

**AGREEMENT BETWEEN**  
**MARICOPA ASSOCIATION OF GOVERNMENTS,**  
**THE CITY OF AVONDALE AND THE CITY OF GOODYEAR**  
**FOR THE AVONDALE-GOODYEAR TRANSIT FEASIBILITY STUDY**

This agreement ("Agreement") is between the Maricopa Association of Governments ("MAG"), an Arizona non-profit corporation, the City of Avondale, an Arizona municipal corporation ("AVONDALE") and the City of Goodyear, an Arizona municipal corporation ("GOODYEAR"), collectively referred to as the "PARTIES" or individually as a "PARTY." AVONDALE and GOODYEAR are each a "CITY" and collectively the "CITIES."

This Agreement shall become effective as of the date it is duly executed by the last PARTY and shall continue in full force and affect until June 30, 2021. MAG, the City of Avondale and the City of Goodyear view this Agreement as a mutually beneficial relationship.

**A) Statutory Authorization Agreement**

**MAG**

MAG is empowered by Arizona Revised Statutes §§ 28-6308 and 28-6353 to enter into this Agreement. MAG is the recipient of Regional Area Road Funds, Federal Highway Administration ("FHWA") Funds, and Federal Transit Administration ("FTA") Funds as described in the FY 2020-2021 MAG Unified Planning Work Program and Budget ("FY 2020-2021 UPWP"), and as described in the agreement between MAG and the Arizona Department of Transportation ("ADOT").

**THE CITY OF AVONDALE**

AVONDALE is authorized by Arizona Revised Statutes § 11-952 to enter into this Agreement.

**THE CITY OF GOODYEAR**

GOODYEAR is authorized by Arizona Revised Statutes § 11-952 to enter into this Agreement.

**B) Purpose of the Agreement**

The purpose of this Agreement is to identify and define the level of financial participation by the CITIES and MAG to prepare the Avondale-Goodyear Transit Feasibility Study (the "STUDY"). The STUDY will be completed through a consultant contract that will be competitively procured and administered by MAG. The cost of this STUDY will not exceed TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 (\$250,000.00). The scope of work is set forth in Exhibit "A."

**C) Study Process**

The STUDY was selected for funding in a March 2019 call for studies specific to member agencies in the Avondale-Goodyear Urbanized Area ("UZA"). MAG has been asked to administer the STUDY on behalf of the CITIES. MAG will contribute \$200,000 in awarded federal funding; the remaining \$50,000 will be split by the CITIES (\$25,000 from AVONDALE and \$25,000 from GOODYEAR) for associated local match.

MAG will request proposals from qualified consultants. The financial partners in the STUDY (i.e. MAG and CITIES) will form a consultant selection team and select a consultant to carry out the STUDY.

**D) Mission/Goal Statement**

The goal is to complete a transit feasibility study to determine the viability of improving existing transit service and evaluate service expansion opportunities.

**E) Study Funding**

1. MAG is the recipient of FY 2020-2021 FHWA Planning Funds as described in the FY 2020-2021 UPWP and in the agreement between MAG and ADOT.
2. The MAG FY 2020-2021 UPWP was amended to include the STUDY on September 16, 2019
3. The consultant contract for the STUDY will be for an amount not to exceed \$250,000.00. Subject to the availability of funding and approval of their respective governing bodies, funding for the STUDY will be shared among the PARTIES as follows:

MAG	\$200,000.00
AVONDALE	\$ 25,000.00
GOODYEAR	\$ 25,000.00
Total	\$250,000.00

4. Each CITY'S financial participation is limited to paying such CITY'S proportional share as provided in Paragraph 3. It shall be MAG's responsibility to enter into the consultant contract.
5. MAG will invoice each CITY for such CITY'S proportional share within thirty (30) calendar days of execution of this Agreement. The CITIES shall make payment to MAG thirty (30) calendar days after receipt of invoice. The financial contribution of the PARTIES shall be deposited into the specified account no later than sixty (60) calendar days after payment of invoice. MAG shall maintain billing accounts and financial records during and for three (3) years after the completion of this Agreement and will produce the same to a CITY upon the CITY's written request.
6. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other Party in writing, delivered in person, sent by confirmed email, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service at the addresses set forth below, or to such address as the Parties may substitute by written notice given in the manner described in this paragraph.

**For MAG:**

Eric J. Anderson  
 Executive Director  
 Maricopa Association of Governments  
 302 North First Avenue, Suite 300  
 Phoenix, Arizona 85003  
 602-254-6300  
[eanderson@azmag.gov](mailto:eanderson@azmag.gov)

**For AVONDALE:**

Dave Janover  
 City Engineer  
 City of Avondale  
 1145 W. Civic Center Drive, Ste. 120  
 Avondale, AZ 856323  
 623-333-4200

[djanover@avondaleaz.gov](mailto:djanover@avondaleaz.gov)

For GOODYEAR:

Rebecca Zook, PE  
Director of Engineering  
City of Goodyear  
14455 W. Van Buren Street, Suite D  
Goodyear, Az 85338  
623-932-3004  
[rzook@goodyearaz.gov](mailto:rzook@goodyearaz.gov)

Notices shall be deemed received on date delivered, if delivered by hand; on the day it is sent by confirmed email; on the second day after its deposit with any commercial air courier or express service; or, if mailed, ten (10) calendar days after the notice is deposited in the United States mail as above provided; and on the delivery date indicated on receipt if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by confirmed email shall also be sent by regular mail to the recipients at the above addresses. This requirement for duplication notice is not intended to change the effective date of the notice sent by confirmed email.

7. In the event that MAG's funds required for performance of this Agreement are withdrawn or are not available for funding, this Agreement, without penalty to any of the PARTIES, may be immediately terminated; and any financial contribution paid a CITY will be returned to such CITY.
8. Any remaining unspent funds following STUDY closeout will be retained by MAG for unrestricted use.

**F) General Terms and Conditions of the Agreement**

1. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.
2. Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable, that provision shall be severed from the Agreement, and the remaining provisions shall otherwise remain in full force.
3. Hold Harmless. Each PARTY to this Agreement, as Indemnitor, agrees to indemnify, defend and hold harmless the other PARTY, and such PARTY'S departments, officers, employees, elected officials, agents and representatives (collectively, "INDEMNITEES"), for, from and against all liability, losses, expenses, damages or claims (collectively "CLAIMS") arising from or related to the Indemnitor's performance or non-performance of its obligations pursuant to the terms of this Agreement.
4. This Agreement shall not be construed to imply authority to perform tasks, or accept any responsibility, not expressly set forth herein.
5. This Agreement shall be strictly constructed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.
6. This Agreement shall be subject to cancellation for conflict of interest without penalty or further obligations as provided by A.R.S. § 38-511.
7. This Agreement constitutes the entire understanding of the PARTIES and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each

PARTY.

8. Each PARTY hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each PARTY further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

(Signature pages follow)

**IN WITNESS WHEREOF**, the **PARTIES** hereto have executed this Agreement.

**City of Avondale, an Arizona municipal corporation**

By: \_\_\_\_\_  
CHARLES A. MONTOYA  
City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
KENNETH WEISE  
Mayor

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Wawro  
City Attorney

**City of Goodyear, an Arizona municipal corporation**

By: \_\_\_\_\_  
JULIE ARENDALL  
City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
GEORGIA LORD  
Mayor

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Roric V. Massey  
City Attorney

**Maricopa Association of Governments, an Arizona non-profit corporation**

By: \_\_\_\_\_  
Eric J. Anderson  
Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Mitesh V. Patel  
Maricopa Association of Governments  
General Counsel

## **APPENDIX A - SCOPE OF SERVICES**

### **MARICOPA ASSOCIATION OF GOVERNMENTS ("MAG")**

#### **AVONDALE-GOODYEAR TRANSIT FEASIBILITY STUDY ("STUDY")**

##### **Study Background**

The Maricopa Association of Governments ("MAG") is a Council of Governments ("COG") that serves as the regional agency for the metropolitan Phoenix area. When MAG was formed in 1967, the elected officials recognized the need for long-range planning and policy development on a regional scale. They realized that many issues such as transportation and air quality affected residents beyond the borders of their individual jurisdictions.

MAG was founded in the spirit of cooperation. MAG members believe that by uniting, they can solve common problems, take an active role in long-range regional issues and address concerns that affect all of the communities.

MAG is the designated metropolitan planning organization ("MPO") for transportation planning in the Maricopa metropolitan region. MAG also has been designated by the Governor to serve as the principal planning agency for the region in a number of other areas, including air quality, water quality management and solid waste management. In addition, through an Executive Order from the Governor, MAG develops population estimates and projections for the region.

The study area generally includes the cities of Avondale and Goodyear, although planning efforts may be focused on more developed and developing areas within the city boundaries.

The Avondale-Goodyear Urbanized Area ("UZA") is designated as a Small UZA (less than 200,000 population per the 2010 Census) and is made up of all or portions of the cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Litchfield Park, Surprise, and sections of unincorporated Maricopa County. The UZA receives an apportionment of Federal Transit Administration ("FTA") §5307 funds and disburses these funds on a competitive basis. The UZA is likely to exceed the 200,000 population threshold by the 2020 Census, which would result in changes to UZA funding eligibility.

The Avondale Transit Circulator Study, completed in early 2010, laid the foundation for establishing a circulator route in Avondale (the ZOOM circulator). The study recommended implementing a pilot circulator route connecting many of the community's key destinations.

The Southwest Valley Local Transit System Study, completed in August of 2012, made recommendations for service expansion and enhancement in and around Avondale and Goodyear. Key recommendations included improving service on Routes 17A and 3; expanding the ZOOM circulator service area; initiating a Goodyear circulator; and studying the feasibility of a Buckeye circulator.

##### **Proposed Tasks**

The Proposer is encouraged to be creative in developing a sound analytical approach which achieves the goals for this project. The Proposer is urged to be as specific as possible when describing the activities that will be performed to support each task. The Proposer also is urged to make maximum use of matrices, tables and drawings in working papers produced for the project to ensure conciseness and clarity and to minimize the amount of text required. In preparing a proposal for consideration by MAG, the Proposer will not be required to adhere strictly to the proposed tasks specified below. Additional tasks may be warranted.

Each of the following sections includes a deliverable, typically in the form of a memorandum. These memorandums will be submitted to MAG staff for review at appropriate intervals throughout the study. The final report will be comprised of the previously-approved memorandums sewn together into an enhanced, cohesive document.



### **Task 1. Project Management and Administration**

The CONSULTANT will work with the MAG Project Manager to refine the study goals, objectives, and scope of work. The Consultant will prepare a detailed scope of work that identifies the specific tasks, deliverables, and schedule for the study, building on the tasks outlined in this RFP. The scope of work should include:

- Proposed completion dates for all project deliverables, including memos, presentations, draft and final study chapters, and public outreach materials
- Duration of and completion dates for all project tasks and activities
- A proposed plan and timeframe for public outreach activities
- Proposed meeting types, dates, and frequencies
- A finalized study area map

### **Task 2. Community and Stakeholder Outreach**

The CONSULTANT will prepare and implement an outreach plan to engage stakeholders and community members in the planning process. The plan should provide opportunities for obtaining input from and presenting study findings to residents, city staff, existing and potential transit customers, employers, and the business community. Stakeholder outreach should begin early in the planning process, and strive to meet people where they are, such as at existing community meetings or events.

Elements of the outreach plan may include: stakeholder interviews; a public survey to gauge perceptions about transit service and needs; participation in existing public forums and social media; and presentation materials, among others. Proposers are encouraged to identify additional tools and opportunities to encourage stakeholder and community involvement throughout plan development.

The Consultant will also establish an advisory or working group including staff representatives and other stakeholders from the cities of Avondale and Goodyear. The advisory group should meet periodically throughout plan development to provide input and review work products.

### **Task 3. Existing Conditions Review and Best Practices**

The CONSULTANT will assemble and review existing conditions data, characteristics of the built environment, and previously conducted studies to inform the development of this Transit Feasibility Study. The review should largely focus on the data that will be used to paint a picture of existing conditions in the study area. Previous studies should be reviewed to gain familiarity with past efforts and potentially learn from their successes and/or failures. At a minimum, the review should include:

- Socioeconomic and demographic data for Avondale and Goodyear.
- Relevant transportation, transit, and land use studies, plans, and reports.
- Existing and planned activity centers and other relevant land use information.
- Transit ridership and market demand data.
- Regional travel demand forecasts from the MAG travel model.
- Inventory and documentation of current transit infrastructure including bus stops, transit centers, park and rides, pedestrian accessibility, etc.
- Review and document the existing and planned transit service in the study area and identify whether the service is operating efficiently. Identify potential modifications to increase ridership and improve the transit customer experience.
- Identify and document best practices and strategies of peer local transit systems. The Consultant will identify candidate peer communities based on geography, population, development patterns, travel patterns and proximity to major metropolitan centers.

The Consultant should work closely with MAG staff as well as representatives from Avondale and Goodyear to secure the data and studies needed to complete this task. MAG will provide the Consultant with data for existing and future population and employment.

#### Task 4. Market Analysis

The CONSULTANT will conduct a market analysis based on the information gathered in Tasks 2 and 3. The analysis will consider the state of the existing transportation system in Avondale, Goodyear, and surrounding areas, combined with perceived deficiencies and desires as expressed through stakeholder and community outreach. The market analysis will answer the following questions:

a. ***What is the underlying demand for transit service?***

The following factors should be considered:

- i. Population and employment densities
- ii. Socioeconomic characteristics including age, income, minority populations, and vehicle ownership
- iii. Land use patterns (e.g., location of major activity centers)
- iv. The pedestrian environment (i.e., first and last mile)

b. ***For areas with significant transit demand, where are people traveling to and from?***

The Consultant will use MAG model data to analyze travel flows and determine where there will be demand for direct and connecting services.

c. ***Where are there gaps between underlying demand and existing/planned services?***

The Consultant will compare existing/planned transit service and 2040 demand to identify gaps, including:

- i. Areas where there will be transit demand, but no service, less service, or more service than warranted.
- ii. Key travel linkages that would be unserved, underserved, or overserved, and may warrant direct connections.

These factors should be used to determine the areas where new or enhanced transit service would be most viable, and at what level (e.g., which mode, frequency of service, etc.).

#### Task 5. Route and Service Recommendations

Based on the market analysis, the Consultant will develop recommendations for new routes; service enhancements to existing routes (e.g., reducing headways, extending hours of service, or adding weekend service); modifications to existing routes; opportunities to connect to regional service; and new modes, among others. Modes to be considered may include:

- Fixed-route transit
- Local circulators
- Express services
- Vanpool
- Micro-transit and mobility-on-demand solutions
- Partnerships with ridesharing companies

Service recommendations should consider a range of parameters, including:

- Hours of operation
- Frequency of service
- Transit stop types and spacing
- Vehicle types
- Passenger facilities and amenities
- Transit corridor improvements
- Interaction with existing and future regional transit services
- Integration of emerging technologies

The Consultant should use the best practices identified in Task 3 to refine and enhance the needs identified in Task 4, ultimately arriving at route and service recommendations for the study area.

The Consultant will also develop strategies to successfully implement route and service recommendations. The Consultant will develop a phased implementation plan including short-, mid-, and long-term priorities linked to expected availability of various funding sources, including Federal Transit Administration Formula Grants, state and local sources, and farebox revenues, among others.

Existing and potential future funding sources should be catalogued and described, including their applicability to specific recommendations (e.g., for capital investments, operations and maintenance, etc.). The implementation plan should specifically address the expected changes in Small UZA §5307 funding eligibility for the Avondale-Goodyear UZA and propose alternative funding sources to facilitate implementation of route and service recommendations.

The implementation plan should present recommendations as a prioritized menu of options. Funding will always be limited, and prioritization helps send a clear message about the relative importance of different alternatives. Linking alternatives to funding sources helps move recommendations from “a plan on the shelf” to implementation.

#### **Task 6. Final Report**

The CONSULTANT will prepare and submit the following deliverables: