



# METROPLAN

GREATER † FLAGSTAFF

## AGENDA

### Executive Board Meeting

1:00 – 3:00 PM

December 5, 2024

#### Teams Virtual Meeting

Join on your computer, mobile app or room device.

[Join the meeting now](#)

Meeting ID: 265 860 975 242

Passcode: sNuaGv

#### In-Person Location

City Hall

City Council Chambers

211 W. Aspen

Flagstaff, AZ 86001

Regular meetings and work sessions are open to the public. Persons with a disability may request a reasonable accommodation by contacting MetroPlan via email at [planning@metroplanflg.org](mailto:planning@metroplanflg.org). The MetroPlan 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 as early as possible to allow time to arrange the accommodation.

PURSUANT TO A.R.S. §38-431.02, as amended, NOTICE IS HEREBY GIVEN to the general public that the following Notice of Possible Quorum is given because there may be a quorum of MetroPlan's Technical Advisory Committee present; however, no formal discussion/action will be taken by members in their role as MetroPlan Technical Advisory Committee.

**Public Questions and Comments must be emailed to [planning@metroplanflg.org](mailto:planning@metroplanflg.org) prior to the meeting or presented during the public call for comment.**

#### 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 MetroPlan Executive Board and to the general public that, at this regular meeting, the MetroPlan Executive Board may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the MetroPlan Executive Board's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

#### EXECUTIVE BOARD MEMBERS

- Jeronimo Vasquez, Coconino County Board of Supervisors, Chair
- Miranda Sweet, Flagstaff City Council, Vice-Chair
- Judy Begay, Coconino County Board of Supervisors
- Austin Aslan, Vice Mayor of Flagstaff
- Tony Williams, Mountain Line Board of Directors
- Jim McCarthy, Flagstaff City Council
- Jamescita Peshlakai, Arizona State Transportation Board Member
- Patrice Horstman, Coconino County Board of Supervisors (*alternate*)
- Becky Dagget, Mayor of Flagstaff (*alternate*)

#### METROPLAN STAFF

- Kate Morley, Executive Director
- David Wessel, Planning Manager
- Mandia Gonzales, Transportation Planner
- Sandra Tavel, Transportation Planner
- Kim Austin, Transportation Demand Manager
- Corey Cooper, Safe Routes to School Coordinator
- Ty Holliday, Montoya Fellow
- Aubree Flores, AmeriCorp Fellow

## **A. PRELIMINARY GENERAL BUSINESS**

### **1. CALL TO ORDER**

### **2. ROLL CALL**

### **3. 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.*

### **4. APPROVAL OF MINUTES**

(Pages 5-10)

Executive Board Regular Meeting Minutes of October 3, 2024

### **5. CONSENT AGENDA**

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

## **B. GENERAL BUSINESS**

### **1. RECOGNITION OF DEPARTURES**

MetroPlan Staff: Kate Morley

Recommendation: None

### **2. CONSIDER ELECTION OF A CHAIR AND A VICE-CHAIR FOR METROPLAN EXECUTIVE BOARD**

(Pages 11-12)

MetroPlan Staff: Kate Morley

Recommendation: Staff recommends the Executive Board elect a new Chair and Vice-Chair for the term January 1, 2025, to December 31, 2025.

### **3. CONSIDER RESTATED METROPLAN MOUNTAIN LINE INTERGOVERNMENTAL AGREEMENT**

(Pages 13-26)

MetroPlan Staff: Kate Morley

Recommendation: Staff recommends that the Board delegate the authority to finalize and approve the Restated MetroPlan Mountain Line Intergovernmental Agreement to the Executive Director.

4. **CONSIDER SOCIAL MEDIA POLICY** (Pages 27-32)  
MetroPlan Staff: Aubree Flores  
Recommendation: Consider Adoption of Social Media Policy
5. **SAFE STREETS MASTER PLAN (SSMP) UPDATE** (Pages 33-35)  
MetroPlan Staff: David Wessel  
Recommendation: None. For information and discussion only.
6. **WEST ROUTE 66 OPERATIONAL ASSESSMENT UPDATE** (Pages 36-38)  
MetroPlan Staff: Mandia Gonzales  
Recommendation: None. For information and discussion only.
7. **FY2025 QUARTER 1 FINANCIAL REPORT** (Pages 39-41)  
MetroPlan Staff: Kate Morley  
Recommendation: None. For information and discussion only.
8. **UPDATE ON KEY PERFORMANCE INDICATORS** (Page 42)  
MetroPlan Staff: Kate Morley  
Recommendation: None. For information and discussion only.
9. **METROPLAN HAPPENINGS** (Pages 43-44)  
MetroPlan Staff: Kate Morley  
Recommendation: None. For information and discussion only.

### **C. CLOSING BUSINESS**

#### **1. 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.*

#### **2. NEXT SCHEDULED EXECUTIVE BOARD MEETING**

**January 9, 2025**

#### **3. ADJOURN**

*The Transportation Improvement Program (TIP) includes the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) final program of projects for Sections 5307 and 5339 funding under the Federal Transit Administration unless amended. Public notice for the TIP also satisfies FTA public notice requirements for the final program of projects. The MetroPlan Public Participation Plan (PPP) provides public participation notices and processes for NAIPTA as required to meet federal and state requirements for public participation and open meetings.*

### **CERTIFICATION OF POSTING OF NOTICE**

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Mountain Line Front Office on December 2, 2024 at 12:00 pm.



Mandia Gonzales, Transportation Planner

Dated this November 27, 2024



# METROPLAN

GREATER † FLAGSTAFF

## MINUTES

### Executive Board Meeting

1:00 – 3:00 PM

October 3, 2024

#### Teams Virtual Meeting

Join on your computer, mobile app or room device.

[Click here to join the meeting](#)

Meeting ID: 278 344 575 57

Passcode: wRauVK

#### In-Person Location

City Hall

City Council Chambers

211 W. Aspen

Flagstaff, AZ 86001

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

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#### EXECUTIVE BOARD MEMBERS

- X Jeronimo Vasquez, Coconino County Board of Supervisors, Chair Left at 1:57 p.m.
- X Miranda Sweet, Flagstaff City Council, Vice-Chair
- X Judy Begay, Coconino County Board of Supervisors
- X Austin Aslan, Vice Mayor of Flagstaff Arrived at 1:02 p.m.
- X Tony Williams, Mountain Line Board of Directors
- X Jim McCarthy, Flagstaff City Council
- X Jamescita Peshlakai, Arizona State Transportation Board Member Arrived at 1:13 p.m.
- Patrice Horstman, Coconino County Board of Supervisors (*alternate*)
- Becky Dagget, Mayor of Flagstaff (*alternate*)

#### METROPLAN STAFF

- X Kate Morley, Executive Director
- David Wessel, Planning Manager Excused
- X Mandia Gonzales, Transportation Planner
- X Sandra Tavel, Transportation Planner
- X Kim Austin, Transportation Planner
- X Corey Cooper, Safe Routes to School Coordinator
- X Karen Moeller, Admin. Assistant & Clerk of the Board
- Ty Holliday, Montoya Fellow Excused
- X Aubree Flores, AmeriCorp Fellow

**A. PRELIMINARY GENERAL BUSINESS**

**1. CALL TO ORDER**

Vice-Chair Sweet called the meeting to order at 1:00 p.m.

**2. ROLL CALL**

**3. 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.*

There was no public comment.

**4. APPROVAL OF MINUTES**

(Pages X-X)

Executive Board Regular Meeting Minutes of September 5, 2024

Member McCarthy made the motion to approve the Executive Board Regular Meeting Minutes of September 5, 2024. The motion was seconded by Member Begay .

The motion passed unanimously.

**5. CONSENT AGENDA**

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

**a. CONSIDER TITLE VI POLICY UPDATE**

MetroPlan Staff: Karen Moeller

Recommendation: Staff recommends the Board adopt the updated Title VI Policy as presented

Member McCarthy asked that this item be pulled from the consent agenda for discussion.

**b. CONSIDER METROPLAN SUBRECIPIENT RISK ASSESSMENT TOOL UPDATE**

MetroPlan Staff: Kate Morley

Recommendation: Staff recommend the Board adopt updated MetroPlan Subrecipient Risk Assessment Tool.

Member Mc Carthy made the motion to approve the Consent Agenda item b. as presented. The motion was seconded by Member Begay. The motion passed unanimously.

Member McCarthy asked about the date on the original Title VI Policy. It was confirmed that this policy was updated and approved at the May Executive Board Meeting on May 2, 2024, and after this is approved today the date on the report will be changed. Further member McCarthy asked that reformat the one page that has only one word.

Member McCarthy made the motion to approve Consent Agenda item a. with requested changes.

The motion was seconded by member Begay. The motion passed unanimously.

## **B. GENERAL BUSINESS**

### **1. ADOT PLANNING TO PROGRAMMING (P2P) PROJECT PRIORITIZATION AND SCORING CRITERIA, PROCESS AND TIMELINE**

MetroPlan Staff: Sandra Tavel

Recommendation: None. This item is for information and discussion only.

Transportation Planner Tavel presented the ADOT P2P Project Prioritization and Scoring Criteria, Process, and Timeline. There were no comments or questions from the Board.

### **2. CONSIDER LEGISLATIVE AGENDA**

MetroPlan Staff: Sandra Tavel

Recommendation: Staff recommendation the Board consider adopting the proposed legislative agenda.

Transportation Planner Tavel presented the draft FY25 Legislative Agenda.

Member Aslan stated MetroPlan is committed to partnering with the Dark Sky Coalition He wondered if there is a way to work education on the importance of dark sky lighting into the agenda. In addition, Member Aslan asked that support for wildlife crossings be included in the request as well.

Executive Directory Morley said that the motion could be made with the requested additions.

Member McCarthy stated he is supportive of the wildlife crossing and dark sky changes as is Vice-Chair Sweet.

Member Peshlakai was pleased the items were placed on the agenda.

Member Aslan made the motion to adopt the proposed legislative agenda with the addition of education on the need for dark sky standards and support the funding of wildlife crossings . The motion was seconded by Member McCarthy. The motion passed unanimously.

### **3. MICROMOBILITY SHARE PROGRAM UPDATE**

MetroPlan Staff: Kim Austin

Recommendation: None. This item is for information and discussion only.

Transportation Planner Austin presented the Micromobility Share Program update.

Member Aslan said the plan makes sense with overall goals and fits into Active Transportation Master Plan and “Big Shift” priorities. He stated the City of Flagstaff has had extensive conversations about micromobility which was resource heavy and took much time to talk about the idea. He said that he supports such a program and believes we should move forward. Further Member Aslan wondered how the use on sidewalks will be addressed.

Member Williams said he is supportive of the concept as well. He appreciates the research that has been done. He said safety needs to be addressed and suggested staff think about how people be educated to use such devices?

Member McCarthy said he has some concerns about safety and the use of scooters on the sidewalks.

Jenny Niemann, Climate Action Section Director, City of Flagstaff Sustainability Office was invited to speak by the Chair. She Provided background on previous micromobility programs in the City.

Member McCarthy recommended that experiences from other areas much be incorporated.

Member Peshlakai stated there is an increase in the elderly population and micromobility devices are not safe for that population. She asked that be investigated in the study.

Member Begay said that the research should include site visits for areas where such devices are in use and share safety concerns.

Member Aslan asked what NAU’s involvement in this process might be.

Executive Director Morley explained that NAU recognizes these devices will be on campus as well as ADOT realizing that these devices will also be on ADOT roads, and the interagency impacts is one of the reasons MetroPlan is looking at this. She further stated that MetroPlan is not set up to be the implementation agency.



Member Aslan asked about winter impacts and how these devices will be used. Executive Director Morley said many places will have a policy to “hibernate” the devices.

Jenny Niemann said we would be having a 3<sup>rd</sup> party company operating the program and would know they would do their best to properly operate. The scooters and bikes are meant to be out 365 days a year.

Member McCarthy wondered if these devices would reduce the number of bicycle and pedestrian trips. Jenny Niemann said that one estimate that 25-30% of all trips replaced a car trip. She has also seen that it might mean that some do not need to walk for various reasons and as more research is done, there should be information on walking and bicycling.

The Board was supportive of the study and seeing recommendations from it.

#### **4. FINAL REPORT ON BLOOMBERG CHESHIRE SLOW STREET ASPHALT ART PROJECT**

MetroPlan Staff: Aubree Flores

Recommendation: None. This item is for information and discussion only.

AmeriCorp Fellow Flores presented the Final Report on Bloomberg Cheshire Slow Street Asphalt Art Project.

Vice-Chair Sweet asked if this could become a permanent situation. Staff indicated the Transportation Commission heard this presentation and recommended keeping this project in place through the winter as long as it looks good.

#### **5. METROPLAN HAPPENINGS**

MetroPlan Staff: Kate Morley

Recommendation: None. This item is for information and discussion only.

Executive Director Morley presented MetroPlan Happenings.

## **C. CLOSING BUSINESS**

### **1. 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.*

No items from the Board.

### **2. NEXT SCHEDULED EXECUTIVE BOARD MEETING**

November 7, 2024

### **3. ADJOURN**

Vice-Chair Sweet adjourned the meeting at 2:13 p.m.

*The Transportation Improvement Program (TIP) includes the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) final program of projects for Sections 5307 and 5339 funding under the Federal Transit Administration unless amended. Public notice for the TIP also satisfies FTA public notice requirements for the final program of projects. The MetroPlan Public Participation Plan (PPP) provides public participation notices and processes for NAIPTA as required to meet federal and state requirements for public participation and open meetings.*



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## STAFF REPORT

**REPORT DATE:** November 15, 2024

**MEETING DATE:** December 5, 2024

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

**FROM:** Kate Morley, Executive Director

**SUBJECT:** Consider Election of a Chair and a Vice-Chair for MetroPlan Executive Board

### 1. RECOMMENDATION:

Staff recommends the Executive Board elect a new Chair and Vice-Chair for the term January 1, 2025 to December 31, 2025.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 2:** Deliver Plans that Meet Partner and Community Needs

**Objective 2.4:** Position partners for successful implementation of plans.

### 3. BACKGROUND:

MetroPlan's By-Laws have established requirements for the Chair and Vice-Chair of the Executive Board. Section 6.1.1. of the By-Laws states:

**6.1.1** The members of the FMPO Executive Board shall elect a Chairperson and a Vice Chairperson. In the absence of the Executive Board Chair, or upon her/his inability to act or serve, the Vice Chairperson shall have the powers of the Chairperson. The Chairperson and Vice Chairperson will serve without compensation and shall serve for a period of one year. The Executive Board may reappoint members to additional terms as Chairperson or Vice Chairperson, except that a person may not serve in these positions for more than three consecutive years.

Chair Vasquez has served one (1) year as the Chair and two (2) years as the Vice Chair. Vice Chair Sweet has served in this role for one (1) year. Historically, the Board has ensured the Chair and Vice Chair represent different member agencies.



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#### 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

The item was not presented to the TAC. The Management Committee had no comments.

#### 5. FISCAL IMPACT:

There is no fiscal impact.

#### 6. ALTERNATIVES

**Recommended:** Elect a new Chair and Vice-Chair for the term January 1, 2025 to December 31, 2025.

**Not Recommended:** Do not elect a new Chair and Vice Chair. If the election does not take place, there will be a leadership gap on the Executive Board and the continuity of meetings may be interrupted.

#### 7. ATTACHMENTS:

None



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## STAFF REPORT

**REPORT DATE:** November 19, 2024

**MEETING DATE:** December 5, 2024

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

**FROM:** Kate Morley, Executive Director

**SUBJECT:** Consider Delegating the Authority to Finalize and Approve Restated MetroPlan Mountain Line Intergovernmental Agreement to the Executive Director

### 1. RECOMMENDATION:

Staff recommends that the Board delegate the authority to finalize and approve the Restated MetroPlan Mountain Line Intergovernmental Agreement to the Executive Director.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 1: Maximize Funding for Transportation Projects and Programs

Objective 1.1: Align capital and programmatic needs with priorities and fund sources.

### 3. BACKGROUND:

#### History of Intergovernmental Agreements

MetroPlan and Mountain Line entered into an Intergovernmental Agreement (IGA) on April 16, 2020.

The main components of the IGA established the relationship between the organizations for federally required public outreach and the Transportation Improvement Program, created the relationship for the employment of MetroPlan personnel through Mountain Line, and enabled collaboration on mobility management activities through the Federal Transit Administration (FTA) 5310 grant program.

The First Amendment to the IGA was entered into on August 16, 2020. It clarified partnership on the 5310 program, established partnership for 5305e transit planning funds, and included Mountain Line compensation to MetroPlan for transit activities in amount of \$283,000.



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The Second Amendment was entered into on January 1, 2023, and established the lease of Mountain Line space by MetroPlan and allowed for the use of internet at the facility.

The Third Amendment was entered into on November 7, 2023. This amendment expanded the use of leased MetroPlan space and provided for MetroPlan to purchase expanded IT services beyond internet use from Mountain Line.

## **Purpose of this Restated IGA**

MetroPlan was recently awarded two grants in collaboration with Mountain Line. One is the Safe Routes to School grant through the Transportation Alternatives program, funded by Federal Highway Administration through the Arizona Department of Transportation, to study a left turn off of Pine Cliff onto Cedar Hill to better serve schools in the area. The second is the Safe Streets Master Plan funded through Safe Streets and Roads for All (SS4A), which will incorporate transit into land use, zoning and code recommendations. Staff considered these additional amendments and instead propose to restate the IGA, that merges all changes created through the various amendments, and includes a new section on Federal Funding Opportunities (see draft section 5.4) which would create the required agreement to exchange money on the two grants above but also allow the Executive Officers of each organization to partner further on such opportunities in writing *without the need to execute additional IGAs*.

## **Substantive Changes**

Below is a list of other substantive changes that are suggested based upon review of the existing IGA and its Amendments:

- The lease portion of the agreement has been expanded to recognize the future use of the Downtown Connection Center (DCC) by MetroPlan. It also includes a one-time tenant improvement fee due to Mountain Line in the amount of \$100,000. The tenant improvement fee is to pay for the outfitting of MetroPlan spaces as well as portion of shared space that includes kitchen, restrooms, and conference areas to be used by MetroPlan and is refundable on a pro-rated basis if the MetroPlan lease agreement is terminated prior to term of the IGA (5 years). It also clarifies the ownership of furniture between Mountain Line and MetroPlan. The lease agreement increases the annual value of the lease to \$15,000 and now includes an annual Consumer Price Index (CPI) increase. However, the rent may be paid as in-kind for a grant.
- A new clock for the termination of the IGA begins and has a timeline of 5 years, plus an option for two (2) additional 5-year terms.
- The section on the \$283,000 payment to MetroPlan by Mountain Line for transit activities is removed, as the project is complete.
- Two conflicting travel sections have been edited and merged to state that MetroPlan is responsible for following its own travel policies.



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## 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. The Management Committee had no comments.

## 5. FISCAL IMPACT:

The IGA allows additional partnerships to leverage federal funds and for MetroPlan to be compensated for the administration of any such funds as already established for the Section 5310 and 5305e programs. The \$100,000 tenant improvement fee is included in MetroPlan's adopted FY2025 budget. The lease agreement with Mountain Line saves MetroPlan approximately \$10,000 per year based on the previous MetroPlan lease of the Hopi Building and allows MetroPlan to further leverage federal funds as in-kind.

## 6. ALTERNATIVES:

1. **Recommended:** Delegate the authority to finalize and approve the Restated MetroPlan Mountain Line Intergovernmental Agreement to the Executive Director. This action simplifies existing amendments into one document. It would allow the agencies' agility to partner on future grant applications, as is already done with the 5305e and 5310 grants. The restated IGA also recognizes updates to the leasing of facilities.
2. **Not recommended:** Do not delegate the authority to finalize and approve the Restated MetroPlan Mountain Line Intergovernmental Agreement to the Executive Director. The existing IGA and amendments would remain in place. Staff could bring unique IGAs for each additional grant agreement as well as amend the facilities section of the IGA to recognize the move into the DCC.

## 7. ATTACHMENTS:

Draft Restated MetroPlan Mountain Line Intergovernmental Agreement

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**Flagstaff Metropolitan Planning Organization, DBA MetroPlan**  
**and**  
**Northern Arizona Intergovernmental Public Transportation Authority, DBA**  
**Mountain Line**

This Amended and Restated Intergovernmental Agreement (“Agreement”) is entered into this 1st day of November 2024 (the “Effective Date”), among the Flagstaff Metropolitan Planning Organization (“**FMPO**” or “**MetroPlan**”), an Arizona nonprofit corporation, with a legal address of 3773 N Kaspar Dr, 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 Dr., 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. The Parties entered into an Intergovernmental Agreement dated August 16, 2020, (the “Original Agreement”). The Original Agreement was amended by a First Amendment dated November 1, 2020, and a Second Amendment dated January 1, 2023, and a Third Amendment dated November 7, 2023. The Parties have determined it is best to restate the Original Agreement as amended by the prior Amendments, and further amend the Original Agreement through this Agreement.

C. MetroPlan wishes to continue to procure payroll and personnel management services from Mountain Line and Mountain Line wishes to provide these services.

D. Mountain Line wishes to continue to have MetroPlan conduct public participation services and processes as part of federal requirements for public transportation funding and MetroPlan wishes to provide these services.

E. MetroPlan and Mountain Line mutually desire to continue grant management processes with the State of Arizona that are efficient and effective.

F. MetroPlan and Mountain Line mutually desire to have Mountain Line manage all Section 5310 funds. MetroPlan and Mountain Line mutually desire to have MetroPlan manage Section 5305 transit funds that are awarded to the region by formula and Mountain Line to manage Section 5305 funds that are awarded to the region competitively. MetroPlan and Mountain Line mutually desire to have MetroPlan assist with other transit funding opportunities awarded through MetroPlan.

G. MetroPlan and Mountain Line have mutually determined that each Party can more efficiently and cost- effectively pursue each Party’s goals for the public benefit if Mountain Line continues to make space available for MetroPlan in the main Mountain Line offices at 3773 Kaspar Drive, Flagstaff, AZ 86004 (“Kaspar Facility”) and/or in the



Downtown Connection Center Administrative Facility on Phoenix Ave, Flagstaff, AZ 86001 (“DCC”) as a joint exercise of powers of the Parties.

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

## COVENANTS

1. **Purpose of the Agreement.** The purpose of this Agreement is to identify responsibilities and commitments between the Parties in effectuating the mutually beneficial collaborations set forth in Recitals B through G above.

2. **Duration and Termination of Agreement.** This Agreement will remain effective from the date it is executed by both Parties through June 30, 2029. 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 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, without limitation, appropriate notification of MetroPlan meeting agendas, advertisement of public opportunity for participation, publication of the Transportation Improvement Program (“TIP”), related documents, and development of demographics for non-English speaking Title VI requirements.

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, 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 or her 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 upon 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 **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.

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

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

4.7 **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. Mountain Line does not provide other forms of insurance on behalf of MetroPlan and MetroPlan must place all other lines of coverage as deemed appropriate by the Executive Director and or the MetroPlan Board.

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

## 5. **Funds.**

5.1 **Section 5310 Funds.** Mountain Line accepts responsibility for: (i) acting as the mobility manager on behalf of MetroPlan for the region; (ii) applying for funding under and executing Section 5310 according to the requirements of FTA and ADOT; (iii) management of the Coordinated Mobility Council including posting agendas, taking minutes, and assisting the Chair; and (iv) managing required updates of the Plan. MetroPlan accepts responsibility for: (i) supporting Mountain Line's application for 5310 funds for the region; (ii) adopting the Coordinated Plan; and (iii) attending the Coordinated Mobility Council.

### 5.2 **Section 5305 Funds.**

5.2.1 MetroPlan agrees to: (i) apply for Section 5305 Transit Planning funds on behalf of Mountain Line; (ii) respond to request for assistance with application in a timely matter; (iii) submit the application to ADOT according to requirements of the grant; (iv) be responsible for submitted grant billing to ADOT and reimbursing Mountain Line in five (5) business days after receipt of funds from ADOT; and (v) maintain the right to audit Mountain Line for compliance with the grant.

5.2.2 Mountain Line agrees to: (i) pay MetroPlan up to 10% of total grant award for administration; (ii) provide all grant application materials seven (7) days prior to the grant submittal deadline; (iii) prepare billing and submit to MetroPlan for all grant awards; (iv) maintain all records in accordance within requirements of the grant; (v) provide both project management and grant management services for the life of the consultant contract and grant award, until final plan is complete, and all funds are expended; (vi) provide MetroPlan with its annual audit and compliance and management letter, letter on internal controls and single audit report as soon as they become available.

5.2.3 Any additional reports, including but not limited to granting agencies' reviews, shall be forwarded to MetroPlan for review. MetroPlan shall have the right to audit, during normal business hours, Mountain Line's books and records relating to the Section 5305 funds upon reasonable written notice to Mountain Line.

5.3 **Other Federal Funding Opportunities.** Mountain Line and MetroPlan may, by mutual written agreement, pursue a variety of federal funding opportunities that support transit planning, implementation, operations, and/or capital programs. Any such agreement shall be approved in writing by both the Mountain Line CEO and MetroPlan Executive Director. The agreement will, without limitation, set forth: (i) a detailed breakdown of the total funding available; (ii) a detailed breakdown of the agreed share or split of any local match required; (iii) the duties and financial commitments of the Parties, including or incorporating those set forth in Sections 5.3.1 through 5.3.3 below; and (iv) all other material terms of the Agreement.

5.3.1 Mountain Line agrees to: (i) pay MetroPlan up to ten percent (10%) of total grant award for administration; (ii) provide all grant application materials seven (7) days prior to the grant submittal deadline, including a letter of support documenting available and committed local funding to be used a match; (iii) prepare billing and submit to MetroPlan for all grant awards; (iv) maintain all records in accordance within requirements of the grant; and (v) provide both project management and grant management services for the life of the consultant contract and grant award, until final plan is complete, and all funds are expended; and (vi) provide MetroPlan with its annual audit and compliance and management letter, letter on internal controls and single audit report as soon as they become available.

5.3.2 MetroPlan agrees to: (i) apply for funds on behalf of Mountain Line; (ii) respond to request for assistance with application in a timely matter; (iii) submit the application to granting agency according to requirements of the grant; (iv) be responsible for submitted grant billing to ADOT and reimbursing Mountain Line within five (5) business days after receipt of funds from granting agency; and (v) maintain the right to audit Mountain Line for compliance with the grant.

5.3.3 Any additional reports, including but not limited to granting agencies' reviews, shall be forwarded to MetroPlan for review. MetroPlan shall have the right to audit, during normal business hours, Mountain Line's books and records relating to the funds upon reasonable written notice to Mountain Line.

6. **Procurement.** MetroPlan may request Mountain Line to conduct purchases on behalf of MetroPlan under the Mountain Line Purchasing Policy micro-purchase threshold of up to \$14,999.99. MetroPlan will submit such micro-purchase purchasing requests to Mountain Line's Purchasing department for approval by Mountain Line prior to any purchase being made. Mountain Line shall submit an invoice for reimbursement to MetroPlan and MetroPlan will reimburse Mountain Line for all costs incurred by Mountain Line for such micro-purchases within fifteen (15) days of receipt of the reimbursement request. Mountain Line shall not have any responsibility or liability for any purchase requests or purchases under this Section.

7. **Lease of Space in Mountain Line Offices.** Mountain Line hereby agrees to provide MetroPlan the use of office space in the Kaspar Facility and/or in the DCC, once it is completed ("MetroPlan Space").

7.1 Use of the MetroPlan Space. The MetroPlan Space includes one private office and one shared workspace that accommodates at least three (3) workstations. MetroPlan shall be permitted to reserve conference rooms and flex space when available and not in use by Mountain Line, with the exception that MetroPlan will have priority for a pre-approved, dedicated time for the MetroPlan Executive Board and Technical Advisory Committee, which will be arranged with Mountain Line in advance. Any meeting and flex space may be used as available and shall be booked through the room calendar; meeting times not reserved through the room calendar cannot be guaranteed. The use of meeting rooms is encouraged for ongoing discussions or loud activities so as not to disturb others working in shared spaces. MetroPlan, and all of its personnel and invitees, shall follow all Mountain Line policies and procedures including without limitation, those regarding: (i) shared spaces, such as the break room, wellness room, and locker room; (ii) building security and access; (iii) notice; (iv) personal responsibility; and (v) interactions with other parties.

7.2 Furniture. As part of the joint use of any Mountain Line facility, Mountain Line will provide all typical furniture required in these spaces (*i.e.* desk, chair, file cabinets, *etc.*) Furniture will be kept in good working condition and all failures, breakage, or issues will be reported to Mountain Line's facilities department via email to: Facilities@mountainline.az.gov. MetroPlan may arrange to buy specific chairs, footrests, *etc.* as necessary to provide an employee with preferred furniture and for an employee's ergonomic needs. All furniture supplied by MetroPlan is the responsibility of MetroPlan. MetroPlan and Mountain Line will keep a clear inventory list that is mutually agreed upon and updated regularly. Furniture purchased by Mountain Line is owned by Mountain Line and cannot be removed from the premises. Furniture purchased by MetroPlan is owned by MetroPlan and MetroPlan will be responsible for arranging removal from Mountain Line facilities should this agreement be terminated.

7.3 Tenant Improvement Fee. MetroPlan is responsible for a one-time tenant improvement fee of one-hundred thousand dollars (\$100,000) for the construction of the MetroPlan Space and purchase of office furniture in the new DCC ("TI Fee"). In exchange for this fee, MetroPlan will participate in design, layout and selection of furniture for the MetroPlan Space in the DCC. The TI Fee will be paid in a single payment due within thirty (30) days after MetroPlan first occupies any portion of the MetroPlan Space in the DCC. The total TI Fees is nonrefundable, but if the lease under this Section 7 is terminated by Mountain Line before the end of the term of this Agreement, Mountain Line shall refund to MetroPlan a sum equal to \$1,666.67 for each month of the unexpired term (*i.e.*, if 10 of the 60 months are remaining on the date of termination then the amount of the refund will be \$16,666.70).

7.4 Information Technology ("IT"). As part of the joint use of the Mountain Line Facilities, Mountain Line shall provide IT services for MetroPlan in accordance with Mountain Line's existing policies and procedures; however, each Party shall be entitled to confidentiality and security independent of each other.

7.4.1 MetroPlan shall follow required IT protocols of Mountain Line policies and procedures. All MetroPlan personnel will comply with all of Mountain Line's IT and building security policies and procedures.

7.4.2 The annual cost of IT services due from MetroPlan shall be calculated as a ratio of direct shared costs for staff actually performing IT services for MetroPlan as per Section 4 of Mountain Line's Financial Management Plan. ("IT Services Obligation"). MetroPlan shall be responsible for the cost of IT equipment for MetroPlan employees and shall reimburse Mountain Line for such expenses within forty five (45) days of invoicing with supporting documentation.

7.4.3 Mountain Line will provide MetroPlan with access to the internet services available at the Kaspar Facility and/or the DCC, which will include but not be limited to MetroPlan agreeing to install on its computers any required software and that MetroPlan and all of its personnel and invitees will follow all required IT protocols of Mountain Line policies and procedures, including all of Mountain Line's IT security policies and procedures.

7.5 As part of the joint use of facilities, Mountain Line will perform all routine cleaning and scheduled maintenance required to maintain safe working conditions and to maintain the property in a state of good repair. As a federally assisted property, MetroPlan

shall conduct all operations by keeping in mind the transit use performed by Mountain Line.

7.6 The annual rental cost for MetroPlan's use of the Kaspar Facility, the DCC, and the MetroPlan Space ("Rent Obligation") will be \$15,000. The Rent Obligation shall be increased as of January 1 of each year, commencing with January 1, 2025, to reflect increases in the Consumer Price Index for Flagstaff, Arizona from the preceding January 1, or such other adjustment as the Parties may agree in writing is appropriate. At its option, MetroPlan may fulfill all or part of its annual Rent Obligation by applying, with Mountain Line's prior written agreement, for grants or other funding programs for which Mountain Line may qualify as a sub-recipient and fulfilling any matching amount requirement of such grant or program by providing a qualifying in-kind donation acceptable to and accepted by the entity providing such grant or administering such program funding. Under no circumstances will MetroPlan be entitled to monetary reimbursement from Mountain Line.

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.** 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.

8.3 **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.

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. The Parties agree to attempt to mutually select a mediator. If the Parties cannot agree upon a mediator within a reasonable time not to exceed thirty (30) days, or such extended time the Parties agree to in writing, the mediator shall be selected from panels of mediators trained under the auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each Party agrees to bear its own costs in mediation and to equally split the costs of the mediator. 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. 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.

9.3 **Litigation and Attorney's Fees.** Any litigation under this Agreement will be filed in the Coconino County Superior Court. 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.

10. **Notices.** Unless otherwise specified in this Agreement, any notice or other

communication required or permitted to be given shall be in writing and mailed or hand-delivered to the address given below for the Party to be notified, or to such other address written notice of which has been provided by that Party:

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

If to MetroPlan:  
Executive Director  
MetroPlan  
3773 N. Kaspar Drive  
Flagstaff, Arizona 86004

Emails may be utilized for exchanging information, but will not constitute formal notice or effectuate any change or amendment to this Agreement.

## 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, 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.

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 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

\_\_\_\_\_  
Kate Morley,  
Executive Director

Attest:

Attest:

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

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

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 \_\_\_\_\_

Dated: \_\_\_\_\_

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

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



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## STAFF REPORT

**REPORT DATE:** November 19, 2024

**MEETING DATE:** December 5, 2024

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

**FROM:** Aubree Flores, Transportation Demand Management AmeriCorps Fellow

**SUBJECT:** Consider Adopting the Social Media Policy

### 1. RECOMMENDATION:

Staff recommend the Board adopt the Social Media Policy.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 3:** Build MetroPlan's visibility in the community.

**Objective 3.2** Expand MetroPlan's visibility in the community through branding and marketing – social media, print, and digital materials.

### 3. BACKGROUND:

As a metropolitan planning organization, MetroPlan leverages various social media platforms to engage with the public, release information, conduct educational campaigns, build relationships, and drive traffic to our website. Public engagement, effective communication, and relationship-building are central to our mission and align with Key Performance Indicator (KPI) Goal 3: Build MetroPlan's visibility in the community. A thoughtful and respectful social media presence is essential in today's digital world. Further, MetroPlan's social media has grown considerably over the past year – our Facebook reach surged by 300% from Q1 to Q4 in FY2024 and we welcomed 67 new followers on Instagram in Q4 alone. This strengthening of our social platforms emphasizes the necessity for policies within our organization that cultivate a safe, educational, and respectful social media public forum.

Social media policies must be respectful of public record retention requirements and free speech laws. These rules limit MetroPlan's ability to fully curate its platform. Instead, we recommend an approach providing notice to the public that their comments are considered public record and encourage civility through that perspective. The draft Social Media Policy has been created with that perspective in mind and draws from other governmental social media policies.



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## Social Media Policy

There are two components to this policy: expectations of and notice to the public, and content moderation guidelines for staff to follow. The policy, meant to regulate those who engage with our social media platforms, encourages open discussion and emphasizes individual responsibility for comment content. Users are invited to engage respectfully, but comments may be deleted if they are not protected speech under the First Amendment and relevant case law, and contain violent, obscene, hateful, or unrelated content, as well as solicitations or illegal activity. The policy also guides staff for managing our social media accounts, with guidelines as to what types of comments made by the public may be deleted, while still cultivating a public forum for discussion and not removing comments solely because those comments are critical of MetroPlan or its employees. MetroPlan employees are advised to post content that aligns with MetroPlan's mission and values and avoids personal opinions. The public is informed that MetroPlan does not guarantee that staff will respond to comments or messages sent on its social media accounts. The guidelines emphasize the importance of civility, staying on topic, and respecting diverse views, while informing the public their comments may be deleted if they include violent or obscene content, or promote links to malware and/or malicious content.

Staff recommend the Social Media Policy be shared on our social media platforms for all users to access.

## 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. The Management Committee had no comments.

## 5. FISCAL IMPACT:

None.

## 6. ALTERNATIVES:

**1) Recommended:** Adopt the Social Media Policy as presented. This action will allow MetroPlan to publish the Social Media guidelines and moderate the platforms more than currently done.

**2) Alternative Recommended:** Adopt the Social Media Policy with amendments. The Board could make a change to the proposed policy. It is recommended any such change be reviewed by MetroPlan's legal counsel.

**3) Not Recommended:** Do not adopt the Social Media Policy as presented. The Board could provide staff further direction.



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## 7. ATTACHMENTS:

Draft Social Media Policy



# Social Media Policy

## Purpose

Many Flagstaff region residents, as well as community partners, media outlets, and other stakeholders utilize social media for news and communications. Accordingly, MetroPlan has developed its own social media accounts that help MetroPlan inform the public about its work and mission. Comments made on MetroPlan’s social media accounts reflect the views of the commenters, not the views of the MetroPlan.

MetroPlan is committed to fully complying with First Amendment of the U.S. Constitution freedom of speech and other similar legal obligations surrounding free speech. There may be times when what some people perceive to be offensive comments left by members of the public will remain visible on MetroPlan’s social media posts, if such comments are legally protected speech.

MetroPlan has an important interest in assuring the accuracy and consistency of information associated with its social media accounts. These terms and conditions establish guidelines for the public’s use of MetroPlan social media accounts in a way that balances these values.

## Definitions

"Social media accounts" include Internet technologies that facilitate communication. Examples include, but are not limited to, social media sites, pages, blogs, microblogs, message boards, online forums, social networking accounts, and other accounts and services. Examples of social media accounts MetroPlan may use are Facebook, Instagram, YouTube, and LinkedIn.

“Comments” include any digital content, information, links, images, videos, or any other form of communicative content posted in reply or response to a social media account post.

“User” includes a member of the public who views or interacts with one or more of the MetroPlan’s social media accounts.

## Expectations

MetroPlan believes that honest, civil, and productive discussions provide the best environment for community members and other stakeholders to understand the work of

MetroPlan. Commenters are asked to please avoid profanity, slurs, personal attacks, bullying, or the use of false information.

## General Guidelines

These terms and conditions apply to all of MetroPlan's social media accounts. Where possible, a link to these terms and conditions will be made available or posted as text somewhere on MetroPlan social media accounts.

MetroPlan's social media accounts are not monitored 24/7 and should not be utilized to seek emergency services. Anyone in need of emergency help should call 911.

MetroPlan does not guarantee that staff will respond to comments or messages sent on its social media accounts.

## Content Moderation

Limited Public Forum: MetroPlan's social media accounts are created and maintained each as a limited public forum under caselaw pertaining to the freedom of speech clause of the First Amendment to the U.S. Constitution. MetroPlan invites members of the public to view and, where possible and permitted, provide comments or other engagement on MetroPlan social media posts; however, the law permits MetroPlan to hide and/or delete comments that are not protected speech under the First Amendment and relevant case law. As a general rule, MetroPlan will not hide and/or delete comments solely because such comments are critical of MetroPlan or its employees.

Prohibited Content: As indicated above, MetroPlan may hide/delete the following from its limited public forum social media account posts:

- Comments expressly advocating direct violence or other illegal activity.
- Comments containing or linking to obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value.
- Comments that expressly encourage or advocate for discrimination based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class.
- Comments containing links to malware and/or malicious content that may affect the normal functioning of a computer system, server, or browser.
- Spam.

## Disclaimer

MetroPlan social media posts may include content or links to information created and maintained by other public or private sources. When viewing content outside of the metroplanflg.org domain, users are subject to security and privacy policies of the host website.

MetroPlan is not responsible for and cannot control content on, or the design of, third-party accounts.

Comments and content posted by the public on MetroPlan social media accounts do not reflect the opinions or position of MetroPlan.

MetroPlan is not responsible for loss of sensitive personal identifying information that is voluntarily provided and posted by the public on MetroPlan social media accounts. It is the responsibility of the public to protect sensitive information by not posting such information on social media accounts designed to be viewed by other members of the public.

## No Endorsement

If a MetroPlan social media account "follows," "friends," or links to another person's, entity's, or organization's social media account, it is not an endorsement by MetroPlan or any of its divisions, employees, officers, agents, or elected officials of that account (or any posts made by that account), or an endorsement of any person, entity, product, service, or organization, and is only intended as a means of furthering outreach efforts and providing timely information to the public.

The views and opinions of the authors of content published on or linked to a MetroPlan social media account do not state or reflect the opinion, policy, or position of MetroPlan.





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## STAFF REPORT

**REPORT DATE:** November 20, 2024

**MEETING DATE:** December 5, 2024

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

**FROM:** David Wessel, Planning Manager

**SUBJECT:** Consider Safe Streets Master Plan Scope of Work

### 1. RECOMMENDATION:

This item is for discussion only.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 2. Deliver Plans that Meet Partner and Community Needs

Objective 2.4: Position partners for successful implementation of plans.

### 3. BACKGROUND:

#### Grant Award

MetroPlan was awarded a Safe Streets and Roads for All (SS4A) Grant of \$2,140,000 to produce a Safe Streets Master Plan. The project total is \$2,675,000. The project scope in the grant application includes complete street guidelines, a master plan, an interactive mapping tool, and revisions to codes and standards. The project also identifies projects and strategies that reflect a particular emphasis on safety. The scope is proposed to take four years to complete.

#### Scoping Process

David Wessel, MetroPlan Planning Manager, and Chris Phair, City of Flagstaff Transportation Planner, are co-project managers for the Master Plan. They have conducted over 30 scoping interviews among a broad range of stakeholders that include:

- MetroPlan staff: director, planning manager;



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- City staff: Mayor, management, planning, traffic, capital, information technology, fire, sustainability;
- County staff: engineering;
- Mountain Line staff: planning and capital;
- ADOT staff: District Administrator;
- Private sector: consulting engineers; developer;
- Non-profit sector: Flagstaff Biking Organization; Friends of Flagstaff's Future

The project managers will convene a group of 6-8 stakeholders to refine the scope of work in preparation for procurement. The process may take months to assure strong consensus around a desired end product. The following points are from early in the process. Outstanding issues may be tasked to the consulting team for resolution. ***Board input on priorities within the scope is welcome.***

## Key Interview Findings – Major Points of Consensus

- The need for a master plan to fill the gap between high-level policy and detailed standards,
- A plan that integrates systems and expectations for all modes: autos, freight, pedestrians, bicycles, transit and micro-mobility,
- A plan that reflects and respects the context of different parts of the region and city
- The need to identify and resolve policy conflicts where possible and create a more predictable and timely process to resolve them,
- The need to create a more predictable traffic impact process with city authority and financial requirements of developers more clearly explained,
- A desire for a “one-stop shop” for transportation where expectations and standards from across all relevant departments may be found,
- A general desire for a plan and standards that are more enforceable to assure outcomes,
- Strong guidance on intersection design, and
- Strong outputs emanating from the plan for inputs to the capital improvement programming process.

## Key Interview Findings – Lack of Consensus or Clarity

- Resolve how to work within or overcome ADOT standards that do not support local policies.
- Approach to planning for future volumes and congestion. Stakeholders are split between a policy-driven approach (e.g., no roads wider than 4 lanes) and a more traditional approach of projecting traffic volumes and accommodating capacity for them with additional lanes and/or capacity. Deciding appropriate levels of service is a point of much discussion.



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## Key Point of Scoping Discussions: Priorities within the Scope

- Policy Alignment and Consensus: How much time is needed to assess and achieve mutual understanding of policy from elected officials to implementing staff?
- Fiscal Analysis Planning and Policy: This includes addressing questions like:
  - What is the appropriate amount that may be asked of a developer and how is that determined?
  - How are large, far-future projects protected from encroachment? Is early right-of-way acquisition a needed policy and practice?
  - How much financial planning for maintenance should be done including actions to pursue funding?
- Breadth of Scope vs. Depth of Scope: Should we limit the scope of the plan and fully develop and institutionalize the workflows necessary to maintain it or broaden the scope to answer as many questions now as possible?
- Predictability vs. Flexibility: What processes might be developed to quickly respond to the unexpected?
- Procurement: One team or separate experts (policy facilitation, planning and engineering, public involvement, data and computer graphics and visualization)?

As stated, this may take months and should be given time to reach strong consensus on the scope. The right balance of activities will be found and flexibility established in the scope to permit that discovery working with experts among our partners and professionals in the consulting community

## 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. The Management Committee had no comments.

## 5. FISCAL IMPACT:

None. The grant allows MetroPlan staff time on the project to be recovered.

## 6. ALTERNATIVES:

None. The item is for discussion only.

## 7. ATTACHMENTS:

None.



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## STAFF REPORT

**REPORT DATE:** November 21, 2024

**MEETING DATE:** December 5, 2024

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

**FROM:** Mandia Gonzales, Transportation Planner

**SUBJECT:** West Route 66 Operational Assessment Update

### 1. RECOMMENDATION:

None. For information and discussion only.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

Goal 2. Deliver Plans that Meet Partner and Community Needs

Objective 2.4: Position partners for successful implementation of plans.

### 3. BACKGROUND:

The West Route 66 Operational Assessment is part of a multi-jurisdictional effort to determine the best investment of the City's 419 tax initiative funds to support multi-modal improvements along W. Route 66 and to support the expansion of Mountain Line's Route 8 to service the new communities and businesses along the corridor.

The Project Advisory Group (PAG) has been working through the 4-tier modeling process. This process provided the group with exploratory considerations to remove scenarios that are not feasible nor support policy goals.

#### **Tier 1 – Sketch Model:**

- Applied to all scenarios and alternatives (basically the regional plan analysis) for exploratory purposes.
- Sensitivity analysis of investment level required to avoid or defer roadway expansion.



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## Tier 2 – Advanced Sketch Model:

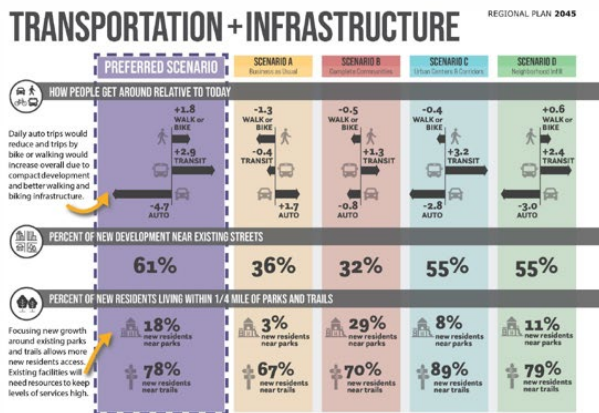
- Applied to a reduced number of scenarios and alternatives.

## Tier 3 – Full Model:

- Explicit bicycle and transit facilities *and*
- Adjustments to pedestrian, bicycle, and transit LOS to influence mode and destination choice.

## Tier 4 - Microsimulation (to be conducted by NAU)

This process compared each of the Regional Plan Scenarios (A-E) with transportation solutions identified by the PAG:



Regional Plan Scenarios A-E



## Transportation Solutions

- No build
- Bike, Ped., Transit focused
- Connectivity improvements
- Full widening
- Partial widening

PAG approved testing solutions

The PAG has entered into the **Tier 3 modeling** process and is comparing the Regional Plan Scenario E (Preferred Scenario) and Scenario E, again, but with a 35% growth factor to account for the uncertainty of growth along the corridor. The PAG will continue to refine the transportation solutions and is working towards a hybrid solution that responds best to future growth, safety improvements, while maintaining the required levels of service for all modes.

## 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. The Management Committee had no comments.



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5. FISCAL IMPACT:

None.

6. ALTERNATIVES:

None.

7. ATTACHMENTS:

None.



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## STAFF REPORT

**REPORT DATE:** November 22, 2024

**MEETING DATE:** December 5, 2024

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

**FROM:** Kate Morley, Executive Director

**SUBJECT:** FY2025 Quarter 1 Financial Report

### 1. RECOMMENDATION:

None. This item is for information and discussion only.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

**Goal 1:** Maximize Funding for Transportation Projects and Programs

**Objective 1.4:** Clean audits and reviews

### 3. BACKGROUND:

This report provides a first quarter (Q1) update for the FY2025 budget. Total FY2025 first quarter expenses are \$198,372. This is about 70% under budget for the quarter. MetroPlan has not received a grant reimbursement for Q1, so revenue is currently \$0. As we look more deeply into budget categories we see the following:

- **Salary and Benefits:** MetroPlan's annual budget is \$838,823 and in Q1 expended \$171,963, about 80% of planned expenses for the quarter. This is primarily due to the delayed hiring of the Safe Routes to School Coordinator and the planned staffing position transition from an Administrative Assistant and Clerk of the Board to a Business Manger that has not yet occurred.
- **Operations:** MetroPlan's annual budget is \$356,262 and in Q1 spent \$25,052, about 30% of the planned quarterly expense. The savings are due to operational expenses such as the annual audit and the move into the Downtown Connection Center (DCC) that will occur in future quarters.



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- Travel: MetroPlan budgeted \$30,200 in FY25 and in Q1 expended \$5,276. We expect quarter two to be the heaviest spending on this line item.
- Projects: MetroPlan budgeted \$1,447,600 for projects including \$650,000 for Safe Routes Infrastructure, \$50,000 for West Route 66, \$90,000 for data collection including but not limited to the Trip Diary and traffic counts, and \$600,000 for a variety of transit planning activities. MetroPlan spent \$115,641 in Q1. Large project expenses such as the Downtown Mile, and data collection are anticipated to occur in the 2<sup>nd</sup> quarter. Safe Routes to School infrastructure spending is anticipated to begin in the 3<sup>rd</sup> quarter.

#### **4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:**

This item was not presented to the TAC. The Management Committee made no comments.

#### **5. FISCAL IMPACT:**

MetroPlan has a sustainable 5-year budget.

#### **6. ALTERNATIVES:**

None. This item is for information and discussion only.

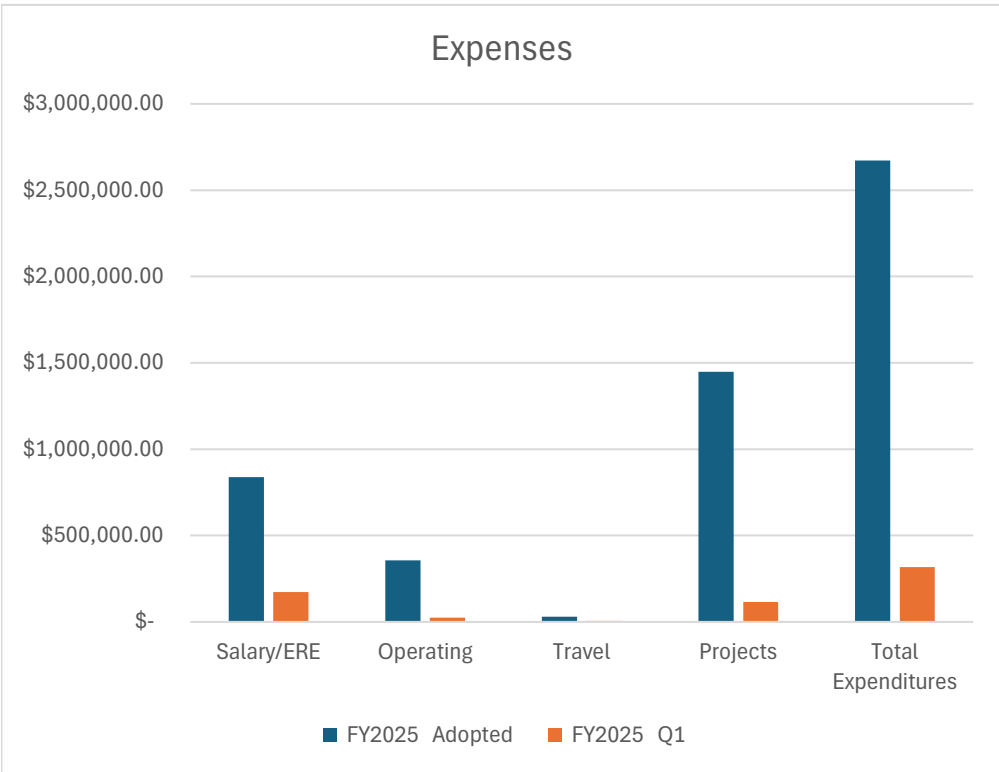
#### **7. ATTACHMENTS:**

FY2025 Q1 Financial Report



	<b>FY2025 Adopted</b>	<b>FY2025 Q1</b>
<b>Revenue</b>		
Formula Grants	\$1,753,972.00	\$0.00
Competitive Grants	\$1,827,050.00	\$0.00
Local Revenue	\$147,050.00	\$0.00
<b>Total Revenue</b>	<b>\$3,728,072.00</b>	<b>\$0.00</b>

	<b>FY2025 Adopted</b>	<b>FY2025 Q1</b>
<b>Expenses</b>		
Salary/ERE	\$ 838,823.00	\$171,963.00
Operating	\$356,262.00	\$25,052.00
Travel	\$30,200.00	\$5,267.00
Projects	\$1,447,600.00	\$115,641.00
<b>Total Expenditures</b>	<b>\$2,672,885.00</b>	<b>\$317,923.00</b>





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## STAFF REPORT

**REPORT DATE:** October 10, 2024

**MEETING DATE:** December 5, 2024

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

**FROM:** Kate Morley, Executive Director

**SUBJECT:** Update on Key Performance Indicators (KPIs)

### 1. RECOMMENDATION:

None. This item is for information and discussion only.

### 2. RELATED STRATEGIC WORKPLAN ITEM:

This item reports on the progress of all strategic work plan items.

### 3. BACKGROUND:

At its June 1, 2023, Board meeting, the Board adopted a Strategic Workplan that included key performance indicators (KPIs) to help measure progress on the goals and objectives that are shared with the Board quarterly. This report provides KPIs for the first quarter (Q1) of FY2025 (*July- September*).

### 4. TAC AND MANAGEMENT COMMITTEE DISCUSSION:

This item was not presented to the TAC. The Management Committee had no comments.

### 5. FISCAL IMPACT:

None. However key performance indicators can provide useful information on the effectiveness of programs and budget resources.

### 6. ALTERNATIVES:

None. This item is for information and discussion only.



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## STAFF REPORT

**REPORT DATE:** November 10, 2024

**MEETING DATE:** December 5, 2024

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

**FROM:** Kate Morley, Executive Director

**SUBJECT:** MetroPlan Happenings

### 1) RECOMMENDATION:

None. This item is for information and discussion only.

### 2) RELATED STRATEGIC WORKPLAN ITEM:

**Goal 3:** Build MetroPlan's Visibility in the Community

**Objective 3.3:** Promote the value MetroPlan brings to the Community

### 3) BACKGROUND

Mandia has been conducting outreach for the Vulnerable Roadway Users including tabling at the Flagstaff Family Food Center.

We continue to search for a Business Manager. In the meantime, staff have split Business Manager duties amongst the team. Please share the job opportunity with anyone you think may be interested.

Sandra has been named the Vice Chair of ADOT's Transportation Alternatives Program Technical Advisory Committee which will help shape and review grant applications for that program.

MetroPlan purchased an air quality meter as a part of its Safe Routes to School program. Nationwide, idling near schools creates air quality concerns that can lead to detrimental health outcomes. The meter will allow us to understand what is happening at the local level.



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4) **TAC AND MANAGEMENT COMMITTEE DISCUSSION:**

This item was not presented to the TAC. The Management Committee had no comments.

5) **FISCAL IMPACT:**

None. These items are updates only.

6) **ALTERNATIVES:**

None. This item is for information and discussion only.

7) **ATTACHMENTS:**

None.