

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION [SVMPO]
AND COCHISE COUNTY
FOR CONTRIBUTION OF LOCAL MATCHING FUNDS TO SUPPORT THE
SVMPO'S ANNUAL WORK PROGRAM**

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"), an 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. On February 14, 2013, the Sierra Vista City Council established the Sierra Vista MPO by Resolution 2010-010, and as amended on March 14, 2013, by Resolution 2013-06.
- C. On May 6, 2013, the Honorable Governor Brewer formally declared the establishment of the Sierra Vista Metropolitan Planning Organization.
- D. On October 22, 2013, per County Resolution 13-34, the County became a member jurisdiction of the SVMPO.
- E. The SVMPO is the designated MPO for southeastern Cochise County, Arizona.
- F. The Board of Directors of SVMPO is composed of elected officials from each member jurisdiction, which includes Cochise County, plus one appointed official from the Arizona Department of Transportation (ADOT) State Transportation Board, as per the establishment and adoption of SVMPO By-Laws on December 18, 2013.
- G. In accordance with state and federal regulations, the SVMPO Board of Directors is required to develop and adopt an annual Unified Work Program and Annual Budget.
- H. In accordance with state and federal regulations, the SVMPO is responsible for contributing its share of the regional/local match required for the SVMPO to receive various forms of state and federal funding to implement the approved annual Work Program.
- I. Pursuant to the SVMPO By-Laws, Section IV C: local match funding contributions from member jurisdictions are apportioned annually by the SVMPO Board of Directors based upon unincorporated population within the MPO boundary (50%), and the number of federally functional classified centerline miles (50%), within each member jurisdiction.
- J. Member jurisdiction match requirements will be included for approval in the annual Unified Work Program and Annual Budget and may be amended from time to time.

- K. Matching funds may be contributed to the SVMPO by the member jurisdictions through cash payment, staff support and other “in-kind” contributions in the form of hosted office space, supplies and equipment for operation of the SVMPO, as well as project and meeting support.
- L. Through this MOU, the Parties wish to establish and memorialize their understanding regarding the County’s share of the required regional match.

UNDERSTANDING

NOW, THEREFORE, Cochise County and SVMPO, pursuant to the above, and in consideration of the matters and things set forth in this MOU, do mutually understand as follows:

- 1. Determination of Local Match Share.** Each fiscal year, the Board of Directors shall be responsible for determining the County’s share of the required regional match. The County acknowledges that this amount may change after initial approval of the annual Unified Planning Work Program and Annual Budget (hereafter Work Program) based upon state and federal review, changes in funding allocations after the state fiscal year reconciliation in July, and the federal fiscal year adjustments in October, as well as Work Program amendments.
- 2. County-Local Match Calculation.** The County’s match share shall be calculated based on the approved Work Program and the annual operating match fund formula in the SVMPO By-Laws. Actual expenditures for administration and operation of the SVMPO shall be reported annually to the County and adjustments to local match contributions shall be made through appropriate SVMPO Board actions.
- 3. County Budget.** SVMPO understands that the County must receive from SVMPO an estimate each year of the County’s local match share in time for County’s Board of Supervisors to plan and budget for County’s contribution. SVMPO understands that County’s ability to contribute to SVMPO is dependent upon, and subject to, the Board of Supervisors’ budget process and authority.
- 4. Form of Contribution.** Cochise County may contribute its local match share through any combination of cash payment, staff support and other “in-kind” contributions in the form of hosted office space, supplies and equipment for operation of the SVMPO, as well as project and meeting support.
- 5. Notification of Annual Match Contribution to SVMPO.** The County will determine the type(s) of match contribution which will be made towards SVMPO operating expenses during its annual budget discussions each year and inform the SVMPO of which form(s) of contribution will be made for the next fiscal year, after the adoption of the County’s annual budget.
- 6. Documentation of Contribution:** The County agrees to provide, upon SVMPO request, documentation from their Human Resource Dept. of fully loaded labor rates used to determine in-kind staff contributions and formal documentation to satisfy state and federal audit requirements of other in-kind contributions or services.
- 7. Match Contribution Timeframes.** The County agrees to provide some form of match contribution at least once a quarter, throughout the fiscal year, either through documentation of in-kind labor hours, County Board approved cash match amounts, or other form of support to the regional Work Program activities.

8. Effective Date; Term. This MOU shall become effective upon approval by the Cochise Board of Supervisors and the SVMPO Board of Directors and shall continue in effect until terminated or amended, as provided below.

9. Amendment.

9.1. This MOU may be modified, amended, altered or changed only by written agreement signed by both Parties.

10. Termination. Either Party may terminate this MOU for convenience by providing 90 days advance written notice to the other Party.

11. 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 County and any SVMPO employees, or between SVMPO and any County 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.

12. 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.

13. Compliance with 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.

13.1. 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.

13.2. 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.

14. 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, AICP
Sierra Vista MPO Administrator
401 Giulio Cesare Ave.
Sierra Vista, Arizona 85635

To Cochise County:

Mr. Richard G. Karwaczka
Cochise County Administrator
1415 W. Melody Lane
Bisbee, Arizona 85603

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

SIERRA VISTA MPO

COCHISE COUNTY

Fredrich W. Mueller, Chairman

Thomas E. Borer, Chairman

Date: _____

Date: _____

ATTEST:

Kim Lemons, Clerk of the Board

Date: _____