

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION [SVMPO]  
AND COCHISE COUNTY  
FOR CONTRIBUTION OF FEDERAL FUNDS TO LIDAR FLIGHT PROJECT**

This Memorandum of Understanding (this “MOU”) is entered into by and between SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION (“SVMPO”), a state and federally recognized metropolitan planning organization, and COCHISE COUNTY (“County”), a political subdivision of the state of Arizona. SVMPO and the Lead Agency are sometimes collectively referred to as the “Parties,” either of which is sometimes individually referred to as a “Party.”

**RECITALS**

- A. Metropolitan Planning Organizations (MPOs) are established by Title 23 United States Code section 134 (b) (23 U.S.C. § 134 (b)) in urban areas over 50,000 population;
- B. SVMPO was designated the MPO for southeastern Cochise County, Arizona on May 6, 2013;
- C. The Board of Directors of SVMPO is composed of elected officials from each member jurisdiction, plus one appointed official from the Arizona Department of Transportation (ADOT) State Transportation Board;
- D. On December 18, 2013, the County became a member jurisdiction of SVMPO. County Resolution 13-34 approved on October 22, 2013;
- E. In accordance with state and federal regulations, the SVMPO Board of Directors is required to develop and adopt an annual Work Program and Budget and a Transportation Improvement Program (TIP);
- F. In accordance with state and federal regulations, the SVMPO is responsible for contributing its share of the local match required for the SVMPO to receive various forms of state and federal funding to implement the approved Transportation Improvement Program (TIP) projects awarded to their jurisdiction; and
- G. In accordance with state and federal regulations, the SVMPO may transfer funds from the State Transportation Block Grants programmed in their TIP to local agencies for approved Work Program activities.

**UNDERSTANDING**

NOW, THEREFORE, COCHISE COUNTY and SVMPO, pursuant to the above and in consideration of the matters and things set forth in this MOU, and in compliance with 2 CFR 200 do mutually understand as follows:

- 1. Subrecipient Name:** The Subrecipient shall be Cochise County, a local agency who is a member of the SVMPO;

- 2. Subrecipient's Entity Identifier Number:** Cochise County's Entity Identification Number is: 86-6000398
- 3. Subrecipient Federal Award Identification Number:** Cochise County's FAIN is: 639JJ22030000M24EAZSVMT020
- 4. Federal Award Date of Award to Recipient:** The SVMPO approved the LIDAR project to Cochise County in their FY20-21 Work Program and Budget on May 16, 2019; approved the transfer from the TIP to the Work Program in the amount of \$120,000 on November 21, 2019. Award letter authorizing this transfer transmitted to the Arizona Dept. of Transportation (ADOT) on December 2, 2019; obligation for transfer of STBG funds into Work Program approved by ADOT on December 13, 2019.
- 5. Subaward Period of Performance Start and End Date:** This award is to support a LIDAR (Light Detection and Ranging) flight, contracted with the US Dept. for Geological Survey, to be flown in the Summer of 2020, with the final product map deliver date of Fall 2021.
- 6. Amount of Federal Funds Obligated by this Action by the SVMPO:** The amount of approved federal funds through the SVMPO to the County is \$120,000 to be paid upon invoicing by Cochise County with attached documentation showing an invoice equal to or exceeding this amount from the contracted vender:
- 7. Project Description:** The project is to conduct an aerial flight of Cochise County to produce a LIDAR map at 2 feet intervals to include the entirety of the SVMPO region. This update in data will support transportation and hydrology planning, community development planning and coincide with the decennial census data collection effort. This project meets the federal, state and SVMPO performance goals to expedite project delivery timeframes and support environmental sustainability.
- 8. Federal Awarding Agency:** The source of federal funds for this action is the Federal Highway Administration (FHWA) through the State Transportation Block Grants (STBG). The current contract is GRT-19-0007317-T; Federal Aid # SVM-T-020 for ADOT Project # PSV2003P.
- 9. Pass-Through Entity:** The federal funds will pass through the Sierra Vista MPO and the contact information for the SVMPO is the Chair of the SVMPO: 401 Giulio Cesare Ave, Sierra Vista, AZ 85635
- 10. CFDA Number:** 15.817
- 11. Award Type:** These federal funds are not for Research and Development project.
- 12. Indirect Cost Rate:** These federal funds are subject to the de-minimus indirect rate to the limits allowed under 2 CFR 200.414 and these additional indirect costs will be covered as per the adopted Work Program for this funding transfer as described by the Work Program and County match agreements.
- 13. Match Amounts:** The County is responsible to show documentation of providing the local match of \$7,253 as per the adopted Work Program for this funding transfer within FY20.
- 14. Federal Award Conditions:** The County will provide the SVMPO with status reports of the project upon request and when the project is completed in a format provided to the County by the SVMPO. Final project flight data will be shared with the SVMPO and member jurisdictions.

15. **AZUTRACS:** The project will be registered in AZUTRACS and the documentation that this has been done will be provided to the SVMPO and the County agrees to ensure that the project invoices and payments are recorded in a timely manner.
16. **DBE goal:** The project is contracted with the U.S. Department of Geological Survey.
17. **Effective Date; Term.** This MOU shall become effective upon approval by the SVMPO Board of Directors and the Cochise County Board of Supervisors and shall continue in effect until terminated or amended, as provided below.
18. **Compliance with Federal, State and Local Award Laws.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this MOU.
  - 18.1. **Anti-Discrimination.** Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the duties pursuant to this MOU. The provisions of A.R.S. § 41-1463 and Executive Order 75-5 as amended by Executive Order 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this MOU.
  - 18.2. **Americans with Disabilities Act.** This MOU is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
19. **Access to Records:** The County agrees to allow the SVMPO and auditors to have access to applicable records and financial statements to support the audit requirements of the SVMPO and their fiscal Agent, the City of Sierra Vista.
20. **Amendment.** This MOU may be modified, amended, altered or changed only by written agreement signed by both Parties.
21. **Termination.** Either Party may terminate this MOU for convenience by providing 90 days advance written notice to the other Party.
22. **No Joint Venture.** It is not intended by this MOU to, and nothing contained in this MOU shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Town and any SVMPO employees, or between SVMPO and any Town employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
23. **No Third Party Beneficiaries.** Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties not parties to this MOU or to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.
24. **Notification.** All notices or demands upon any Party to this MOU shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

To SVMPO:

Ms. Karen Lamberton  
SVMPO Administrator  
Sierra Vista MPO  
401 Giulio Cesare Ave.  
Sierra Vista, Arizona 85635

To Cochise County:

Mr. Richard Karwaczka  
County Administrator  
COCHISE COUNTY  
1415 Melody Lane, Bld G  
Bisbee, Arizona 85603

IN WITNESS WHEREOF, Cochise County has caused this MOU to be executed by the Chair of the Board of Supervisors, attested to by the County Clerk of Court, and SVMPO has caused this MOU to be executed by its Chair of the Board of Directors.

**SIERRA VISTA MPO**

**COCHISE COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Fredrich W. Mueller, Chair

\_\_\_\_\_  
Thomas E. Borer, Chairman

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

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

ATTEST:

\_\_\_\_\_  
Kim Lemons, County Clerk

The foregoing MOU between the Cochise County and SVMPO has been approved as to content and is hereby recommended by the undersigned.

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Karen Lamberton, SVMPO Administrator

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Richard Karwaczka, County Administrator