A. G. Contract No. KR98 1560TRN
ADOT ECS File: JPA 98-97
Project: H4450 01X
Section: AzTech Model Deployment Initiative

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY
REGIONAL PUBLIC TRANSPORTATION AUTHORITY

THIS AGREEMENT is entered into 16 SEPTEMBER, 1998, pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY, acting by and through its Executive Director (the "RPTA").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The RPTA is empowered by Arizona Revised Statute Section 48-5101 et seq to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the RPTA.

3. The federal government has made funds available to the State for the use of RPTA for the development and implementation of the AzTech Model Deployment Initiative (MDI) Intelligent Transportation Systems infrastructure. The State and the RPTA desire to define their respective responsibilities relating to the transfer of up to $48,000.00 thru the State to the RPTA and the expenditure thereof for the program.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22673
Filed with the Secretary of State
Date Filed: 09/16/98
Betsey Bayless
Secretary of State
By Vicky V. Graenewold

II. SCOPE

1. The State will:

Provide the RPTA federal funds in the amount of up to $48,000.00, on a monthly cost reimbursement basis for activities performed relating to the AzTech Model Deployment Initiative and Intelligent Transportation Systems infrastructure.

2. The RPTA will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Issue requests for proposals, and hire consultants as required to perform related work activities. Conduct related work activitites generally in accordance with Attachment A, which is incorporated herein and made a part hereof. Be responsible for any consultant claims for extra compensation.

c. Invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed $48,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the RPTA by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement is contingent upon the availability of federal funds to support the program, and shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Regional Public Transportation Authority
Executive Director
302 N. 1st Avenue Suite 700
Phoenix, AZ 85003

9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY

By G. Kenneth Driggs
G. KENNETH DRIGGS
Executive Director

STATE OF ARIZONA
Department of Transportation

By
JAY KLAGGE, Director
Transportation Planning

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RESOLUTION

BE IT RESOLVED on this 16th day of July 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Maricopa County Regional Public Transportation Authority for the purpose of defining responsibilities for the AzTech Model Deployment Initiative.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

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BE IT RESOLVED on this day, that I, G. Kenneth Driggs, as Executive Director of the Regional Public Transportation Authority, have determined it is in the best interests of the Regional Public Transportation Authority, to enter into an agreement with the Arizona Department of Transportation, Highways Division, for the purpose of defining responsibilities for the FY 99 AZTECH Model Deployment Initiative program.

Dated this 17th, day of August, 1998

By: By [illegible] for
G. Kenneth Driggs, Executive Director
Regional Public Transportation Authority

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APPROVAL OF THE MARICOPA COUNTY

REGIONAL PUBLIC TRANSPORTATION AUTHORITY ATTORNEY

I have reviewed the attached proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the REGIONAL PUBLIC TRANSPORTATION AUTHORITY and declare this agreement to be in proper form and within the powers and authority granted to the Authority under the laws of the State of Arizona.

DATED this 27th day of July, 1998.

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ATTACHMENT A

SCOPE OF WORK
FOR

Arizona's Model Deployment Initiative Program
1998 MARKET RESEARCH

The Regional Public Transportation Authority is requesting proposals from qualified consultants to provide professional services to conduct market research of the general driving public. The project includes two (2) types of random sample surveys (Task 1 and 3) of the driving public and an optional set of survey questions and focus groups (Task 3 and 4) of individuals who make trips on our regional roadway system.

Task 1.0: PRE-DEPLOYMENT PHONE SURVEY OF GENERAL PUBLIC

The selected contractor shall conduct a random sample survey of the general public. The *goals and objectives* of the survey will be to:

- Determine attitudes and opinions regarding the traveler information systems, including opinions on the dissemination of information, changes in commute and discretionary driving patterns, access and use of available technologies and interest in utilizing other information medium for trip making.
- Measure the opinions and attitudes of respondents on possible employer and/or publicly-provided incentives or disincentives that would encourage the use of AzTech MDI services.
- Identify the differences and similarities in opinions and attitudes of employed and non-employed respondents.
- Identify demographics of the respondents and cross tabulate with responses.

Task 1.1: Develop survey instrument

Work with the RPTA and AzTech to modify last year's survey instrument and add new questions that address the awareness, attitudes and behavioral objectives outlined above in the expanded scope of this year's survey goals. Survey questions may include but are not limited to the following issues:

- Where and how respondents hear about traveler information.
- The types of formats which have the most potential for acceptance and among which target groups.
- Opinions on elements of the promotion and awareness campaign.
- The learning curve on the use of new technologies and the level of awareness of current services and their relation to air quality and vehicle trips.
- What types of employer or publicly-provided incentives or disincentives would encourage people to use or increase their use of traveler information systems?

- Potential changes in commute and discretionary trips, including elimination or consolidation of trips.

Task 1.3: **Develop methodology and sample**

For purposes of this proposal, Proposers will respond to this RFP with the following assumptions concerning methodology and sample size: **(Please describe how you would recommend conducting this survey and why you would prefer that particular method)**

- The researcher will use random digit dial phone survey with a sample size of not less than 800 respondents with no less than 500 commuters age 16 and older at a 95 percent confidence level.
- Interviews will be 8 to 10 minutes in length (approximately 20 questions).
- All survey interviews will be conducted during the month of August 1998.
- All interviews be conducted at once over a one to two week period, or interspersed over the one-month period.

Task 1.4: **Pre-test survey instrument**

Task 1.5 **Revise questionnaire**

Task 1.6: **Pre-test and revise questionnaire as needed**

Task 1.7: **Conduct phone survey**

Task 1.8: **Review, code, edit, tabulate and cross-tabulate the data**

Task 1.9: **Compile and present reports**

Provide a comprehensive analysis of the survey findings, including an in-depth analysis of the quantitative data and qualitative information. The reports will include:

- Draft Executive Summary Report: a first draft summary report is required which will include a brief statement on the results of each question and will be reviewed by staff. This summary report will be incorporated as the executive summary in the final report.
- Final Executive Summary Report: a final summary report will indicate the total number and percent of responses to all questions in the survey and a brief written summary analysis of the responses.
- Draft Final Report: a comprehensive final report with an executive summary, detailed analysis, summary of the methodology (survey design and process), and a compilation of all data (computer tables reporting cross tabulations).

- Final Report

Task 2.0: **CONDUCT TWO PRE-DEPLOYMENT FOCUS GROUPS**

The Proposer shall conduct two focus groups with the driving public. The *goals and objectives* of this study will be to:

- Focus group sessions would explore issues related to trip options, the influence on decisions of ITS / FMS technologies and which technologies and formats are most preferred and user-friendly.

Task 2.1: **Develop survey instrument**

Work with the technical review committee to develop and identify questions that address the behavioral objectives outlined in the above goals. Questions may include (but are not limited to) the following issues:

- Current and anticipated use of communications technologies for better traveler information.
- Information formats preferred.
- Ease of use and possible willingness-to-pay for different technologies.

Task 2.3: **Develop methodology and sample**

For purposes of this proposal, Proposers will respond to this RFP with the following assumptions concerning methodology and sample size:

- The researcher will selct participants based on technical review committee recommendations.
- The focus group will standard length and in viewable facilities by project sponsors.
- The number of participants will be based on technical review committee decision and proposer's recommendations.

Task 2.4: **Compile and present reports**

Draft Report: Provide a comprehensive analysis of the survey findings, including an in-depth analysis of the quantitative and qualitative data for review by staff.

Draft Final Report: a comprehensive final report with an executive summary, detailed analysis, summary of the methodology.

Final Report

Task 3.0: **POST-DEPLOYMENT PHONE SURVEY OF GENERAL PUBLIC**

Please see subtasks for Tasks 1.0.

Task 4.0: **CONDUCT TWO POST-DEPLOYMENT FOCUS GROUPS**

Please see subtasks for Tasks 2.0.

MEETINGS AND PRESENTATIONS

The selected Proposer will be expected to attend several meetings and give up to four presentations on the findings (may include a press conference).

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR98-1560TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE September 4, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/15031

Enc.