

CHARTER

MARICOPA ASSOCIATION OF GOVERNMENTS, PROVIDERS OF PUBLIC TRANSPORTATION 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, Maricopa Association of Governments (MAG) as the designated Metropolitan Planning Organization, the Regional Public Transportation Authority and Valley Metro Rail, Inc. (collectively hereinafter as “Valley Metro”) as providers of public transportation, and the City of Phoenix as a provider of public transportation and as the Designated Recipient for Federal formula funds in the urbanized areas. Valley Metro and the City of Phoenix are “Providers of Public Transportation”, and ADOT, MAG, Valley Metro and the City of Phoenix may be 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

MAG, ADOT, and the Providers of Public Transportation 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 MAG region, and the collection of data for the State asset management plan for the National Highway System.

The definitions of the specialized terms applicable to this CHARTER follow.

TERM	DEFINITION
Performance Measure (23 CFR 490.101)	An expression based on a metric that is used to establish targets and to assess progress toward meeting the established targets (e.g., a measure for flight on-time performance is percent of flights that arrive on time, and a corresponding metric is an arithmetic difference between scheduled and actual arrival time for each flight).
Performance Metric (23 CFR 490.101)	A quantifiable indicator of performance or condition.
Performance Target (23 CFR 490.101)	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Highway Administration (FHWA).
Transportation Data	Data including but not limited to Highway Performance Monitoring System (HPMS) data required for State reporting required by federal regulations and policy and described at http://www.azdot.gov/planning/DataandAnalysis .

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)). The PARTIES agree the provisions outlined within this CHARTER do not modify, amend or replace any terms or conditions outlined in any other agreements between the 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. MAG, ADOT, and the Providers of Public Transportation 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 their reporting of targets and performance shall conform to applicable federal regulations.
- e. Unified targets, other than those established by Providers of Public Transportation, shall be developed jointly by ADOT and MAG. Non-unified targets are required to be established by ADOT, and MAG shall have the option to agree and adopt them or calculate and establish MAG-specific targets.

III. Responsibilities of the Arizona Department of Transportation

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

IV. Responsibilities of the Maricopa Association of Governments

- a. MAG will develop quantifiable targets for performance measures and will share documentation pertaining to the development, reporting and tracking of those targets with the PARTIES.
- b. Upon request, and when not contractually prohibited, MAG will share with the PARTIES data obtained or collected in support of performance measure tracking.
- c. Performance targets shall be developed in the MAG committee process, and shall be approved by the MAG Regional Council.
- d. MAG will report its performance targets to FHWA and FTA, as applicable. A copy of all reports

will be sent to the PARTIES at the same time.

- e. MAG will, by reference in the Regional Transportation Plan, prepare a System Performance Report to report the condition and performance of the transportation system with respect to performance targets, including progress achieved by MAG toward the established and agreed upon performance targets.
- f. To the maximum extent practicable, MAG will include in its Transportation Improvement Program (TIP) a description of the anticipated effect of the TIP toward achieving established and agreed upon performance targets.
- g. MAG's TIP will include a linkage from the investment priorities in the TIP to achievement of established and agreed upon performance targets.

V. Responsibilities of the Providers of Public Transportation

- a. The Providers of Public Transportation 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, the Providers of Public Transportation will share with the PARTIES data obtained or collected in support of performance measure tracking.
- c. Providers of Public Transportation will develop performance measure tracking, as follows:
 - i. Valley Metro will develop the Transit Asset Management (TAM), safety and other required performance targets through the Valley Metro committee process, which shall be approved by Valley Metro's Boards of Directors.
 - ii. Targets developed by the City of Phoenix will be approved by the Department Director.
- d. The Providers of Public Transportation will report performance targets to FTA. A copy of all reports will be sent to the PARTIES at the same time.

VI. Conflict Resolution

If disagreements arise regarding the implementation of this CHARTER, all PARTIES shall act in good faith to resolve the disagreement. If a resolution cannot be reached, the PARTIES to this CHARTER agree to meet and, if deemed necessary, have a representative from the FHWA, FTA, or other mutually-agreeable form of alternative dispute resolution to assist in resolving the disagreement. Each party shall bear its own costs for any such dispute resolution mechanism. In the event a resolution still cannot be reached, the PARTIES hereto agree to submit to arbitration as set forth in Arizona Revised Statutes § 12-1518.

VII. Term

This CHARTER shall become effective when fully executed by the PARTIES. It shall remain in full force and effect until it is terminated in writing by one Party, communicated to the other Parties, or by all of the PARTIES, whichever date occurs first.

VIII. Governing Law and Venue

This CHARTER shall be governed by the laws of the State of Arizona without regard to any conflict of law principles. All cited regulations, statutes, public law, executive orders, and/or policies cited in this CHARTER are incorporated by reference as a part of this CHARTER. All PARTIES shall comply with all applicable Federal, State and local requirements where and when relevant.

IX. Authorities Not Altered

Nothing in this CHARTER alters, limits, or supersedes the authorities or responsibilities of any PARTY on any matter within their respective jurisdictions. Nothing in this CHARTER shall require

any of the PARTIES to perform beyond their respective authorities.

X. Severability

If a provision contained in this CHARTER is held invalid for any reason, the invalidity does not affect other provisions of the CHARTER and can be given effect without the invalid provision, and to this end the provisions of this CHARTER are severable.

All terms of the CHARTER are hereby acknowledged and agreed upon by the signatures of the Designated Officers affixed hereto:



Eric J. Anderson, Executive Director
Maricopa Association of Governments

Date 6-20-18



Scott W. Smith, CEO
Valley Metro

Date 6-20-18



Ken Kessler, Acting Public Transit Director
City of Phoenix

Date 6-21-18



Gregory D. Byres, Multimodal Planning Director
Arizona Department of Transportation

Date 6/23/18