75	\$ -	\$ -	\$ 11,087.75
Communications		5.00%			\$ 55,438.74	\$ -	\$ -	\$ 55,438.74
		0			\$ -	\$ -	\$ -	\$ -
Right-of-Way	Estimated comps & cost to cure (sq. ft.)	4870	\$ 25.30	\$ 123,211.00	\$ 92,397.90	\$ -	\$ 30,813.10	\$ 123,211.00
		0			\$ -	\$ -	\$ -	\$ -
		0			\$ -	\$ -	\$ -	\$ -
		0			\$ -	\$ -	\$ -	\$ -
Sub-Total					<b>\$ 369,591.60</b>	<b>\$ -</b>	<b>\$ 30,813.10</b>	<b>\$ 400,404.70</b>
								\$ -
<b>TOTAL REQUEST</b>					<b>\$ 1,928,366.40</b>	<b>\$ -</b>	<b>\$ 60,813.10</b>	<b>\$ 1,989,179.50</b>

Comments:

B/C Ratio Tabulation

<b>Required for all HSIP Applications</b>					
<b>Agency:</b>	City of Flagstaff		<b>Title of Project:</b>	Fourth/Cedar/Lockett Roundabout	
Benefit / Cost Ratio Tabulation					
Annual Benefit Tabulation					
Severity	Annual Average	Estimated CRF* Reduction	Total Reduction	Unit Cost	Annual Benefit
Fatal	0.20	74%	0.15	\$5,800,000	\$859,560
Incapacitating Injury	0.20	74%	0.15	\$400,000	\$59,280
Total Annual Benefits					\$918,840
Costs					
Total Project Cost					\$1,989,180
Project Life (years)					20
Interest Rate (%)					8%
Capital Recovery Factor					0.1019
Annual Construction Cost					\$202,602
Annual Maintenance Cost					\$0.00
Total Annual Costs					\$202,602
Benefit / Cost					
Annual Benefit		Annual cost		Benefit / Cost Ratio	
\$918,840		\$202,602		4.5	
<b>*REQUIRED: Use 4 and 5 star CMFs from ADOT Lists Only at Tabs 14 - 15 preferred. The CMF's CRF is used in the above calculation</b>					

# Preliminary Roundabout



# Utilities Map

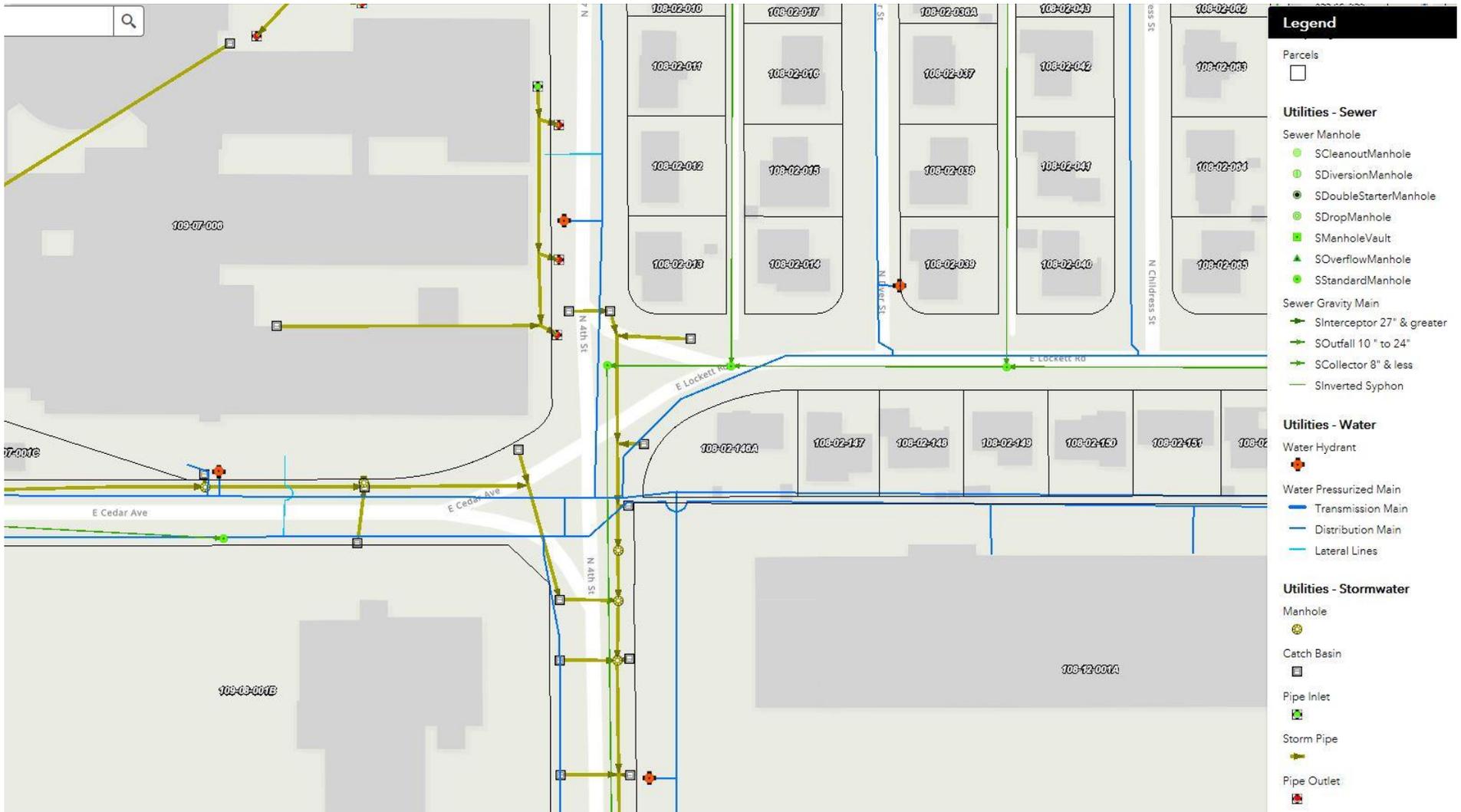


Table 6. Safety Projects with the FMPO -area: FY 2019-2023  
Fiscal Years 2019-2023 as of 8/22/18

fmpro_cog	project_sponsor	tip_ID_#	ADOT Proj_#	Fea Proj_#	project_name project_location project_description	Length	federal_functional_class	lanes_before	lanes_after	FY 2019 (OA)	FY 2020 (OA)	FY 2021 (OA)	FY 2022 (OA)	federal_aid_type	federal_funds 2019-2022	local_match: 2019-2022	Total Project Cost
fmpro	Flagstaff	161201-1	SH59701C	FLA-0(218)	Sign replacement	n/a	all	n/a	n/a					HSIP	\$ 247,797	\$ 14,978	\$ 409,610
fmpro	Flagstaff	101020	pending	pending	Fourth St/Cedar Ave/Lockett Rd - Roundabout	n/a	Urban arterial	n/a	n/a		\$ 450,000	\$ 92,398	\$ 1,385,968	HSIP	\$ 1,928,366		\$ 1,989,179
					Fourth St/Cedar Ave/Lockett Rd Intersection construction						\$ 30,000	\$ 30,813		Local		\$ 60,813	100% funds
					Phase						ad	r	c				

Phase Codes: a = ADOT administration fee; s = study; d = design; r = right-of-way; c = construction



# METROPLAN

GREATER # FLAGSTAFF

## STAFF REPORT

**REPORT DATE:** March 20, 2020

**MEETING DATE:** April 1, 2020

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** David Wessel, FMPO Planning Manager

**SUBJECT:** UPWP Amendment

### 1. Recommendation:

**i** Staff recommends amendment of the FY 2020-2021 Unified Planning Work Program to include Mountain Line's 5305 Grant for the Fare Free Study

### 2. Related Strategic Workplan Item

**i** FMPO (MetroPlan) leverages resources

### 3. Background

**i** MetroPlan is mandated to produce a Unified Planning Work Program and to address the federally-funded planning activities of its partners that take place within the planning area boundaries.

Mountain Line successfully applied for a 5305 (e) transit planning grant to study the effect of a fare free policy.

<u>5305 Funds</u>	<u>Local Funds</u>	<u>Total Award</u>
\$150,000	\$37,500	\$187,500

Work will begin in June. Elements to be evaluated include:

- Fixed-route ridership
- Boardings and alighting at bus stops
- Customer complaints/feedback
- Feedback from non-riders
- Incidents relating to fare and operators
- Behavior related incident reports
- Banned passengers
- Operator feedback



# METROPLAN

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- *Dwell time impacts*

*Amendments*

*Table 1 – revenue*

*Table 2 – 2020 operating costs*

*Table 4 – 2020 Funding by Task and Source*

*Work Element 500 – text to include Fare Free Study in goals and budget update showing 5305 and local funds*

## 4. TAC and Management Committee Discussion

**i** *The TAC took action on March 25 and supports the amendment*

*The Management Committee discussed on March 26 and supports the amendment*

## 5. Fiscal Impact

**i** *Fiscal impact to MetroPlan will be limited to processing payments to the contractor and oversight of Mountain Line grant provision compliance. Mountain Line will handle all day-to-day project management, compliance with grant provisions, and quality control.*

## 6. Alternatives

- i**
- 1) *Adopt the UPWP amendments. **Recommended***
  - 2) *Do not adopt. May result in loss of funding for Mountain Line.*

## 7. Attachments

**i** *ADOT letter of Award for 5305 e funds.*

January 16, 2020

Mr. Jeff Meilbeck, Executive Director  
Flagstaff Metropolitan Planning Organization  
211 West Aspen Avenue  
Flagstaff, AZ 86001

**Subject: Award of FTA Section 5305 planning funds for Fare Free Congestion Mitigation Study**

Dear Mr. Meilbeck,

In response to your request for 5305 funding, we are pleased to inform you that **\$150,000** has been approved for funding FMPO for the purposes of completing planning work related to the **Fare Free Congestion Mitigation Study**. The following 5305 funding should be added to your work program:

<u>Federal Portion</u>	<u>Local Match</u>	<u>Total Amount</u>
<b>\$150,000.00</b>	<b>\$37,500.00</b>	<b>\$187,500.00</b>

Please coordinate the scope of work and planning activities with Sara Allred, the 5305 Planning Manager. Upon approval by FTA of the grant, project number information will be issued with the grant. Each reimbursement request will be accompanied by a progress report and a current timeline of project activities. The final project will be shared with ADOT and may be included in the State Transit Plan.

Kindly note that this is a one-time award of funds, there is no guarantee of funding for any future projects.

If you have any questions, please contact Sara Allred at (602) 712-4498.

Sincerely,

Jill Dusenberry  
Transit Group Manager  
Arizona Department of Transportation

cc: Gregory Byres, ADOT	Darin Allan, FTA	Heather Dalmolin, NAIPTA
Sara Allred, ADOT	Kara Sullivan, ADOT	John Wennes, ADOT



**REPORT DATE:** March 26, 2020  
**MEETING DATE:** April 1, 2020  
**TO:** Honorable Chair and Members of the Executive Board  
**FROM:** Jeff Meilbeck, FMPO Executive Director  
**SUBJECT:** Amend Master IGA to add NAIPTA to Executive Board

### 1. Recommendation:

**i** Staff recommends the Board sign and acknowledge an Amended Master IGA adding NAIPTA (Mountain Line) to the MetroPlan Executive Board.

### 2. Related Strategic Workplan Item

**i** FMPO Guiding Principle: FMPO is fair and equally representative

### 3. Background

**i** On September 18, 2018 an IGA was recorded between the City of Flagstaff and Coconino County establishing the FMPO as a separate legal entity and empowering an Executive Board as the policy making body. Section 3.2 of the IGA established the Executive Board with the following voting members:

- Three (3) members of the Flagstaff City Council
- Two (2) members of the Coconino County Board of Supervisors
- One (1) representative from the Arizona Department of Transportation

On October 2, 2019 the FMPO considered a request from the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to join the FMPO Executive Board and gave preliminary direction to staff to use the following language: “One (1) member of the NAIPTA Board of Directors who is not a member of the Flagstaff City Council or County Board of Supervisors”

This language provides a seat for a member of NAIPTA’s Board of Directors on the FMPO Executive Board and does not create a quorum of the City Council or County Board of Supervisors on the FMPO Executive Board.



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*On November 4, 2019 the FMPO Board discussed variations to language and the possibility of adding flexibility so that NAIPTA could appoint the NAIPTA CEO to the FMPO Executive Board.*

*On November 20, 2019 the NAIPTA Board of Directors passed a motion recommending the following language. “One (1) member appointed by the NAIPTA Board of Directors who is not a member of the Flagstaff City Council or County Board of Supervisors”. This language allows NAIPTA to appoint a Board member or staff to the FMPO Executive Board and does not create a quorum of the City Council or County Board of Supervisors on the FMPO Executive Board.*

*The City of Flagstaff approved this item on March 17, 2020 and Coconino County approved this item on March 10, 2020. The MetroPlan attorney has suggested the MetroPlan Executive Board, as an independent legal entity, consider and acknowledge the amended Master IGA.*

## 4. TAC and Management Committee Discussion

**i** *Both the TAC and Management Committee support this item.*

## 5. Fiscal Impact

**i** *If NAIPTA is added to the Executive Board NAIPTA will pay \$5,000 per year membership dues.*

## 6. Alternatives

- i**
- 1) Sign and acknowledge the amended Master IGA (recommended). This alternative will add NAIPTA to the MetroPlan Executive Board and give NAIPTA a voting seat as a regional transportation organization.*
  - 2) Do not sign and acknowledge the amended Master IGA (not recommended). This alternative would delay adding NAIPTA to the MetroPlan Executive Board and would not provide NAIPTA with a voting seat.*



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## 7. Attachments



1) *Amended Master IGA*

**AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
REGARDING  
THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION**

**Between  
City of Flagstaff  
and  
Coconino County**

This Amended and Restated Intergovernmental Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), among the City of Flagstaff (the "City"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona and Coconino County (the "County"), a political subdivision of the State of Arizona, with offices at 219 E. Cherry Avenue, Flagstaff, Arizona. The City and the County may each be referred to in this Agreement individually as a Party, and collectively as the Parties.

**RECITALS**

- A. The City authorized the establishment of a Metropolitan Planning Organization (the "FMPO") by Resolution 2070, adopted May 21, 1996.
- B. The County authorized the establishment of an FMPO by Resolution 96-32, adopted May 20, 1996.
- C. Under 23 C.F.R. § 450.104, a Metropolitan Planning Organization is a federal designation for "the policy board of an organization created and designated to carry out the metropolitan transportation planning process."
- D. On or about June 24, 1996, Fife Symington, then Governor of the State of Arizona, in accordance with 23 CFR § 450.306, designated the FMPO as the Metropolitan Planning Organization for the Flagstaff Urbanized Area.
- D. The City, the County and the State entered into an intergovernmental agreement regarding the designation of the Flagstaff Metropolitan Planning Organization (FMPO) on September 12, 1996 (the "1996 IGA").
- E. On October 7, 2005, the County and the City entered into an intergovernmental agreement (the "2005 IGA") that sought to clarify the nature of each Party's FMPO responsibilities, removed ADOT from the IGA at ADOT's request, and superseded the 1996 IGA.
- F. On January 9, 2012, the County and the City entered into an intergovernmental agreement (the "2012 IGA") that extended and further clarified the nature of each Party's responsibilities with regard to the FMPO.
- G. On September 18, 2018, the County and City entered into an intergovernmental agreement ("2018 IGA") to establish the FMPO as a separate legal entity, and the FMPO was created as a separate Arizona nonprofit corporation on May 14, 2019.
- H. The County and City desire to amend and restate the 2018 IGA in order to recognize the FMPO as a separate legal entity and to add a representative of the Northern Arizona

Intergovernmental Public Transportation Authority (NAIPTA) to the FMPO Executive Board.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

### **1. Purpose of the Agreement**

The purpose of this Agreement is to carry out metropolitan transportation planning for the FMPO planning area, and such other functions as may be determined by the FMPO Executive Board (the "Executive Board") that are within the FMPO's authority and consistent with its designation as an MPO. The FMPO planning area is described in the attached Exhibit A, the boundaries of which are unchanged by this Agreement. The Executive Board will serve as the policy-making body for cooperative decision-making regarding the use of federal transportation funds and other transportation related policies. In addition to this Agreement, the FMPO Board will adopt Operating Procedures. FMPO responsibilities include:

1.1 Determining the metropolitan planning area boundary subject to approval of the Governor;

1.2 Carrying out its federal and state required regional transportation planning processes, including corridor and sub-area studies, in cooperation with the State and transit operators;

1.3 Developing the metropolitan transportation plan and transportation improvement program (TIP) in coordination with other providers of transportation such as regional airports, rail and truck companies, and the unified planning work program (UPWP) in cooperation with the State and transit operators;

1.4 Approving the metropolitan transportation plan, updates, the TIP, and amendments;

1.5 Assisting in the development of a cooperative process to initiate and perform each major investment study involving the State, transit operators, environmental interests, resource and permitting agencies, and appropriate federal agencies;

1.6 Satisfying such other requirements or mandates from the state or federal government; and

1.7 Leveraging resources, identifying projects, and working to secure funding in collaboration with member agencies and other partners.

### **2. Duration and Termination of Agreement**

Upon execution by the Parties, all previous agreements and understandings between the City and the County regarding the FMPO will cease to be effective. This Agreement will remain effective for five (5) years from the Effective Date. This Agreement shall renew automatically, subject to the appropriation of funds by the Parties or the federal or state government for MPO purposes, for one (1) additional five (5) year period. A Party may terminate this Agreement upon at least sixty days prior written notice to the other Party to the Agreement. Terminating the Agreement shall not relieve a Party from those liabilities or obligations already incurred under this Agreement.

### **3. Form and Common Powers of the FMPO**

3.1 The FMPO is a separate legal entity formed pursuant to A.R.S. § 11-952. More specifically, the FMPO is a domestic nonprofit corporation organized pursuant to Title 10, Chapter 25 of the Arizona Revised Statutes.

3.2 The FMPO is governed by an Executive Board that consists of the following voting members:

- Three (3) members of the Flagstaff City Council
- Two (2) members of the Coconino County Board of Supervisors
- One (1) representative from the Arizona Department of Transportation or Arizona State Transportation Board.
- One (1) representative of NAIPTA appointed by the NAIPTA Board of Directors who is not a member of the Flagstaff City Council or County Board of Supervisors.

3.3 As a separate legal entity formed pursuant to A.R.S. § 11-952, the FMPO, subject to existing applicable law, may:

- a. Make and enter into contracts, including contracts, leases or other transactions with one or more of the parties to the agreement forming the separate legal entity.
- b. Employ agents and employees.
- c. Acquire, hold or dispose of property.
- d. Acquire, construct, manage, maintain and operate buildings, works, infrastructure and improvements.
- e. Incur debts, liabilities and obligations.
- f. Sue and be sued.

#### **4. Administrative and Financial Responsibilities**

4.1 The Parties agree that the FMPO will procure administrative and financial services (collectively “Services”) as required to meet its legal and regulatory responsibilities in a manner that best serves the needs of the FMPO as determined by the FMPO Executive Board, and include, but are not limited to:

4.1.1 Administrative services including human resources, personnel policies, legal services, information technology, office space, payroll processing, and other services needed to carry out the business of the FMPO.

4.1.2 Fiscal services including procurement, grant acceptance, auditing, budgeting, and budget adoption.

4.2 Services may be provided by FMPO staff, procured from the public or private sector, or from a Party that is interested in providing the services, and will be memorialized in a separate IGA or contract.

4.3 The City of Flagstaff will continue to provide Services to the FMPO until the FMPO makes different arrangements or until June 30, 2021, whichever is sooner.

#### **5. Executive Leadership and Staffing**

5.1. The FMPO is led by an Executive Director, who is hired by the Executive Board, which sets the compensation and conducts an annual review of the Executive Director.

5.2 The Executive Director hires and supervises FMPO staff.

5.3 The FMPO Board may request that the Executive Director be considered a City of Flagstaff employee for FMPO purposes during the transition period, enter into a contract with the Executive Director, or employ the Executive Director as an employee of the FMPO, selecting the method that best meets the needs of the FMPO.

## **6. Funding and Reimbursement**

For FMPO annual operating support, including grant-related match requirements and non-federal aid eligible expenses, the Parties will make an annual contribution to the FMPO to be determined through the Parties' respective annual budget processes.

For FMPO projects, the Parties will provide the local match to be determined on a project-by-project basis. Factors to be considered to determine which Party will be responsible for the amount and type of match include: (i) grant requirements; (ii) jurisdictional location or authority of a project (e.g., within the City limits, state highway); and (iii) funding allocated through the annual budget process.

## **7. Federal and State Funding**

On FMPO projects, the Parties and the FMPO agree to follow all applicable provisions of federal or state law pertaining to procurement and accounting procedures with regard to the acceptance of federal or state funding.

## **8. Liability and Indemnification**

8.1 Force Majeure. A Party shall not be liable for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the Party that fails to perform, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of said Party.

8.2 Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

## **9. Dispute Resolution**

9.1 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Parties. Unless the Parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the

auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable Party is unwilling to join the mediation.

9.2 Legal Action. This mediation provision is not intended to constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a Party seeks provisional relief under the Arizona Rules of Civil Procedure.

9.3 Litigation and Attorney's Fees. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party.

## 10. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the Party to be notified, or to such other address notice of which is given:

If to City:  
City Manager  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

If to the County:  
County Manager  
Coconino County  
219 E. Cherry Avenue  
Flagstaff, Arizona 86001

## 11. General Provisions

11.1 Authorization to Contract. Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

11.2 Integration; Modification. Each Party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

11.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the City or the County may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of another Party of the Agreement in any capacity or as a consultant to the other Party of the Agreement with respect to the subject matter of this Agreement.

11.4 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a Party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding

or other breach under this Agreement.

11.5 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 or any subconsultant who works on this IGA to ensure compliance with this warranty.

11.5.1 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.

11.5.2 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 A.R.S. § 23-214(A).

11.5.3 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 11.5, "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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

**City of Flagstaff**

**Coconino County**

\_\_\_\_\_  
Coral Evans, Mayor

\_\_\_\_\_  
Lena Fowler, Chair  
Board of Supervisors

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk of the Board

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGED AND AGREED:

Flagstaff Metropolitan Planning Organization, an  
Arizona nonprofit corporation

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Jeff Meilbeck, Executive Director

Approved as to form:

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Mangum, Wall, Stoops & Warden, PLLC  
Legal Counsel for FMPO



# METROPLAN

GREATER # FLAGSTAFF

6 E Aspen Avenue, Suite 200  
Flagstaff, AZ 86001  
928-266-1293  
www.metroplanflg.org

## STAFF REPORT

**REPORT DATE:** March 20, 2020

**MEETING DATE:** April 1, 2020

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Jeff Meilbeck, Executive Director

**SUBJECT:** Discussion and possible action regarding retirement plans including ASRS and SSI

### 1. Recommendation:

- i** 1) Staff recommends the Board approve reading of Resolutions 2020-03 and 2020-04 by title only.
- 2) Staff recommends the Board approve “Arizona State Retirement System Political Subdivision Supplemental Retirement Plan” Resolution 2020-03
- 3) Staff recommends the Board approve “Arizona State Retirement System Social Security Coverage” Resolution 2020-04

### 2. Related Strategic Workplan Item

- i** Complete MetroPlan’s transition to independence so that MetroPlan is fully self-sufficient by June 30, 2020

### 3. Background

- i** Throughout MetroPlan’s transition to independence, it has been assumed that MetroPlan would provide ASRS and Social Security Insurance (SSI) membership to employees. This assumption is based on the fact that ASRS membership is provided to employees of state and local governments including all of MetroPlan’s member agencies: the City, County, Mountain Line, NAU and the State. Furthermore, SSI is a standard benefit that most employees have come to expect. On February 5, 2020, the MetroPlan Executive Board discussed options and provided direction to staff to find a way to maintain both ASRS and SSI membership.



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*MetroPlan becomes independent on July 1, 2020 and needs to formalize a solution to maintain ASRS and SSI benefits for MetroPlan employees as soon as possible. The only way to ensure that ASRS and SSI benefits continue for MetroPlan employees after July 1, 2020 is to enter into an agreement with another member agency to provide these benefits. Specifically, one of MetroPlan's member agencies would need to provide "employees on loan" to MetroPlan. This arrangement means that MetroPlan would reimburse a member agency for the costs of having MetroPlan employees on payroll.*

*Since February 5, 2020, staff of the City of Flagstaff, Coconino County and the Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) have indicated willingness to provide employees on loan to MetroPlan so that ASRS and SSI benefits to MetroPlan employees will continue. MetroPlan appreciates the support of our member agencies and continues discussions so that a solution is assured.*

*While efforts move forward with MetroPlan member agencies to provide employees on loan, MetroPlan still needs to apply for SSI and ASRS insurance as an independent organization. This application process may take a year and a resolution needs to be signed by the MetroPlan Executive Board to begin the process. Signing the resolution will allow staff to pursue SSI insurance and will maintain ASRS eligibility.*

## 4. TAC and Management Committee Discussion

**i** Both the TAC and Management Committee support this item.

## 5. Fiscal Impact

**i** Costs of membership in ASRS and SSI are already budgeted in MetroPlan's 2021 to 2025 budget because these are costs MetroPlan has historically incurred.

*MetroPlan may incur overhead costs if payroll services are provided by the City of Flagstaff and/or Mountain Line and these costs are still being negotiated.*

## 6. Alternatives

**i** 1) Adopt the Arizona State Retirement System's Political Subdivision Supplemental Retirement Plan Resolution (2020-03) and the Social Security Coverage Resolution (2020-04) required to pursue social security coverage and retirement plan and authorizing MetroPlan's Executive Director to sign



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*documents required for ASRS enrollment. (Recommended). This alternative advances our enrollment*

- 2) Do not adopt Arizona State Retirement System's Political Subdivision Supplemental Retirement Plan Resolution (not recommended). This alternative will delay MetroPlan enrollment in ASRS and SSI.*

## 7. Attachments

**i** *ASRS Resolution*

*ASRS Agreement*

*SSI Resolution*

*SSI Agreement*

**ARIZONA STATE RETIREMENT SYSTEM**

**POLITICAL SUBDIVISION SUPPLEMENTAL RETIREMENT PLAN**

**RESOLUTION**

(For Agreement with the Arizona State Retirement System)

WHEREAS, the Flagstaff Metropolitan Planning Organization  
(Name of Political Subdivision)

hereinafter designated the Political Subdivision, through its governing body, desires to establish a retirement plan for all of its eligible officers and employees to be administered by the Arizona State Retirement System (hereinafter designated ASRS) under Article 2 and Article 2.1, Chapter 5, Title 38 of the Arizona Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED, that the Political Subdivision hereby adopts a Supplemental Retirement Plan pursuant to Section § 38-729, Arizona Revised Statutes, for the officers and employees of the Political Subdivision.

BE IT FURTHER RESOLVED, that the Supplemental Retirement Plan adopted by the Political Subdivision shall provide the same retirement benefits and require the same obligations for entitlements as are provided for all other members of the retirement plan established in Article 2, Chapter 5, Title 38, Arizona Revised Statutes.

BE IT FURTHER RESOLVED, the Applicant/employer agrees that it will pay contributions toward the ASRS retirement plan, the health insurance premium benefit plan and the long term disability plan which are determined by the ASRS to be required to fund the benefits available to the participating members.

BE IT FURTHER RESOLVED, that the Political Subdivision hereby approves an agreement, in the form of the agreement attached hereto, providing that the ASRS shall

administer the Supplemental Retirement Plan of the Political Subdivision pursuant to Article 2 and Article 2.1, Chapter 5, Title 38, Arizona Revised Statutes.

BE IT FURTHER RESOLVED, that the Executive Director  
(Position Title)  
is designated as the Authorized Agent of the Political Subdivision and is authorized and directed to execute the Agreement, as submitted, on behalf of the Political Subdivision.

BE IT FURTHER RESOLVED, that said Authorized Agent is further authorized and directed as the representative of the Political Subdivision to conduct all negotiations, conclude all arrangements and sign all agreements and modifications of agreements which may be necessary to carry out the intent of the Agreement in conformity with all applicable Federal and State Laws, rules and regulations.

I, Rosie Wear Clerk/Secretary of the Flagstaff Metropolitan Planning Organization,  
(Name of Political Subdivision)

State of Arizona, do hereby certify the foregoing to be a full, true and correct copy of the resolution adopted by the Executive Board  
(Governing Body)  
Flagstaff Metropolitan Planning Organization, at a regular/special meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, as the same appears on record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Flagstaff Metropolitan Planning Organization \_\_\_\_\_, at my office this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Clerk/Secretary

**STATE OF ARIZONA  
ARIZONA STATE RETIREMENT SYSTEM**

**POLITICAL SUBDIVISION SUPPLEMENTAL RETIREMENT PLAN**

The Flagstaff Metropolitan Planning Organization, a Political Subdivision of  
(Name of Political Subdivision)  
the State of Arizona, hereinafter designated the Political Subdivision, in accordance with the duly adopted Resolution of its governing body on \_\_\_\_\_ 202\_\_, a certified copy of which is attached hereto and incorporated by reference herein, adopting a Supplemental Retirement Plan pursuant to Section § 38-729, Arizona Revised Statutes, hereby enters into this Agreement with the ARIZONA STATE RETIREMENT SYSTEM, hereinafter designated the ASRS, to administer said Supplemental Retirement Plan.

In order to carry into effect the common governmental duties provided in Article 2 and Article 2.1, Chapter 5, Title 38, Arizona Revised Statutes, the Political Subdivision agrees to be bound by the following terms and conditions in consideration of the administration of such Supplemental Retirement Plan by the ASRS and in consideration of the payment of employer and employee contributions and pro rata share of operating and administrative costs, in the event of assessment of such costs, to the ASRS, and the ASRS agrees to take the necessary actions to administer the Supplemental Retirement Plan for officers and employees of the Political Subdivision in conjunction with the operation and administration of the Arizona State Retirement System Plan.

1. **MEMBERSHIP** – All current and future officers and employees of the Political Subdivision shall be eligible for membership in the Supplemental Retirement Plan adopted by the Political Subdivision.
2. **RETIREMENT PROVISIONS** – The Supplemental Retirement Plan shall contain the provisions for its officers and employees as are now provided or may hereafter be provided by the Legislature of the State of Arizona for state officers and employees in Article 2, Chapter 5, Title 38, Arizona Revised Statutes.
3. **COMPLIANCE WITH STATE LAW and ASRS RULES AND POLICIES** – The Political Subdivision agrees to comply promptly and completely throughout the term of this Agreement with the letter and intent of Chapter 5, Title 38, Arizona Revised Statutes, the ASRS Rules and Policies and the Resolution adopted by the governing body of the Political Subdivision establishing a Supplemental Retirement Plan for its officers and employees. The Political Subdivision agrees that no retirement program, exclusive of the Supplemental Retirement Plan shall hereafter be established on behalf of its officers and employees included in the Supplemental Retirement Plan, except as authorized in Arizona Statute.
4. **PAYMENT OF CONTRIBUTIONS** – The Political Subdivision will pay to the ASRS the employer and employee contribution's required in Article 2 and 2.1, Chapter 5, Title 38, Arizona Revised Statutes, and the pro rata share of the cost of administering the Supplemental Retirement Plan, as may be required by the ASRS, at such times as shall be determined by law



9. **BEGINNING DATE** – The effective date of the Supplemental Retirement Plan for officers and employees shall be the first day of the month following the month the agreement is accepted and approved by the ASRS, or as otherwise indicated in the ASRS approval block below, and all payments in this Agreement shall be computed from said date.

10. **NUMBER OF MEMBERS** – The Plan is to apply, upon approval, to approximately 3 employees.

For Flagstaff Metropolitan Planning Organization  
Name of Political Subdivision

Federal Employer Identification Number (Tax I.D.): 3 8 - 4 1 3 1 9 7 1.

Address: 6 E Aspen Avenue, Suite 200  
Flagstaff, AZ 86001

Signed: \_\_\_\_\_  
Authorized Agent Date

Name: Jeff Meilbeck

Title: Executive Director

Telephone Number: 928-266-1293

Approved for coverage to be effective \_\_\_\_\_, 202\_\_\_\_, by the ARIZONA STATE RETIREMENT SYSTEM.

\_\_\_\_\_  
Paul Matson, Director Date

**ARIZONA STATE RETIREMENT SYSTEM**

**SOCIAL SECURITY COVERAGE**

**RESOLUTION**

(For Agreement with the Arizona State Retirement System)

WHEREAS, the Flagstaff Metropolitan Planning Organization,  
(Name of Political Subdivision)

hereinafter designated the Political Subdivision, through its governing body, desires to extend the benefits of Title II of the Federal Social Security Act, as amended, and Title 38, Chapter 5, Article 1, Arizona Revised Statutes, to eligible employees of the Political Subdivision, and

WHEREAS, in order to extend to such eligible employees coverage under the said insurance system, the Political Subdivision must submit for approval by the Arizona Department of Administration Director a plan for such coverage

NOW, THEREFORE, BE IT RESOLVED, that the Political Subdivision shall extend to the employees of the Political Subdivision the benefits of Title II of the Federal Social Security Act, as amended, for all services that constitute employment performed in the employ of the Political Subdivision in conformity with the requirements of the Federal Social Security Act and with the Agreement dated June 29, 1951 between the State of Arizona and the Secretary of Health and Human Services.

BE IT FURTHER RESOLVED that the Political Subdivision hereby adopts a Plan, in the form of the plan attached hereto, providing for the extension of the benefits of Title II of the Federal Social Security Act, as amended, to the employees of the Political Subdivision upon the terms and conditions provided in the Plan.

BE IT FURTHER RESOLVED, that the Executive Director  
(Position Title)

hereby is designated as the Authorized Agent of the Political Subdivision and hereby is authorized and directed to execute the Plan, in the form submitted, on behalf of the Political Subdivision and to forward the same to the State Agency for approval and further action; and.

BE IT FURTHER RESOLVED, that said Authorized Agent is further authorized and directed as the representative of the Political Subdivision to conduct all negotiations, conclude all arrangements and sign all instruments which may be necessary to carry out the letter and intent of the aforesaid Plan in conformity with all applicable Federal and State Laws, rules and regulations.

I, \_\_\_\_\_ Clerk/Secretary of the \_\_\_\_\_, (Name of Political Subdivision) State of Arizona, do hereby certify the foregoing to be a full, true and correct copy of the resolution adopted by the \_\_\_\_\_ of the (Governing Body) \_\_\_\_\_, at a regular/special meeting held on the \_\_\_\_\_ (Name of Political Subdivision) day of \_\_\_\_\_, 202\_\_, as the same appears on record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said \_\_\_\_\_, at my office this \_\_\_\_\_ day of \_\_\_\_\_ (Name of Political Subdivision), 202\_\_.

\_\_\_\_\_  
Clerk/Secretary

STATE OF ARIZONA

PLAN FOR POLITICAL SUBDIVISION  
SOCIAL SECURITY COVERAGE

The Flagstaff Metropolitan Planning Organization, a Political Subdivision of the  
Name of Political Subdivision

The State of Arizona, hereinafter designated Political Subdivision, in accordance with a duly adopted resolution of its governing body on \_\_\_\_\_, 202\_\_, a certified copy of which is attached hereto and incorporated by reference herein, hereby submits its Plan to the ARIZONA DEPARTMENT OF ADMINISTRATION, hereinafter designated State Agency, to include all services performed by each of the eligible employees of Political Subdivision under the Old Age, Survivors, Disability and Health Insurance System established by Title II of the Federal Social Security Act, as amended, in conformity with Section 218 thereof (42 U.S.C.A., § 418) and implemented by Title 38, Chapter 5, Article 1, Arizona Revised Statutes, and applicable Federal and State regulations thereunder.

The Political Subdivision shall be bound by the following terms and conditions in consideration of the agreement dated June 29, 1951, between the Secretary of Health and Human Services and the State of Arizona, for the extension of the Old Age, Survivors, Disability, and Health Insurance System to cover the said employees of the Political Subdivision.

1. All services of each of its eligible employees within the coverage group(s), as defined in Section 218(b) (5) of the said Federal Social Security Act, indicated below by an "X" in the appropriate space, shall be included in the said insurance system coverage. (Mark one of the following):

(A) Employees engaged in performing services in connection with governmental functions.

(B) Employees engaged in performing services in connection with a proprietary function.

2. Political Subdivision will comply promptly and completely with the letter and intent of Title 38, Chapter 5, Article 1, Arizona Revised Statutes, and Section 218 of the Federal Social Security Act and applicable Federal and State regulations adopted pursuant thereto and the agreement entered into under A.R.S. § 38-702.

3. This Plan includes all services performed by each of the eligible employees of the Political Subdivision, except the following statutory exclusions:

- Any services performed by an employee in a position, which on the effective date of this agreement, is covered by a retirement system,
- Services performed by an employee who is employed to relieve him from unemployment,
- Services performed in a home, hospital or other institution by a patient or an inmate thereof,
- Covered transportation services (as defined in Section 210 (a) of the Social Security Act, as amended),
- Services (other than agriculture labor or service performed by a student) which are excluded from employment by any provision of Section 210 (a) of the Social Security Act, as amended, other than paragraph 8 of such section,
- Services of an emergency nature performed on and after January 1, 1968,

The following services are excluded from all agreements by statewide modification of agreement dated June 29, 1951, between the Secretary of the Health and Human Services and the State of Arizona.

- Services performed by a student if the work would be excluded if the work was done for a private employer.
- Services performed in positions of election official or election worker in each calendar year in which the remuneration paid for such service is less than \$1,800.00, as adjusted for each calendar year after 2000 to reflect changes in wages in the economy in accordance with Section 218 (C)(8) of the act.

In addition to the above statutory exclusions and exclusions by statewide modification, Political Subdivision elects to exclude the following, as indicated by an "X" in the appropriate space, from services to be included in the Plan:

- (A) All service in any class or classes of elective positions,
- (B) All service in any class or classes of part-time positions, as defined in Arizona Administrative Code R2-8-104(E),
- (C) All service in any class or classes of positions the compensation for which is on a fee basis,
- (D) Agricultural labor if the work would be excluded if done for a private employer,
- (E) No exceptions.

**Social Security Coverage**

4. The Political Subdivision shall withhold and remit the employee and employer contributions at the rates required by the Federal Social Security Administration and the U. S. Internal Revenue Service.
5. The Political Subdivision shall prepare and submit such wage and other reports as may be required from time to time by the Federal Social Security Administration and the U. S. Internal Revenue Service, and comply with provisions the Commissioner of the Social Security Administration find necessary to assure the correctness and verification of the reports.
6. The coverage as herein provided for all services of each of the eligible employees of the Political Subdivision shall be effective as of \_\_\_\_\_.  
Date
7. After approval of the Plan by the State Agency, the Plan shall constitute a binding and irrevocable agreement between the Political Subdivision and the State of Arizona with respect to the matters herein set forth.

8. That for the purpose of this Plan, the \_\_\_\_\_ Executive Director \_\_\_\_\_ is  
Position Titlehereby designated as the duly authorized agent of the Political Subdivision, and is authorized and directed to conduct all negotiations, conclude all arrangements, sign all Plan amendments, agreements and instructions which may be necessary to carry out the letter and intent of the Plan in conformity with all applicable Federal and State laws, rules and regulations.

9. This Plan is to apply, upon approval, to approximately   3   employees.

For   Flagstaff Metropolitan Planning Organization    
Name of Political Subdivision

Federal Employer Identification Number (Tax I.D.):   3     8   -   4     1     3     1     9     7     1  .

Signed: \_\_\_\_\_  
Authorized Agent \_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

---

Approved by the ARIZONA DEPARTMENT OF ADMINISTRATION Director on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Tracey Cappuccio  
State Social Security Program Administrator

\_\_\_\_\_  
Date

10. The political subdivision is declining to execute a Social Security Section 218 Agreement prior to signing its ASRS Agreement and acknowledges that its employees will not be able to obtain Social Security coverage in the future.

Signed: \_\_\_\_\_  
Authorized Agent Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Submit this document in duplicate. Both copies of this Plan must be signed as originals by the Authorized Agent designated in the Resolution.**

P:\EA\EMPLOYERRELATIONS\NEWEMPLOYER\CONTRACTS\SOC SEC COVERAGESUPPLEMENTAL RETIREMENT.DOC 07 05 2019



# METROPLAN

GREATER † FLAGSTAFF

6 E Aspen Avenue, Suite 200  
Flagstaff, AZ 86001  
928-266-1293  
www.metroplanflg.org

## STAFF REPORT

**REPORT DATE:** March 26, 2020  
**MEETING DATE:** April 1, 2020  
**TO:** Honorable Chair and Members of the Executive Board  
**FROM:** Jeff Meilbeck, Executive Director  
**SUBJECT:** Financial Services Notices to City of Flagstaff and ADOT

### 1. Recommendation:

- i** Staff recommends the Executive Board take two actions: 1) approve a letter of notice to the Flagstaff City Manager terminating administrative and financial services effective June 30, 2020; and 2) approve a letter to ADOT assuming responsibility for administrative and financial services effective July 1, 2020.

### 2. Related Strategic Workplan Item

- i** Complete MetroPlan's transition to independence so that MetroPlan is fully self-sufficient by June 30, 2020

### 3. Background

- i** The City of Flagstaff has provided administrative and financial services to the Flagstaff Metropolitan Planning Organization (FMPO and/or MetroPlan) since 1997. MetroPlan is becoming independent and will be managing its own affairs beginning July 1, 2020.

In order to make this transition, the Arizona Department of Transportation (ADOT) needs two letters:

- 1) ADOT needs to be officially notified that the FMPO is terminating administrative and financial services provided by the City of Flagstaff effective June 30, 2020. This notification needs to include a copy of a letter to the City of Flagstaff indicating that services are being terminated.



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- 2) ADOT needs to be notified that the FMPO will assume responsibility for meeting all administrative, financial, and grant administration duties effective July 1, 2020. This notification will be in the form of a letter to the ADOT Transportation Planning Program Manager in which MetroPlan assumes responsibility for administrative and financial services.

Letters to the Flagstaff City Manager and the ADOT Transportation Planning Program Manager are attached.

### Considerations:

This notice of termination to the City of Flagstaff does not preclude MetroPlan from entering into future IGA's for personnel services with the City or other organizations. This notice of termination simply ends the relationship that currently exists so that new relationships based on the FMPO's independent status can be developed. For example, MetroPlan is currently negotiating IGA's with the City of Flagstaff and Mountain Line for the provision of personnel services effective July 1, 2020.

## 4. TAC and Management Committee Discussion

- i** Support was expressed by both Committees.

## 5. Fiscal Impact

- i** Terminating administrative and financial services with the City of Flagstaff will result in zero net cost to MetroPlan. MetroPlan is currently paying the City of Flagstaff \$44,500 per year, but MetroPlan will incur those costs in other ways in the future. For example, MetroPlan will incur costs of staff time and contracts with the public and/or private sector. There is no net increase or decrease in costs and these expenses are budgeted in FY 2021.

## 6. Alternatives

- i** 1) Approve a letter of notice to the City of Flagstaff terminating administrative and financial services effective June 30, 2020 and approve a letter of notice to ADOT assuming responsibility for administrative and financial services effective July 1, 2020 (recommended). This alternative is recommended because it is required by ADOT and is a necessary step in MetroPlan's independence.



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- 2) *Do not approve a letter of notice to the City of Flagstaff terminating administrative and financial services effective June 30, 2020 and do not approve a letter of notice to ADOT assuming responsibility for administrative and financial services effective July 1, 2020 (not recommended). This alternative is not recommended because it will delay MetroPlan's transition to independence.*

## 7. Attachments

- i** 1) *Letter to the Flagstaff City Manager terminating administrative and financial services effective June 30, 2020*
- 2) *Letter to the ADOT Transportation Planning Program Manager accepting responsibility for administrative and financial services effective July 1, 2020.*
- 3) *ADOT Work Program Amendment DRAFT*
- 4) *MetroPlan Contact List*



# METROPLAN

GREATER # FLAGSTAFF

211 West Aspen Avenue  
Flagstaff, AZ 86001  
928-266-1293  
metroplanflg.org

April 1, 2020

Greg Clifton  
Flagstaff City Manager  
211 West Aspen  
Flagstaff AZ 86001

James Jayne  
Coconino County Manager  
219 E Cherry  
Flagstaff, AZ 86001

Dear Mr. Clifton and Mr. James:

As per the terms of the Amended and Restated Intergovernmental Agreement Regarding the Flagstaff Metropolitan Planning Organization recorded on 10/3/2018 (Master IGA), this letter serves as official notice under section 10 of said IGA that the Flagstaff Metropolitan Planning Organization (MetroPlan and/or FMPO) is terminating administrative and financial services provided by the City of Flagstaff effective June 30, 2020. The FMPO will be responsible for meeting all administrative, financial, and grant administration responsibilities effective July 1, 2020.

This written termination notice is required by the Arizona Department of Transportation (ADOT) as documentation that MetroPlan is assuming responsibility for administrative and financial services. This notice is supported by section 4 of the Master IGA which makes clear that *“The Parties agree that the FMPO will procure administrative and financial services (collectively “services”) as required to meet its legal and regulatory responsibilities in a manner that best serves the needs of the FMPO as determined by the FMPO Executive Board...”*

Further, section 4.3 of the Master IGA states that *“The City of Flagstaff will continue to provide Services to the FMPO until the FMPO makes different arrangement or until June 30, 2021, whichever is sooner.”* Again, this letter of notice makes clear that the FMPO is assuming responsibility for administrative and financial services effective July 1, 2020.

MetroPlan appreciates the 20 plus years that the City of Flagstaff has provided administrative and financial services to our organization. As an independent non-profit with a mission to serve our member agencies of the City, County, NAIPTA, State and NAU, we look forward to an ongoing productive and fruitful relationship as we meet our mission of “Creating the finest transportation system in the Country”.

This letter was approved by formal action of the MetroPlan Executive Board on April 1, 2020. Please contact me with any questions, comments or concerns.

Sincerely,

Jeff Meilbeck  
Executive Director  
Flagstaff Metropolitan Planning Organization (MetroPlan)



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GREATER # FLAGSTAFF

211 West Aspen Avenue  
Flagstaff, AZ 86001  
928-266-1293  
metroplanflg.org

April 1, 2020

John Wennes  
Transportation Planning Program Manager  
ADOT  
206 S 17th Ave  
Phoenix, AZ 85007

Dear Mr. Wennes,

ADOT is herein notified that the Flagstaff Metropolitan Planning Organization (FMPO) has terminated all administrative and financial services provided by the City of Flagstaff effective June 30, 2020. The termination notice to the City is attached for reference. The FMPO will be responsible for meeting all administrative, financial, and grant administration responsibilities effective July 1, 2020.

FMPO is a separate legal entity and was established as a non-profit on May 9, 2019. FMPO uses the nickname of MetroPlan on public relations material, but our official name remains the Flagstaff Metropolitan Planning Organization and we will continue to use that name on legal documents and grants.

Updated contact information is attached to this letter using the format requested by ADOT.

The City of Flagstaff will be closing out FY 2020 on MetroPlan's behalf. As such, all close out FY 2020 statements and year end reconciliations should continue to go to the City of Flagstaff. However, all administrative and grant activity for FY 2021 and beyond should be provided directly to FMPO staff as indicated on the attached contact information.

Following is our new identifying information for contract administration:

Employer Identification Number:	(To be provided securely)
AZ Procurement Portal Supplier Code:	IV0000033611
Dun & Bradstreet Number:	120965650
SAM Cage Code:	8HE44
Bank Account Number:	(To be provided securely)

Sincerely,

\_\_\_\_\_  
Coral Evans                      Date  
Chair, FMPO

\_\_\_\_\_  
Jeff Meilbeck                      Date  
Executive Director, FMPO

CAR Agreement Number	Amendment 1 – GRT-19-0007314-T
AG Contract Number	P0012017003762
AFIS Major Program Number	PFM19
Program/Phase Number(s)	Refer to WP Award Letter(s)
AFIS Payment Number and Address Code	IV0000033611 <b>ADDCODE</b>
Dun & Bradstreet (DUNS) Number	120965650
SAM.GOV CAGE Code	8HE44
Description	Planning Organization Agreement for Work Program Implementation
AFIS GAE Number	Refer to WP Award Letter(s)

**AMENDMENT TO GRANT AGREEMENT**  
 BETWEEN  
 THE STATE OF ARIZONA  
 AND  
 THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION

THIS AMENDMENT TO GRANT AGREEMENT (“Amendment”), established pursuant to Arizona Revised Statutes (A.R.S.), § 28-401, § 28-334, § 28-367et seq., is entered into \_\_\_\_\_, between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, herein referred to as ADOT; and the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION (FMPO) herein referred to as the MPO or SUBRECIPIENT. ADOT and the MPO are collectively referred to as the “Parties”, and individually as ADOT, MPO, and “Party”.

**RECITALS**

1) To ensure a continuing, cooperative, and comprehensive transportation planning process that involves cooperation/coordination between the MPO and ADOT through the sharing of information.

**The Parties desire to amend the original Grant Agreement (“Agreement”) entered into on June 26, 2019. The Parties are amending the Agreement to reflect certain referential and compliance information.**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the Parties desiring to be legally bound, do agree as follows:

- 1) Pursuant to Section 29 of the Agreement, FMPO utilized the services of the City of Flagstaff as a fiscal agent for certain fiscal, human resource, and staff support services.
- 2) FMPO has terminated its fiscal agent agreement with the City of Flagstaff.
- 3) FMPO shall comply with and be bound by all requirements, actions and activities set forth in this Amendment and the Agreement.
- 4) FMPO’s AFIS Payment Number and Address Code have been modified from IV0000002739, Address Code I0003 to IV0000033611, Address Code **???**.
- 5) The Dun & Bradstreet (DUNS) Number has been modified from 088302625 to 120965650.
- 6) The SAM.GOV CAGE Code has been modified from 3KLU3 to 8HE44.
- 7) Except as amended and modified by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year first above written.

**FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION**

**STATE OF ARIZONA, Department of Transportation**

By  
 \_\_\_\_\_  
**Jeff Meilbeck**  
**Executive Director**

By  
 \_\_\_\_\_  
**Gregory Byres, Division Director**  
**Multimodal Planning Division**

**Date**

**Date**

APPROVAL OF THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION

I have reviewed the above referenced Agreement, BETWEEN the ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION, and declare this agreement to be in proper form and within the powers and authority granted to the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED \_\_\_\_\_

---

Attorney for the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION

PAGE RESERVED FOR ATTORNEY GENERAL DETERMINATION

The Attorney General (AG) determination page will be inserted in this Agreement through the electronic DocuSign process as an attachment. When the full document is downloaded, the page will print as the final page of the document and shall be considered to replace this page.

RECIPIENT Contact Information					
	<b>Contract</b>  <b>Legal Signatory</b>  <i>Authorized to Execute Agreement</i>	<b>Attorney Contact</b>  <i>Sign Determination (Agreement in proper form and within the powers and authority granted)</i>	<b>Agreement Contact</b>  <i>Receives Executed Agreement for Official Agency Records</i>	<b>Accounting Contact</b>  <i>Receives Executed Agreement for Funding and Billing Records; Point of Contact for Questions on Billing</i>	<b>Project Manager</b>  <i>Reviews Agreement Content and Starts signature process; Responsible for Managing WP and Tracking Progress</i>
<b>Name</b>	Jeff Meilbeck	Brandon J. Kavanagh Mangum, Wall, Stoops & Warden, P.L.L.C.	Jeff Meilbeck	Rosie Wear	Dave Wessel
<b>Title</b>	Executive Director	Legal Counsel	Executive Director	Business Manager	Planning Manager
<b>Email</b>	<a href="mailto:jeff.meilbeck@metroplanflg.org">jeff.meilbeck@metroplanflg.org</a>	<a href="mailto:bkavanagh@mwsowlaw.com">bkavanagh@mwsowlaw.com</a>	<a href="mailto:jeff.meilbeck@metroplanflg.org">jeff.meilbeck@metroplanflg.org</a>	<a href="mailto:rosie.wear@metroplanflg.org">rosie.wear@metroplanflg.org</a>	<a href="mailto:david.wessel@metroplanflg.org">david.wessel@metroplanflg.org</a>
<b>Phone</b>	Cell: 928-220-2272 Office: 928-266-1293	Phone (928) 779-6951	Cell: 928-220-2272 Office: 928-266-1293	Office: 928-266-1293	Cell: 928-699-3053 Office: 928-266-1293
<b>Mailing Address</b>	6 E Aspen Ave, Suite 200 Flagstaff, AZ 86004				
<b>Remittance Address</b>	6 E Aspen Ave, Suite 200 Flagstaff, AZ 86004				



# METROPLAN

GREATER † FLAGSTAFF

6 E Aspen Avenue, Suite 200  
Flagstaff, AZ 86001  
928-266-1293  
www.metroplanflg.org

## STAFF REPORT

**REPORT DATE:** March 26, 2020

**MEETING DATE:** April 1, 2020

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Jeff Meilbeck, Executive Director

**SUBJECT:** Transition IGA with City of Flagstaff

### 1. Recommendation:

**i** Staff recommends the Board approve an IGA with the City of Flagstaff detailing how transition tasks, funds, and responsibilities will be handled by each organization.

### 2. Related Strategic Workplan Item

**i** Complete MetroPlan's transition to independence so that MetroPlan is fully self-sufficient by June 30, 2020

### 3. Background

**i** The City of Flagstaff has provided administrative and financial services to the Flagstaff Metropolitan Planning Organization (MetroPlan) since 1997. MetroPlan is becoming independent and will be managing its own affairs beginning July 1, 2020. This Intergovernmental Agreement (IGA) identifies the responsibilities and commitments between the City of Flagstaff and MetroPlan, recognizes that the City will cease financial and administrative services for MetroPlan effective June 30, 2020 and recognizes that MetroPlan will be responsible for its own administrative and financial management effective July 1, 2020.

This IGA also documents responsibilities for transferring funds to MetroPlan that are being held by the City of Flagstaff on MetroPlan's behalf. These funds include \$114,000 of City Transportation Funds that Flagstaff City Council approved for transfer on September 17, 2019 and \$283,000 of transit tax funds that were provided to the Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) on February 22, 2018.



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Appropriate documentation of these funding transfers is critical, and the IGA addresses how these transfers will be documented and addressed.

This IGA also contemplates the possibility, and provides the opportunity, for MetroPlan employees to remain employees on loan from the City of Flagstaff through June 30, 2021. The reason for retaining this option is to ensure that MetroPlan employees continue to be eligible for both Arizona State retirement System (ASRS) and Social Security Insurance (SSI) membership. The language in the IGA does not require MetroPlan employees to remain employees on loan from the City of Flagstaff, but it provides the flexibility to proceed in that direction if needed.

## 4. TAC and Management Committee Discussion

**i** No comments

## 5. Fiscal Impact

**i** MetroPlan will request an advance payment of \$114,000 of City Transportation funds that Council approved at the September 17, 2019 meeting and that are being held by the City on MetroPlan's behalf. A final reconciliation shall be addressed between the Parties on such funds as soon as possible after the close of the City's fiscal year, but in no event later than September 30, 2020.

MetroPlan will work with the City and NAIPTA to develop a Transit Tax Agreement Resolution to authorize MetroPlan to utilize \$283,000 of transit tax funds. These funds are in return for MetroPlan funds that NAIPTA was allowed to utilize through the appropriate grant process, as approved by the FMPO Executive Board on February 22, 2018, and approved by the NAIPTA Board of Directors on February 21, 2018.

## 6. Alternatives

- i**
- 1) *Approve the Transition IGA with the City of Flagstaff (Recommended). This alternative is recommended because it makes clear how the transition of services between the City of Flagstaff and MetroPlan will be handled.*
  - 2) *Do not approve the Transition IGA with the City of Flagstaff (not recommended). This alternative is not recommended because it would leave some of the details of the transition open to interpretation and would not provide the level of clarity that a signed IGA provides.*



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## 7. Attachments



*Transition Services Intergovernmental Agreement with the City of Flagstaff  
(Pending)*



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GREATER † FLAGSTAFF

6 E Aspen Avenue, Suite 200  
Flagstaff, AZ 86001  
928-266-1293  
www.metroplanflg.org

## STAFF REPORT

**REPORT DATE:** March 26, 2020  
**MEETING DATE:** April 1, 2020  
**TO:** Honorable Chair and Members of the Executive Board  
**FROM:** Jeff Meilbeck, Executive Director  
**SUBJECT:** IGA with Mountain Line for Personnel and Other Services

### 1. Recommendation:

**i** Staff recommends the Executive Board authorize MetroPlan's Executive Director to sign an IGA with Mountain Line for personnel and other services.

### 2. Related Strategic Workplan Item

**i** Complete MetroPlan's transition to independence so that MetroPlan is fully self-sufficient by June 30, 2020

*Clarify MetroPlan's role and how it will support member agencies in the region.*

*Work with member agencies to identify which grants MetroPlan should pursue so that MetroPlan's role is complimentary to and is not competing with member agencies for the same funding sources.*

### 3. Background

**i** The Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) and the Flagstaff Metropolitan Planning Organization (MetroPlan) have much in common:

- We are both regional organizations focused on transportation
- We both serve the City of Flagstaff, Coconino County and NAU
- We both receive significant federal funding
- We both have close working relationships with grant managers at ADOT
- We are both accountable to an intergovernmental Board of Directors



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GREATER † FLAGSTAFF

- We are both relatively new, small organizations compared to the City, County, ADOT or NAU.

The purpose of an IGA between Mountain Line and MetroPlan is to recognize the synergies that exist between the organizations and to maximize efficiency and effectiveness. This IGA is also a tool for expanding and defining the relationship between Mountain Line and MetroPlan in specific areas as follows:

1. Program of Projects: MetroPlan is obligated to perform public outreach services and meet regulatory requirements for public notifications related to use of federal transportation funds. Although Mountain Line is capable of doing similar work and has a history of comprehensive public participation efforts, MetroPlan is positioned to systematically provide outreach that is required by federal regulation. For example, we include notifications on MetroPlan agendas and provide public notice on the Transportation Improvement Program (TIP). MetroPlan's willingness and ability to provide this federally mandated outreach is an efficient way to ensure that our region is meeting its regulatory responsibilities. Although Mountain Line will continue to do its own outreach as it deems appropriate, MetroPlan will meet the core need and ensure that eligibility for federal funds continues and regulatory requirements for public outreach are met.
2. Mobility Management Section 5310 Funding. Section 5310 funding is designed to meet the needs of people who are elderly or who have disabilities. The State is the direct recipient of 5310 funds and either MetroPlan or Mountain Line can be a sub-recipient. MetroPlan would be the default sub-recipient, so changing the sub-recipient to Mountain Line requires documentation. This IGA will provide that documentation. Historically, Mountain Line has played a lead role in applying for and receiving section 5310 funds for mobility management, and the role of MetroPlan has been supportive of Mountain Line efforts. Delegating authority for 5310 mobility management funds to Mountain Line will allow both organizations to save time. The language in this IGA makes clear that Mountain Line can apply directly to ADOT for funding without having to add a step of working through MetroPlan. By reducing a layer of bureaucracy, funds flow more smoothly and administrative costs are reduced.
3. Personnel Services. In order for MetroPlan to retain eligibility for Arizona State Retirement System (ASRS) and Social Security Insurance (SSI) after June 30, 2020, MetroPlan needs to enter into an "employee on loan" relationship with another agency. This relationship will provide benefits for MetroPlan employees while reimbursing Mountain Line for its costs.



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## 4. TAC and Management Committee Discussion

- i** *Heather Dalmolin, Mountain Line CEO reported that the Mountain Line Board was open to the IGA and wanted to have a discussion at their April Board meeting that included the MetroPlan Executive Director.*

## 5. Fiscal Impact

- i** Pending

## 6. Alternatives

- i**
  - 1) Approve the IGA with Mountain Line (Recommended). This alternative is recommended because it provides personnel services to MetroPlan and provides regulatory and financial efficiencies to Mountain Line.*
  - 2) Do not approve the IGA with Mountain Line. This alternative would risk missing the timeline of June 30, 2020 for the MetroPlan transition to independence and would require MetroPlan staff to either remain employees on loan from the City of Flagstaff or forfeit SSI eligibility.*

## 7. Attachments

- i**
  - 1) IGA for Personnel Services, Public Participation and 5310 Funding (Pending)*
  - 2) ADOT e-mail regarding 5310 mobility management*

# INTERGOVERNMENTAL AGREEMENT

**Between**  
**Flagstaff Metropolitan Planning Organization, DBA MetroPlan**  
**and**  
**Northern Arizona Intergovernmental Public Transportation Authority, DBA Mountain Line**

This Intergovernmental Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), among the Flagstaff Metropolitan Planning Organization ("FMPO" or "MetroPlan"), an Arizona nonprofit corporation, with a legal address of 112 N Elden Street, Flagstaff, Arizona, and Northern Arizona Intergovernmental Public Transportation Authority ("Mountain Line"), a political subdivision of the State of Arizona with offices at 3773 N Kaspar Lane, Flagstaff, Arizona. Mountain Line and MetroPlan may each be referred to in this Agreement individually as a Party, and collectively as the Parties.

## RECITALS

- A. The Parties have authority to enter into this intergovernmental agreement pursuant to A.R.S. § 11-952 for joint exercise of authority and cooperative action.
- B. MetroPlan wishes to procure payroll and personnel management services from Mountain Line and Mountain Line wishes to provide these services.
- C. Mountain Line requires MetroPlan to conduct public participation services and processes as part of federal requirements for public transportation funding and MetroPlan wishes to provide these services.
- D. MetroPlan and Mountain Line mutually desire to establish grant management processes with the State of Arizona that are efficient and effective.
- E. MetroPlan and Mountain Line mutually desire to have Mountain Line manage section 5310 funds for the region.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

### 1. Purpose of the Agreement

The purpose of this Agreement is to identify responsibilities and commitments between the parties.

### 2. Duration and Termination of Agreement

This Agreement will remain effective from the date it is executed by both Parties through June 30, 2025. A Party may terminate this Agreement upon at least sixty (60) days prior written notice to the other Party to the Agreement. Terminating the Agreement shall not relieve a Party from those liabilities or obligations already incurred under this Agreement. The Agreement will renew automatically, subject to the appropriation of funds by MetroPlan or the federal or state government for FMPO purposes, for to two (2) additional terms of five (5) years each, unless this Agreement is cancelled as described above.

### 3. Public Participation

MetroPlan will provide public participation notices and processes for Mountain Line as required to meet federal and state requirements for public participation and open meetings. These

responsibilities include appropriate notification on MetroPlan meeting agendas, advertisement of public opportunity for participation, publication of the Transportation Improvement Program (TIP) and related documents.

#### 4. **Employment of Personnel**

Mountain Line will establish within its personnel system positions to be occupied exclusively by employees to be assigned to MetroPlan, ("Assigned Employees").

4.1 Assigned Employees. All Assigned Employees, including temporary, interns and part-time employees are subject to Mountain Line personnel policies and procedures with the following considerations, exceptions and contingencies.

4.1.1 Terms of employment including but not limited to Paid Time Off (PTO), medical and dental insurance, Arizona State Retirement System (ASRS), Social Security Insurance (SSI), life insurance, deferred compensation, and accrual rates will follow Mountain Line benefits except where MetroPlan employment letters for current employees specifically differ from Mountain Line benefits. In the event that MetroPlan employment letters related to terms of employment or benefits differ from Mountain Line, the terms of the MetroPlan employment letters shall prevail. (See sample appendix A)

4.1.2 The MetroPlan Executive Director is responsible for and authorized to make personnel management decisions in accordance with adopted Mountain Line policies for Assigned Employees, including but not limited to compensation levels, scheduling, travel approvals, classification, job titles, promotions and disciplinary action.

4.1.3 The Mountain Line CEO and General Manager is responsible and authorized to approve or deny personnel management decisions for Assigned Employees that include compensation adjustments, or disciplinary actions under Mountain Line policies and as per MetroPlan's annual adopted budget.

4.1.4 Hiring and termination of Assigned Employees shall be conducted in accordance with adopted Mountain Line Policies.

4.2 MetroPlan Executive Director. The MetroPlan Executive Director, as a contract employee, is also an Assigned Employee and is subject to the adopted Mountain Line Policies, except as set forth in the MetroPlan Executive Director contract and as follows:

4.2.1 MetroPlan Executive Director reports to the MetroPlan Executive Board and serves at the pleasure of the MetroPlan Executive Board.

4.2.2 Pay, benefits and position details for the MetroPlan Executive Director will be established by the MetroPlan Executive Board and a copy of the Executive Director's contract signed by the MetroPlan Executive Board Chair and MetroPlan Executive Director will be provided to Mountain Line. The MetroPlan Executive Director's contract with Mountain Line will include the same terms as his contract with MetroPlan.

4.2.3 All personnel decisions related to the MetroPlan Executive Director including compensation, benefits and disciplinary action are to be determined by and detailed within the contract as agreed up and approved by the MetroPlan Executive Director and Executive Board and not subject to approval of the Mountain Line CEO or Mountain Line Board of Directors.

#### 4.3 Payroll Services.

4.3.1 Mountain Line will issue payroll checks, W-2 forms and other payroll services for Assigned Employees.

4.3.2 MetroPlan will reimburse Mountain Line by the 15<sup>th</sup> of each month for the prior month's payroll expenses plus the related ratio of direct shared cost for staff actually performing payroll and human resource services for MetroPlan as per Section 4 of Mountain Line's Financial Management Plan.

4.3.3 Benefit enrollment shall be conducted by Mountain Line in accordance with adopted Mountain Line Policies.

4.4 Procurement. MetroPlan will be responsible for its own procurement. Mountain Line procurement policies and practices will not apply to MetroPlan activities. Further, Mountain Line will bear no responsibility for MetroPlan procurement practices.

4.5 Travel. MetroPlan will be responsible for its own travel claims and policies. Mountain Line travel policies and practices will not apply to MetroPlan employees. Further, Mountain Line will bear no responsibility for management of MetroPlan.

4.6 Unemployment Claims. Unemployment claim costs incurred by Mountain Line for Assigned Employees will be reimbursed by MetroPlan.

4.7 Workers' Compensation. Actual workers' compensation costs incurred by Mountain Line for Assigned Employees will be reimbursed by MetroPlan.

4.8 Employment Practice Liability. The portion of Mountain Line's employment practice liability insurance incurred by Mountain Line in relation to Assigned Employees will be reimbursed by MetroPlan.

4.9 Other Expenses. Any other expenses incurred by Mountain Line in relation to the Assigned Employees will be reimbursed by MetroPlan.

### 5. **Section 5310 Funds**

MetroPlan designates Mountain Line as the region's responsible agent for mobility management coordination activities and management of 5310 funds. Mountain Line accepts responsibility for management of 5310 funding.

### 6. **Liability and Indemnification**

6.1 Force Majeure. A Party shall not be liable for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, other than those imposed by the Party that fails to perform, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, power failure or any other cause beyond the reasonable control of said Party.

6.2 Indemnification. To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's

fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

6.3 Indemnification Related to Employment. To the fullest extent allowed by law, MetroPlan agrees to indemnify, defend, and hold harmless Mountain Line from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as " Employment Claims") arising out of or relating to Mountain Line's employment of the Assigned Employees.

## 7. Dispute Resolution

7.1 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Parties. Unless the Parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable Party is unwilling to join the mediation.

7.2 Legal Action. This mediation provision is not intended to constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a Party seeks provisional relief under the Arizona Rules of Civil Procedure. Nothing in this Agreement shall be considered a waiver of the requirements of A.R.S. §12-821 or 12-821.01 by either Party.

7.3 Litigation and Attorney's Fees. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees, expenses (including expert witness fees) and court costs from the non-prevailing Party.

## 8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address given below for the Party to be notified, or to such other address notice of which is given:

If to Mountain Line:  
CEO and General Manager  
Mountain Line  
3773 N. Kaspar Drive  
Flagstaff, Arizona 86004

If to MetroPlan:  
Executive Director  
MetroPlan  
6 East Aspen Ave., Suite 200  
Flagstaff, Arizona 86001

## 9. General Provisions

9.1 Authorization to Contract. Each Party represents and warrants that it has full power and

authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

9.2 Integration; Modification. Each Party acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

9.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, either party may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of another Party of the Agreement in any capacity or as a consultant to the other Party of the Agreement with respect to the subject matter of this Agreement.

9.4 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a Party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

9.5 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 or any subconsultant who works on this IGA to ensure compliance with this warranty.

9.5.1 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.

9.5.2 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 A.R.S. § 23-214(A).

9.5.3 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 10.5, "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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first written above.

**Mountain Line/NAIPTA**

**MetroPlan/FMPO**

\_\_\_\_\_  
Heather Dalmolin,  
CEO and General Manager

\_\_\_\_\_  
Coral Evans,  
Board Chair

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

**PROPER FORM AND AUTHORITY:**

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

Dated this \_\_\_ of \_\_\_\_\_, 2020.

Dated this \_\_\_ of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Mountain Line/NAIPTA Legal Counsel  
Dickinson Wright PLLC

By: \_\_\_\_\_  
MetroPlan/FMPO Legal Counsel  
Mangum, Wall, Stoops & Warden, PLLC

4820-1906-7063 v1 [53963-10]



6 E Aspen Avenue, Suite 200  
Flagstaff, AZ 86001  
928-266-1293  
www.metroplanflg.org

## Appendix A - SAMPLE

(Date)

(Employee Name)  
(Employee Address)

Pursuant to the Intergovernmental Agreement (IGA) between Mountain Line and MetroPlan recorded on (date), this letter serves two purposes:

- 1) As a letter of offer for employment with the Northern Arizona Intergovernmental Public Transportation Authority ("Mountain Line") on assignment to Flagstaff Metropolitan Planning Organization ("MetroPlan"), and
- 2) As a letter of resignation from employment with the City of Flagstaff.

By signing this letter, it is agreed that employment with Mountain Line is contingent on the following terms and conditions:

1. I resign my position as (title) with the City of Flagstaff effective June 30, 2020 at 11:59 PM.
2. I accept a position as (title) with Mountain Line on assignment to MetroPlan effective July 1, 2020 at 12:00 AM.
3. I accept that effective on July 1, 2020 at 12:00 AM, the employment and personnel policies of the Mountain Line shall prevail with the following details and specific exceptions:
  - a. Pay Rate is (\$x.xx) per (hour or year), i.e. \$20 per hour or \$40,000 per year
  - b. Pay Range and grade is (x to x); i.e. \$15,000 to \$50,000, grade 15
  - c. Job Description is as attached
  - d. Hire Date (Indicate hire date with MetroPlan, i.e. 4/1/1997)
  - e. Vacation accrual bank as of July 1, 2020 = \_\_\_\_, as recorded and updated by the final payroll issued by the City of Flagstaff, will be carried forward to Mountain Line (indicate projection of vacation hours and commit to it on both sides, i.e. x hours)
  - f. Sick leave accrual bank as of July 1, 2020 = \_\_\_\_, as recorded and updated by the final payroll issued by the City of Flagstaff, will be carried forward to Mountain

Line (indicate a projection of sick leave hours and commit to it on both sides, i.e. x hours)

- g. Vacation accrual rate at x days per year and accrual cap of x hours, per current Vacation Policy (Policy x) of the City of Flagstaff
- h. Sick leave accrual rate at x days per year and accrual cap of x hours, per current Vacation Policy (Policy x) of the City of Flagstaff
- i. Sick leave buy back of 50% of sick leave bank upon retirement from MetroPlan, per current Vacation Policy (Policy x) of the City of Flagstaff
- j. Anything else?

Signed

EMPLOYEE:

METROPLAN:

\_\_\_\_\_  
[Employee Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Meilbeck, Executive Director

\_\_\_\_\_  
Date

SAMPLE

**From:** [Sara Allred](#)  
**To:** [Kate Morley](#); [hdalmolin@naipta.az.gov](mailto:hdalmolin@naipta.az.gov); [Estella Hollander](#); [Jeff Meilbeck](#); [emazza@naipta.az.gov](mailto:emazza@naipta.az.gov)  
**Cc:** [Jill Dusenberry](#)  
**Subject:** FMPO and NAIPTA Mobility Management Grant Eligibility  
**Date:** Tuesday, February 11, 2020 6:06:28 PM

---

I received an email regarding eligibility of NAIPTA to apply as the regional mobility manager when they are not the MPO and cannot find it to reply, so please share this with the appropriate persons if I have missed any recipients.

The MPO / COG mobility management NOFA was written to specify the MPO / COG's as the agents for regional mobility. This is in keeping with the requirement of MPO's to prepare a coordination plan. In the Flagstaff region, NAIPTA has acted as the regional mobility manager and prepared the coordination plan for the region. Unless otherwise notified that this relationship has changed, ADOT will accept NAIPTA as the region's MPO designee for the Coordination activities and thus NAIPTA is considered eligible to apply for the Mobility Management funds. Please let me know if you have any questions.

I had previously discussed this with staff, but had not sent the email. Thank you,

**Sara Allred**

**Assistant Transit Manager**

206 S. 17th Ave. MD 340B

Phoenix, AZ 85007

P. 602.712.4498 F. 602-712-6412

[www.azdot.gov/transitprograms](http://www.azdot.gov/transitprograms)



**Help Desk Availability**

Hours: Monday thru Friday 8am to 5pm MST

Phone: 1-866-449-1425

Email: [azhelpdesk@agatesoftware.com](mailto:azhelpdesk@agatesoftware.com)



# METROPLAN

GREATER † FLAGSTAFF

6 E Aspen Avenue, Suite 200  
Flagstaff, AZ 86001  
928-266-1293  
www.metroplanflg.org

## STAFF REPORT

**REPORT DATE:** March 26, 2020

**MEETING DATE:** April 1, 2020

**TO:** Honorable Chair and Members of the Executive Board

**FROM:** Jeff Meilbeck, Executive Director

**SUBJECT:** Legislative Agenda Update

### 1. Recommendation:

**i** No recommendation is being made but the Board may provide direction related to MetroPlan's legislative agenda.

### 2. Related Strategic Workplan Item

**i** Secure at least \$2.1 Million in resources over the next 5 years in a manner that directly benefits member agencies (at least \$750,000 by June 30, 2021)

Educate State Leadership about the value of indexing the gas tax for inflation with goal of State action by June 30, 2020.

### 3. Background

**i** On February 5, 2020 the MetroPlan Executive Board adopted a resolution in support of increased State transportation funding. The Board also adopted a Strategic Workplan with measurable objectives to secure at least \$2.1 Million in new resources and to educate State leadership about the value of indexing the gas tax for inflation.

Over the past two months MetroPlan's Chair, Mayor Coral Evans, and MetroPlan's Vice Chair, Councilmember Charlie Odegaard, have taken action on both of these items. Specifically, letters were sent to legislative leadership and members of LD6 in support of indexing the gas tax. Additionally, a letter requesting a \$5 Million



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*special budget appropriation for Fourth Street widening was sent to Representative Thorpe.*

*In light of the COVID-19 response, the State budget regarding transportation funding has been put on hold and it is unknown when infrastructure spending will be addressed. As of March 20<sup>th</sup> the Senate had assed a budget but the house had failed to do so.*

## 4. TAC and Management Committee Discussion

**i** *No comments.*

## 5. Fiscal Impact

**i** *There are no costs to MetroPlan for pursuing grant funding, however, if grant funding is received or the gas tax is indexed, funds will support transportation projects of MetroPlan member agencies*

## 6. Alternatives

**i** *None provided.*

## 7. Attachments

**i** *MetroPlan Resolution 2020 – 02 in support of increased Transportation Funding  
Letter to Representative Thorpe requesting \$5M for Fourth Street widening  
Letters to legislative leadership supporting indexing the gas tax*



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928-266-1293  
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## Resolution Number 2020-02

A Resolution of the Flagstaff Metropolitan Planning Organization, dba MetroPlan Executive Board Urging State Leaders to Take Action to Increase State and Local Investment in Transportation Infrastructure

WHEREAS, the road building and maintenance responsibilities of Arizona and its cities and counties are critical to public safety, economic development and quality of life in Arizona, and

WHEREAS, the Highway User Revenue Fund, known as HURF, is the primary resource dedicated to state, county and municipal highway and road construction and maintenance, and

WHEREAS, HURF relies heavily on an 18 cent per gallon motor fuel tax that has not been raised since 1990, and is not indexed for inflation, leading to a substantial degradation in HURF purchasing power as the price of asphalt, rock products and heavy equipment has increased dramatically, and

WHEREAS, the emergence of new and developing technologies in addition to an increase in the sale of electric, hybrid, and other fuel-efficient vehicles will inevitably continue to decrease state and local gas tax revenues, and

WHEREAS, the shifts from HURF to fund state obligations during the Great Recession have diverted over \$1 billion from state and local transportation systems since fiscal year 2009, and

WHEREAS, the reduced allocations from HURF to counties has resulted in counties suspending new construction, substantially decreasing road maintenance activities, and increasing designation of "primitive" roads, and

WHEREAS, the Arizona Association of County Engineers has identified that projected funding for county roadways and bridges will fall short of the necessary amount to maintain the county transportation system by \$2.2 billion over the next 10 years, and

WHEREAS, the need for additional transportation funding is evident from expert studies conducted and no action to authorize such funding will lead to the continued degradation of HURF due to increasing construction costs and technological trends; and

WHEREAS, the Surface Transportation Funding Task Force (the Task Force), a group of transportation experts and economists appointed by the Arizona State Legislature in 2016,

identified that \$40 billion in additional funding for HURF was necessary over the next 20 years to meet state and local transportation needs, and

WHEREAS, the Task Force recommended the funding come from a phased in increase of 20 cents on motor fuel and use fuel taxes that was indexed to inflation, an additional registration fee on alternative fuel vehicles to act as an in-lieu motor fuel tax, a six percent sales tax on motor fuel and use fuel, and an increase in registration and title fees, and

NOW, THEREFORE, BE IT RESOLVED, the MetroPlan Executive Board hereby urges the Governor and Arizona State Legislature to:

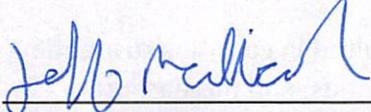
Increase ongoing investment in the state and local transportation systems by, for example, implementing the recommendations of the Surface Transportation Funding Task Force; and

Protect HURF revenues intended for transportation infrastructure investment from transfers for other purposes such as Highway Patrol operations.

APPROVED AND ADOPTED this 5th day of February 2020.

  
\_\_\_\_\_  
Coral Evans, Executive Board Chair, MetroPlan  
Mayor, City of Flagstaff

ATTEST:

  
\_\_\_\_\_  
Jeff Meilbeck, Executive Director, MetroPlan



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928-266-1293  
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February 13, 2020

Representative Bob Thorpe  
1700 W Washington St, Room 345  
Phoenix, AZ 85007

Dear Representative Thorpe,

MetroPlan, in partnership with the City of Flagstaff, respectfully requests that you introduce an appropriation of \$5,000,000 from the State budget surplus to be used for the improvement of the Butler and Fourth Street intersection and adjoining approaches.

Fourth Street and Butler Avenues are critical arterials in Flagstaff's network and essential to future growth south of Butler Avenue, including housing supply to address important affordability issues. These state funds will be leveraged against over \$2,500,000 of private investment in the immediate corridor and the City of Flagstaff will invest another \$2,500,000 to complete the project. ADOT and the City are already partnering to build the Fourth Street bridges over I-40 this year and this appropriation will expand that partnership and complete the corridor.

These improvements are well-studied and supported by City voters. The City is prepared to initiate final design and most of the private investment is ready to go. Roadway reconstruction and the issues it addresses include:

- Expanding the existing roadway from a two to a four-lane minor arterial with bicycle lanes in each direction, ADA compliant sidewalks and traffic control upgrades to address increased vehicular congestion on Fourth Street resulting in unsafe conditions for motorized and non-motorized users;
- Reconfiguration of the Fourth Street and Butler Avenue intersection to address existing and anticipated safety and capacity issues for cars, pedestrians and bicyclists, to correct dangerous flooding conditions and address increased delays at the intersection.

This appropriation creates another opportunity. The City can present it together with the private and City dollars as match against an impending federal grant to extend Fourth Street south and west to J.W. Powell Boulevard.

Please don't hesitate to contact me or MetroPlan Planning Manager, David Wessel, (928-213-2650) if you have any questions.

Best regards,

Charlie Odegaard  
Vice-Chair, MetroPlan Executive Board



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928-266-1293  
[www.metroplanflg.org](http://www.metroplanflg.org)

March 9, 2020

Representative Charlene Fernandez  
District 4  
1700 West Washington St  
Phoenix, AZ 85007

Dear Representative Fernandez:

The Flagstaff Metropolitan Planning Organization (MetroPlan), supports increased transportation funding for the State of Arizona.

The MetroPlan Board is made up of elected officials of the City of Flagstaff and Coconino County and we have passed a resolution in support of increased transportation funding overall (attached). While this resolution stands, I want to make clear that indexing the gas tax for inflation is a high priority. Any additional funding beyond that would be helpful.

Full transportation funding is needed. Indexing the gas tax is a minimal step to keep up with inflation and to ensure that escalating construction costs do not continue to erode the buying power of our infrastructure funding.

As the legislature advances into its final days, I encourage you to support a transportation funding solution that indexes the gas tax.

Thank you for your consideration.

Respectfully,

Coral Evans  
Chair  
MetroPlan Executive Board



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928-266-1293  
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March 9, 2020

Senator David Bradley  
District 10  
1700 West Washington St  
Phoenix, AZ 85007

Dear Senator Bradley:

The Flagstaff Metropolitan Planning Organization (MetroPlan), supports increased transportation funding for the State of Arizona.

The MetroPlan Board is made up of elected officials of the City of Flagstaff and Coconino County and we have passed a resolution in support of increased transportation funding overall (attached). While this resolution stands, I want to make clear that indexing the gas tax for inflation is a high priority. Any additional funding beyond that would be helpful.

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Thank you for your consideration.

Respectfully,

Coral Evans  
Chair  
MetroPlan Executive Board



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March 9, 2020

Representative Russell Bowers  
Speaker of the House  
District 25  
1700 West Washington St  
Phoenix, AZ 85007

Honorable Speaker Bowers:

The Flagstaff Metropolitan Planning Organization (MetroPlan), supports increased transportation funding for the State of Arizona.

The MetroPlan Board is made up of elected officials of the City of Flagstaff and Coconino County and we have passed a resolution in support of increased transportation funding overall (attached). While this resolution stands, I want to make clear that indexing the gas tax for inflation is a high priority. Any additional funding beyond that would be helpful.

Full transportation funding is needed. Indexing the gas tax is a minimal step to keep up with inflation and to ensure that escalating construction costs do not continue to erode the buying power of our infrastructure funding.

As the legislature advances into its final days, I encourage you to support a transportation funding solution that indexes the gas tax.

Thank you for your consideration.

Respectfully,

Charlie Odegaard  
Vice-Chair  
MetroPlan Executive Board



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March 9, 2020

Representative Bob Thorpe  
District 6  
1700 West Washington St  
Phoenix, AZ 85007

Dear Representative Thorpe:

The Flagstaff Metropolitan Planning Organization (MetroPlan), supports increased transportation funding for the State of Arizona.

The MetroPlan Board is made up of elected officials of the City of Flagstaff and Coconino County and we have passed a resolution in support of increased transportation funding overall (attached). While this resolution stands, I want to make clear that indexing the gas tax for inflation is a high priority. Any additional funding beyond that would be helpful.

Full transportation funding is needed. Indexing the gas tax is a minimal step to keep up with inflation and to ensure that escalating construction costs do not continue to erode the buying power of our infrastructure funding.

As the legislature advances into its final days, I encourage you to support a transportation funding solution that indexes the gas tax.

Thank you for your consideration.

Respectfully,

Charlie Odegaard  
Vice-Chair  
MetroPlan Executive Board



# METROPLAN

GREATER † FLAGSTAFF

6 E Aspen Avenue, Suite 200  
Flagstaff, AZ 86001  
928-266-1293  
www.metroplanflg.org

March 9, 2020

Representative Walter Blackman  
District 6  
1700 West Washington St  
Phoenix, AZ 85007

Dear Representative Blackman:

The Flagstaff Metropolitan Planning Organization (MetroPlan), supports increased transportation funding for the State of Arizona.

The MetroPlan Board is made up of elected officials of the City of Flagstaff and Coconino County and we have passed a resolution in support of increased transportation funding overall (attached). While this resolution stands, I want to make clear that indexing the gas tax for inflation is a high priority. Any additional funding beyond that would be helpful.

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As the legislature advances into its final days, I encourage you to support a transportation funding solution that indexes the gas tax.

Thank you for your consideration.

Respectfully,

Charlie Odegaard  
Vice-Chair  
MetroPlan Executive Board



# METROPLAN

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6 E Aspen Avenue, Suite 200  
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928-266-1293  
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March 9, 2020

Senator Karen Fann, Senate President  
District 1  
1700 West Washington St  
Phoenix, AZ 85007

Honorable President Fann:

The Flagstaff Metropolitan Planning Organization (MetroPlan), supports increased transportation funding for the State of Arizona.

The MetroPlan Board is made up of elected officials of the City of Flagstaff and Coconino County and we have passed a resolution in support of increased transportation funding overall (attached). While this resolution stands, I want to make clear that indexing the gas tax for inflation is a high priority. Any additional funding beyond that would be helpful.

Full transportation funding is needed. Indexing the gas tax is a minimal step to keep up with inflation and to ensure that escalating construction costs do not continue to erode the buying power of our infrastructure funding.

As the legislature advances into its final days, I encourage you to support a transportation funding solution that indexes the gas tax.

Thank you for your consideration.

Respectfully,

Charlie Odegaard  
Vice-Chair  
MetroPlan Executive Board



# METROPLAN

GREATER † FLAGSTAFF

6 E Aspen Avenue, Suite 200  
Flagstaff, AZ 86001  
928-266-1293  
www.metroplanflg.org

March 9, 2020

Senator Sylvia Allen  
District 6  
1700 West Washington St  
Phoenix, AZ 85007

Dear Senator Allen:

The Flagstaff Metropolitan Planning Organization (MetroPlan), supports increased transportation funding for the State of Arizona.

The MetroPlan Board is made up of elected officials of the City of Flagstaff and Coconino County and we have passed a resolution in support of increased transportation funding overall (attached). While this resolution stands, I want to make clear that indexing the gas tax for inflation is a high priority. Any additional funding beyond that would be helpful.

Full transportation funding is needed. Indexing the gas tax is a minimal step to keep up with inflation and to ensure that escalating construction costs do not continue to erode the buying power of our infrastructure funding.

As the legislature advances into its final days, I encourage you to support a transportation funding solution that indexes the gas tax.

Thank you for your consideration.

Respectfully,

Charlie Odegaard  
Vice-Chair  
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## STAFF REPORT

**REPORT DATE:** March 26, 2020  
**MEETING DATE:** April 1, 2020  
**TO:** Honorable Chair and Members of the Executive Board  
**FROM:** Jeff Meilbeck, Executive Director  
**SUBJECT:** State Transportation Board Meeting April 17, 2020

### 1. Recommendation:

**i** *No recommendation is being made*

### 2. Related Strategic Workplan Item

**i** *MetroPlan builds trust and credibility*

### 3. Background

**i** *The State Transportation Board has a tradition of meeting in Flagstaff, Arizona in April of each year. Historically, the Flagstaff Metropolitan Planning Organization (MetroPlan) has hosted a dinner and presentation on the Thursday evening prior to the Board meeting. In light of the public health crisis, the April 16th reception has been cancelled and the April 17<sup>th</sup> Board meeting will be electronic.*

*MetroPlan staff are working with staff of member agencies to prepare appropriate talking points for the MetroPlan Board Chair. The intention is to provide welcome, recognize member agency activities and express gratitude for support of local projects. It is estimated the comments will take about 3 to 5 minutes.*



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## 4. TAC and Management Committee Discussion

**i** *The TAC discussed this topic at length and this staff report reflects their comments. The Management Committee concurred with the approach.*

## 5. Fiscal Impact

**i** *None*

## 6. Alternatives

**i** *None provided.*

## 7. Attachments

**i** *None*

## FMPO Funding Sources & Eligible Applicants Matrix

Prepared February 2020

Annual Funding									
Source	Program	Abbreviation	Range / Amount	Eligible Applicants					
				MetroPlan	City of Flagstaff	Coconino County	Mountain Line	ADOT	NAU
Federal Highway Administration	Metropolitan Planning	PL	\$122,000	✓					
FHWA-ADOT	State Planning & Research	SPR	\$125,000	✓					
FHWA	Surface Transportation Block Grant	STBG	\$466,000	✓	✓	✓	✓	✓	✓
Federal Transit Administration	Metropolitan & Statewide Planning	5305d	\$38,000	✓					

In-State Competitive Grants									
Source	Program	Abbreviation	Range / Amount	Eligible Applicants					
				MetroPlan	City of Flagstaff	Coconino County	Mountain Line	ADOT	NAU
FHWA	Highway Safety Improvement Program	HSIP	\$5,000,000	✓	✓	✓		✓	✓
FHWA	Transportation Alternative Program	TAP	\$1,000,000		✓	✓	✓	✓	✓
FTA-ADOT	Metropolitan & Statewide Planning	5305e	\$300,000	✓			✓		✓
FHWA	Railway Highway Crossings Program				✓	✓		✓	
FHWA	Federal Lands Access Program	FLAP	\$250,000 - \$30,000,000		✓	✓		✓	
State of Arizona	Special Appropriation		\$3,000,000 - \$20,000,000	✓	✓	✓	✓	✓	✓

In-State Partnership Opportunity									
Source	Program	Abbreviation	Range / Amount	Eligible Applicants					
				MetroPlan	City of Flagstaff	Coconino County	Mountain Line	ADOT	NAU
FHWA	Surface Transportation Block Grant	STBG, etc.	Varies	✓	✓	✓	✓	✓	✓

National Competitive Grants									
Source	Program	Abbreviation	Range / Amount	Eligible Applicants					
				MetroPlan	City of Flagstaff	Coconino County	Mountain Line	ADOT	NAU
USDOT	Better Utilizing Investments to Leverage Development	BUILD	\$5,000,000-\$200,000,000	✓	✓	✓	✓	✓	✓
FHWA	Infrastructure for Rebuilding America	INFRA	\$5,000,000 - \$100,000,000		✓	✓	✓	✓	✓
FHWA	Advanced Transportation and Congestion Management Technologies Deployment	ATCMTD	\$60,000,000 nationwide		✓	✓	✓	✓	✓
FRA	Consolidated Rail Infrastructure and Safety Improvements	CRISI	\$250,000,000 nationwide		✓	✓		✓	
U.S. Congress	Special Appropriation		varies	✓	✓	✓	✓	✓	✓

## FMPO Funding Sources & Eligible Uses Matrix

Prepared February 2020

Confidence or Probability Level High Medium Low

Annual Funding									
				Eligible Uses					
Source	Program	Abbreviation	Amount	Staff	Overhead	Planning / Data	Construction	Match	Non-eligible Activity
Federal Highway Administration	Metropolitan Planning	PL	\$122,000						
FHWA-ADOT	State Planning & Research	SPR	\$125,000						
FHWA	Surface Transportation Block Grant	STBG	\$466,000						
Federal Transit Administration	Metropolitan & Statewide Planning	5305	\$38,000						

In-State Competitive Grants									
				Eligible Uses					
Source	Program	Abbreviation	Range Amount	Staff	Overhead	Planning	Construction	Match	Non-eligible Activity
FHWA	Highway Safety Improvement Program	HSIP	\$5,000,000						
FHWA	Transportation Alternative Program	TAP	\$1,000,000						
FTA-ADOT	Metropolitan & Statewide Planning	5305	\$300,000						
FHWA	Railway Highway Crossings Program								
FHWA	Federal Lands Access Program	FLAP	\$250,000 - \$30,000,000						
State of Arizona	Special Appropriation		\$3,000,000 - \$20,000,000						

In-State Partnership Opportunity									
				Eligible Uses					
Source	Program	Abbreviation	Range Amount	Staff	Overhead	Planning	Construction	Match	Non-eligible Activity
FHWA	Surface Transportation Block Grant	STBG, etc.	Varies						

National Competitive Grants									
				Eligible Uses					
Source	Program	Abbreviation	Range Amount	Staff	Overhead	Planning	Construction	Match	Non-eligible Activity
USDOT	Better Utilizing Investments to Leverage Development	BUILD	\$5,000,000-\$200,000,000						
FHWA	Infrastructure for Rebuilding America	INFRA	\$5,000,000 - \$100,000,000						
FHWA	Advanced Transportation and Congestion Management Technologies Deployment	ACTMTD	\$60,000,000 nationwide						
FRA	Consolidated Rail Infrastructure and Safety Improvements	CRISI	\$250,000,000 nationwide						
U.S. Congress	Special Appropriation		varies						



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## Strategic Workplan January 1, 2020 to June 30 2021

### Vision:

To create the finest transportation system in the country.

### Mission:

Leverage cooperation to maximize financial and political resources for a premier transportation system.

### Guiding Principles

- MetroPlan is focused:
  - Adopts clearly delineated objectives
  - Provides ambitious and credible solutions
  - Strategically plans for political and financial realities and possibilities
- MetroPlan leads regional partners:
  - Provides targeted, effective and prolific communication to “speak with one voice”
  - Advocates for implementation, coordination and commitment
  - Provides collaborative leadership among and through its partners
  - Accountable for leveraging plans that lead to successful construction and services
- MetroPlan leverages resources:
  - Strategically leverages project champions and other plans
  - Writes and secures competitive grants
- MetroPlan plans for resiliency:
  - Invests time and resources to expand mode choice
- MetroPlan is fair and equally representative
- MetroPlan builds trust and credibility
  - Exhibits integrity in its work products
  - Exercises openness and transparency
  - Delivers on its promises

### 5 Year Horizon:

- Convenes local, state and federal policy discussions to influence policy makers for transportation funding purposes.
- Facilitates communication and planning between member agencies to identify shared priorities, align goals and advance projects with one consolidated regional voice.

- Creates a climate of synergy and collaboration and maximizes resources by leading planning efforts on multijurisdictional projects that are shared member agency priorities or that member agencies and community partners cannot complete on their own.
- Informs outside and surrounding regional communities of what resources Metro Plan offers.
- Shares innovative practices that enhance member agencies ability to deliver transportation improvements.

### **Measurable Objectives**

1. Complete MetroPlan’s transition to independence so that MetroPlan is fully self-sufficient by June 30, 2020.
2. Increase name recognition and understanding of MetroPlan’s role by conducting at least 10 outreach presentations to local and State groups and committees by June 30, 2021.
3. Clarify MetroPlan’s role and how it will support member agencies in the region by inventorying regional priorities, evaluating projects through a relevant prioritization matrix, choosing 3 top projects for MetroPlan and identifying the role MetroPlan will play in each project.
4. Work with member agencies to identify which grants MetroPlan should pursue so that MetroPlan’s role is complimentary to and is not competing with member agencies for the same funding sources by September 30, 2021 by...
  - Inventorying available funding sources for transportation projects and present opportunities including what funds are available and which agencies are eligible
  - Identifying which grants MetroPlan will pursue and what role MetroPlan will play such as writing grants, providing technical assistance, or providing letters of support.
5. Participate in, review, and take formal action in support of -- or recommending adjustments to -- ADOT’s Milton/Hwy 180 plan by June 30, 2021.
6. Consider restoring funding in the TIP to small-scale improvements around key multimodal safety projects by providing at least \$50,000 per year of MetroPlan funds to member agency projects as match.
7. Secure at least \$2.1 Million in resources over the next 5 years in a manner that directly benefits member agencies (at least \$750,000 by June 30, 2021)
8. Consider pursuing an additional \$300,000 for the Lone Tree TI design by June 30, 2020
9. Support member agency efforts to secure a low interest loan to reduce local taxpayer interest expense by at least \$10,000,000 from budgeted amounts by June 30, 2021
10. Complete an update to the Regional Transportation Model by December 31, 2020.
11. Initiate 20 year Regional Transportation Plan (RTP) process and have scope completed and team assembled by December 31, 2020
12. Participate in City-led outreach and design efforts on the Lone Tree Corridor (JWP to Butler) and Lone Tree Railroad Overpass through June 30, 2021
13. Educate State Leadership about the value of indexing the gas tax for inflation with goal of State action by June 30, 2020.
14. Review and revise mandated compliance documents including Title VI, DBE Policy, State Performance Targets
15. Define what it means to be “the finest transportation system in the Country”.