

CHARTER FOR
CENTRAL YAVAPAI METROPOLITAN PLANNING ORGANIZATION
AND THE ARIZONA DEPARTMENT OF TRANSPORTATION
PERFORMANCE MEASURE TARGET SETTING AND DATA SHARING

This Charter is made and entered into by and among the Arizona Department of Transportation (ADOT) as the Designated Recipient for Federal formula funds in the non-urbanized areas, and Central Yavapai Metropolitan Planning Organization (CYMPO) as the designated Metropolitan Planning Organization, referred to collectively as the "PARTIES" or individually as a "PARTY". This Charter shall become effective as of the date it has been approved by all PARTIES.

I. Purpose of the Charter

CYMPO, ADOT, and any future Providers of Public Transportation under FTA Section 5307, shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the establishment of performance targets, the reporting of performance targets, the reporting of performance measures to be used in tracking progress toward attainment of critical outcomes for the CYMPO region, and the collection of data for the State asset management plan for the National Highway System.

This Charter is pursuant to planning agreement requirements for performance based planning as defined in applicable federal regulations (see 23 CFR Part 450.314(h)(1) and 23 CFR Part 450.314(h)(2)(ii)). Provisions outlined within this Charter do not modify or replace those outlined in other agreements between PARTIES.

II. Responsibilities of All Parties

- a. All PARTIES acknowledge and agree to implement performance based planning in accord with applicable federal regulations 23 CFR part 450, 23 CFR 490, 49 CFR 625 and 49 CFR 673.
- b. CYMPO, ADOT, and any future Providers of Public Transportation under FTA Section 5307, shall coordinate on the establishment of targets to ensure consistency, to the maximum extent practicable.
- c. The PARTIES will adopt performance targets for the metropolitan transportation planning process in accordance with Federal and State requirements.
- d. The PARTIES will ensure any of its reporting of targets and performance shall conform to applicable federal regulations.
- e. Performance Measure targets are required to be established by ADOT and CYMPO shall have the option to agree and adopt them, or calculate and establish CYMPO-specific targets.

III. Responsibilities of the Arizona Department of Transportation

- a. ADOT will develop draft statewide-required performance targets in coordination with CYMPO, as applicable. Coordination may include in-person meetings, web meetings, conference calls, and/or email communication. ADOT shall provide CYMPO with a reasonable opportunity to provide comments on statewide targets prior to the adoption of final statewide targets.
- b. Upon request, and when not contractually prohibited, ADOT will share with the PARTIES data obtained or collected to support the development of statewide targets and in support of ongoing performance measure tracking.
- c. ADOT will report its performance targets to FHWA and FTA, as applicable. A copy of the report will be sent to the PARTIES at that time.
- d. ADOT will be responsible for collecting bridge and pavement condition data. The data shall be used for but not limited to creation of the State Asset Management Plan for the National Highway System. Safety and other data to be collected as required.
- e. To the extent feasible, ADOT will include in its State Transportation Improvement Program (STIP) a description of the anticipated effect of the STIP toward achieving previously established and agreed upon performance targets.
- f. ADOT's STIP will include a linkage from the investment priorities in the STIP to achievement of previously established and agreed upon performance targets.
- g. ADOT shall take action necessary to meet all State and Federal laws required as related to Performance Based Planning and Programming and shall involve Parties as necessary and appropriate.

IV. Responsibilities of the Central Yavapai Metropolitan Planning Organization

- a. In the event CYMPO opts to develop quantifiable targets for performance measures, CYMPO will share documentation pertaining to the development, reporting and tracking of those targets with the PARTIES.
- b. Upon request, and when not contractually prohibited, CYMPO will share with the PARTIES data obtained or collected in support of performance measure tracking.
- c. The establishment of targets would be developed and approved by the CYMPO Executive Board.
- d. CYMPO would report its performance targets to FHWA and FTA, as applicable. A copy of all reports would be sent to the PARTIES at that time.
- e. CYMPO would, by reference in its current Regional Transportation Plan (RTP), prepare a System Performance Report to report the condition and performance of the transportation system with respect to performance targets, including progress achieved by CYMPO toward the previously established and agreed upon performance targets.
- f. To the extent feasible, CYMPO would include in its Transportation Improvement Program (TIP) a description of the anticipated effect of the projects included in the TIP toward achieving previously established and agreed upon performance targets.

- g. CYMPO's TIP would include a linkage from the investment priorities in the TIP to achievement of previously established and agreed upon performance targets.

V. Responsibilities of Any Future Providers of Public Transportation Under FTA Section 5307

- a. Any future Providers of Public Transportation under FTA Section 5307 will establish transit asset management, safety and other required transit performance targets and share established targets with the PARTIES.
- b. Upon request, and when not contractually prohibited, any future Providers of Public Transportation under FTA Section 5307 will share with the PARTIES data obtained or collected in support of performance measure tracking.
- c. Should an urbanized Public Transit Provider become established, the CYMPO Executive Board would develop the safety and other required performance targets.
- d. Any future Providers of Public Transportation under FTA Section 5307 would report performance targets to FTA. A copy of all reports will be sent to the PARTIES at that time.

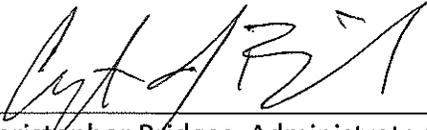
VI. Conflict Resolution

If disagreements arise regarding the implementation of this agreement, all PARTIES shall act in good faith to resolve the disagreement. If a resolution cannot be reached, the PARTIES to this agreement agree to meet and have a representative from the Federal Highway Administration or the Federal Transit Administration, as applicable to assist in resolving the disagreement. In the event a resolution still cannot be reached, the parties hereto agree to abide by required arbitration as set forth in Arizona Revised Statutes Section 12-1518.

VII. Term

This Charter shall become effective when fully executed by the PARTIES. It shall remain in full force and effect until terminated by either party, provided that a termination shall not be effective until 30 days after a Party has served written notice up on the other Party. This Charter may be terminated by mutual consent of both Parties or unilaterally by either Party without cause.

All terms of the Charter are hereby acknowledged and agreed, as certified by the signatures of the Designated Officers affixed hereto:



Christopher Bridges, Administrator
Central Yavapai Metropolitan Planning Organization

Date 6-27-18

Grey Byers, Director
Multimodal Planning
Arizona Department of Transportation

Date _____

