

RESOLUTION 2015-052

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AMENDING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION, AND THE CITY OF SIERRA VISTA TO HOST THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION.

WHEREAS, the City of Sierra Vista is authorized to enter into intergovernmental agreements with other agencies pursuant to Arizona Revised Statutes; and

WHEREAS, the City of Sierra Vista and the Sierra Vista Metropolitan Planning Organization agree that it is mutually beneficial for the City to Host the Sierra Vista Metropolitan Planning Organization; and

WHEREAS, the City agrees that to Host the Sierra Vista Metropolitan Planning Organization is in the best interest of the public.

WHEREAS, the City agrees to amend the existing Agreement whereby the City host the SVMPO and provides support services to the SVMPO.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of entering into Intergovernmental Agreements, most recently affirmed by resolution, be, and hereby is, reaffirmed.

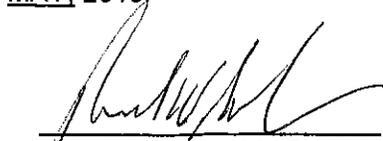
SECTION 2

That the City of Sierra Vista approves the amendment to the existing Intergovernmental Agreement between the City of Sierra Vista and the Sierra Vista Metropolitan Planning Organization.

SECTION 3

The City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

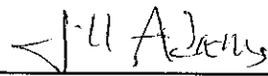
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, THIS 28TH DAY OF MAY, 2015.



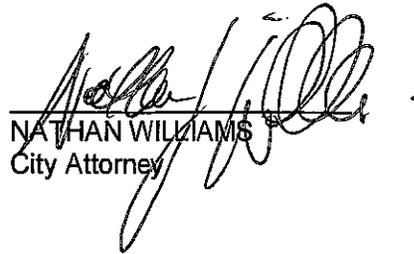
FREDERICK W. MUELLER
Mayor

ATTEST:

APPROVED AS TO FORM:



JILL ADAMS
City Clerk



NATHAN WILLIAMS
City Attorney

Prepared by:
Daniel Coxworth, AICP
Administrator, Sierra Vista Metropolitan Planning Organization

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SIERRA VISTA
AND
THE SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into by and between the **City of Sierra Vista (City)**, a municipal corporation duly organized and existing under the laws of the State of Arizona, located at 1011 N. Coronado Drive, Sierra Vista, Arizona, and the **Sierra Vista Metropolitan Planning Organization**, a statutory legal entity established pursuant to the laws of the State of Arizona, hereinafter called "SVMPO." The entities are referred to jointly herein as Parties. This Agreement constitutes the entire understanding and agreement of the Parties.

RECITALS

WHEREAS, Arizona Revised Statutes (A.R.S.) §11-951 through §11-954, provide that public agencies may enter into intergovernmental agreements for the provisions of services or for joint or cooperative action; and

WHEREAS, The City authorized the establishment of a Metropolitan Planning Organization by Resolution No. 2013-010, adopted on February 14, 2013; and

WHEREAS, The Governor designated the SVMPO on May 6, 2013; and

WHEREAS, SVMPO is administered by a Board of Directors, composed of designees from member agencies, which is responsible for planning, program implementation and control, budgeting, and SVMPO staff; and

WHEREAS, in order to carry out its functions the SVMPO requires certain support services including, but not limited to, employment/human resources, finance/accounting, purchasing, and information technology; and

WHEREAS, both the City and SVMPO are in favor of maximizing the public benefit that can be derived from such cooperative efforts; and

WHEREAS, both the City and SVMPO entered into an Intergovernmental Agreement on June 16, 2014; and

WHEREAS, the parties wish to amend the Agreement whereby the City host the SVMPO and provides support services to the SVMPO.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Purpose. The purpose of this Agreement is to carry out metropolitan transportation planning for the SVMPO planning area as described in Attachment A. The SVMPO Board of Directors ("Board") will serve as the policy body for cooperative decision-making that will be implemented by the members of the SVMPO, and will follow the SVMPO By-Laws attached as Attachment B.

2. Host Agency's Services. The parties agree that the City will serve as a host organization ("Host Agency") for the SVMPO. The Host Agency provides employees, office space and office equipment for SVMPO transportation planning activities. The Host Agency pays employee salaries before federal reimbursement. While the Host Agency does not direct or influence employees working for the SVMPO purposes in policy matters, it is responsible administratively for staff. The SVMPO Board provides policy direction to Staff.
 - 2.1 Employment of Personnel. The City shall establish within its personnel system positions to be occupied by employees assigned to the SVMPO (hereinafter "SVMPO Staff"), said positions and terms and conditions of employment as described in Attachment C.

 - 2.2 Financial Services. The City shall provide financial, grant administration, and accounting services to the SVMPO in the same manner as provided by the City to its own departments. The City shall be responsible for audit of the SVMPO in compliance with federal requirements and shall forward the annual single audit report to the SVMPO Board. In order to ensure auditability and to facilitate integration with the City's financial and accounting systems, SVMPO agrees to adhere to the City's financial and accounting procedures. The funding shall be accounted for separately.

 - 2.3 Procurement Services. The City shall provide assistance to SVMPO as required for SVMPO's procurement of goods and services for its operations and planning. The SVMPO agrees to comply with the City's purchasing policies and procedures.

 - 2.4 Legal Services. The City will provide legal services for the SVMPO unless the City Attorney's Office or Board determines that the City has a conflict of interest with the SVMPO that cannot be waived with regard to a particular issue. In the event that the City Attorney's Office has a conflict of interest, the parties will select other legal counsel at the expense of the SVMPO to address that item.

 - 2.5 Office and Site Services. Through SVMPO funding, the City will provide office space, conference meeting space, telecommunications equipment, internet services, mail, transportation to conduct SVMPO business (local and out of town), and mapping facilities or services, as well as all associated furnishings, equipment, and supplies. The City will provide for the hosting of a website for the SVMPO. The City will provide a telephone line with a listing as the telephone number for the SVMPO. The City and SVMPO agree that the cost of Office and Site Services shall be as described in attachment D.

2.6 Legal Notices. The Host Agency will arrange for postings of legal and other notices required by law or otherwise for SVMPO Staff.

3. Compliance with State and Federal Requirements. The Parties agree that, notwithstanding provisions 2.2 (Financial Services) and 2.3 (Procurement Services) of the Agreement, each shall comply with Federal and State Statutes, rules, or regulations governing accounting and/or procurement as necessary to satisfy conditions for the receipt of federal or state funding.
4. Consideration for City Services. During the annual budget formulation by each of the parties, the SVMPO Board will determine personnel, facilities and other services needed for the upcoming fiscal year. The City will provide to the SVMPO Board the cost of providing services as described in this Agreement for inclusion in the SVMPO Budget. The City will also include these costs in its own budget as necessary to provide the personnel, facilities and other services as described in this Agreement.
5. Reimbursement. The SVMPO will reimburse the City for personnel, facilities, and other services provided for SVMPO purposes. With the exception of the cost for personnel, the Parties understand and agree that the amount payable for facilities and other services shall be credited to the City's in-kind match and applied accordingly.
6. Indemnification. The parties understand and agree that notwithstanding the technical status of SVMPO Staff as City employees, the work activities of SVMPO Staff will be solely subject to direction by the SVMPO and will be carried out on behalf of the SVMPO rather than the City. Accordingly, it is further agreed that, to the maximum extent permitted by law, SVMPO shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses and expenses, related to, arising out of, the acts or omissions of the SVMPO Staff pursuant to this Agreement or otherwise on behalf of SVMPO.
7. Terms of the Agreement
 - 7.1. This Agreement shall become effective following its approval by each Party and upon its recording in the Office of the Cochise County Recorder.
 - 7.2. The Agreement shall expire each June 30 at 11:59 p.m. and will automatically renew each July 1 at 12:00 a.m. (midnight Arizona time) unless the Agreement is terminated as provided for in this Agreement.
8. Termination of Agreement. This Agreement may be terminated, with or without cause, by either Party, upon written notification not less than 60 days prior to the effective date of termination.
9. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like regarding this Agreement, or any matter arising from this Agreement, shall be in Cochise County, Arizona.

10. Inspection and Audit. The City and SVMPO shall make all books, accounts, reports, files, and other records relating to this Agreement subject to inspection and audit. Inspections and audits will be performed at reasonable times and in such offices to which the Parties may mutually agree.
11. Severability. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall remain in effect and be valid and enforceable to the fullest extent permitted by law.
12. Amendment. This Agreement shall not be amended except by written instrument mutually agreed upon and executed by the Parties.
13. Notices. Any notice, consent, or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the second day after it is deposited with any commercial air courier or express service, or if mailed, three days after the Notice is deposited in the United States mail addressed as follows:

City of Sierra Vista
Attn: City Manager
1011 N. Coronado Drive
Sierra Vista, Arizona 85635-9610

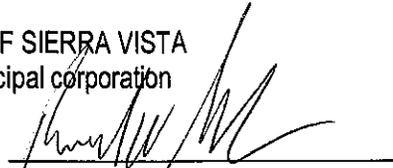
Sierra Vista Metropolitan Planning
Organization (SVMPO)
Attn: SVMPO Administrator
401 Giulio Cesare Ave
Sierra Vista, Arizona

14. Authority. The City and the SVMPO each represent, warrant, and covenant to the other that they have the right to enter into and make this Agreement.
15. Entire Agreement. This Agreement and Attachments constitutes the entire Agreement between the Parties and includes all prior oral and written agreements of the Parties.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF SIERRA VISTA
A municipal corporation

By:



Frederick Mueller, Mayor

Date:

Attested to:

By: Jill Adams
Jill Adams, City Clerk

Sierra Vista Metropolitan Planning Organization

By: _____
Richard Searle, Vice-Chair, SVMPO Board of Directors

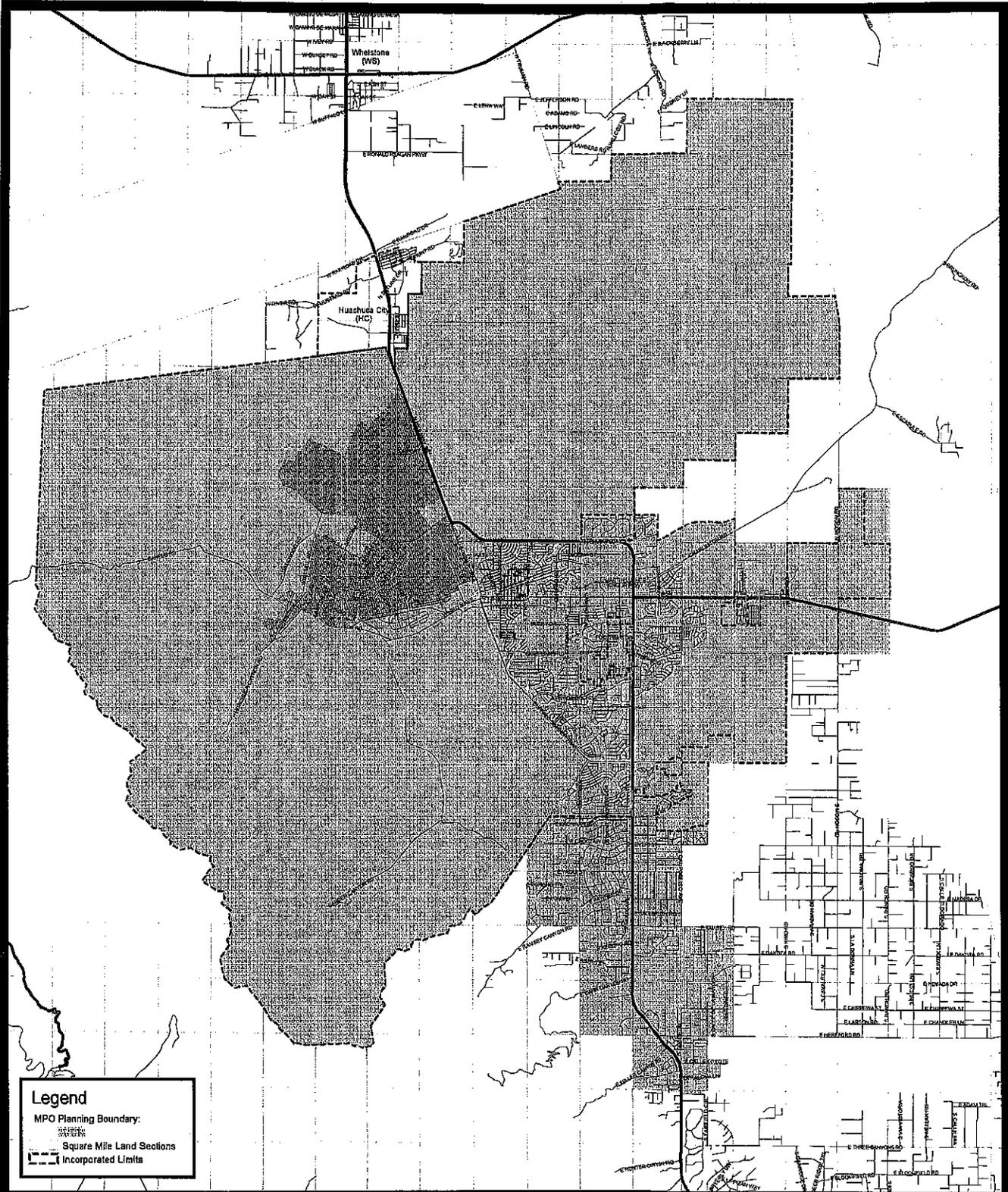
Date: _____

Attested to:

By: _____
Daniel Coxworth, SVMPO Administrator

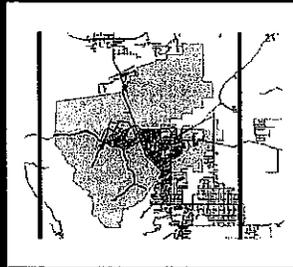
Approved as to form:

By: Nathan Williams
Nathan Williams, City Attorney



Legend

- MPO Planning Boundary: [Shaded Area]
- Square Mile Land Sections: [Grid Pattern]
- Incorporated Limits: [Dashed Line]



**MPO
Planning Boundary**

This map is a product of the
City of Sierra Vista GIS

A north arrow pointing upwards and a scale bar below it. The scale bar is marked with '0' and '1" = 13475''.

BY-LAWS

Sierra Vista Metropolitan Planning Organization

December 18, 2013

SECTION I. OBJECTIVE

The objective of the Sierra Vista Metropolitan Planning Organization (SVMPO) is to carry out planning, coordination, and integration of activities necessary to maintain a comprehensive, cooperative, and continuing multi-agency transportation planning program; and further, as specified by the Board of Directors of SVMPO, carry out other related specific tasks including implementation thereof. The SVMPO will exercise leadership and initiative in transportation planning and assisting development of the greater Sierra Vista community.

SECTION II: AREA

The area that permitted SVMPO to be designated as a Metropolitan Planning Organization (MPO) under federal and state law is the Sierra Vista Urbanized Area, shown in Figure 1. The Planning Area Boundary of the SVMPO includes the City of Sierra Vista incorporated limits including Fort Huachuca, and unincorporated areas of Cochise County, as depicted in Figure 2.

SECTION III: ORGANIZATION

Jurisdictions that make up the SVMPO include the City of Sierra Vista, Cochise County, and the Arizona Department of Transportation (ADOT). Elected officials (except for ADOT's representative, who is appointed by the Governor of the State of Arizona) from each of those agencies make up a Board of Directors; an MPO Administrator; and technical staff make up a Technical Advisory Committee (TAC). In addition, there may be other special committees such as technical subcommittees and/or citizen tasks forces. Each group is defined below:

- A. **Board of Directors.** The SVMPO Board of Directors consists of elected officials from the City of Sierra Vista, Cochise County, and one member from the Arizona Department of Transportation's State Transportation Board who is appointed to the State Transportation Board by the Governor, or his/her designee, who must be an employee of

the Arizona Department of Transportation. It is the function of the Board of Directors to act as a policy making body, coordinating and directing transportation planning, implementation thereof and related activities within the overall regional comprehensive planning process.

1. Membership.

(a) To be an eligible member of the Board of Directors, that person must be a duly elected member of a governing body of a unit of local government located in the SVMPO planning area, excepting the member of the Arizona State Transportation Board. Each unit of local government and the State Transportation Board shall designate the person or persons among its duly elected governing body or, appointed to the State Transportation Board by the Governor that shall serve as primary member of the SVMPO Board of Directors. At its discretion, each government entity may select alternates who are duly elected members of the governing body or a duly qualified employee designated by the State Transportation Board's SVMPO representative, when the primary member(s) is not available. The alternate(s) will have the same voting power and duties in the absence of the primary member(s).

(b) Designation of Primary and Alternate members shall be in accordance with statute, ordinance or regulation governing each agency, and written verification shall be provided in a timely manner at least annually to the SVMPO Administrator.

(c) The number of eligible members on the Executive Board shall be as follows:

Jurisdiction	Number of Members
City of Sierra Vista	3
Cochise County	1
State Transportation Board	1
Total	5

(d) Any member, who for any reason shall no longer be in the service of the governmental unit jurisdiction, shall have his/her position vacated automatically and another member shall be appointed by the appropriate governmental unit.

- (e) Representatives of the following units of government are voting members of the SVMPO: City of Sierra Vista, Cochise County, and the Arizona State Transportation Board.

2. Voting.

- (a) Each member of the Board of Directors is entitled to one (1) vote. Upon the absence of a Primary member at any particular meeting, his/her vote may be cast by an alternate member from the same jurisdiction.
- (b) Any declaration of abstention or conflict of interest must be stated prior to discussion of that particular agenda item.

3. Officers.

- (a) The members of the SVMPO shall elect the following officers: Chair and Vice Chair. Election of officers will occur at the first meeting of the calendar year. In the absence of the Chair, or upon his/her inability to act or serve, the Vice Chair shall have the powers of the Chair. The Chair and Vice Chair will serve without compensation, and shall serve for a period of one year.
- (b) The Chair shall be able to vote on all matters before the SVMPO. He/she shall sign on behalf of the SVMPO all documents requiring signatures and shall perform all other duties required of the Chair. The Chair develops the Agenda for all board meetings, subject to approval by the Board. The SVMPO Board of Directors may delegate to the MPO Administrator such signatures it deems appropriate and/or necessary.
- (c) The SVMPO Chair shall have the custody and control of the funds, and shall report the state of the finances of the SVMPO at the close out of the fiscal year. He/she shall have the responsibility for keeping the minutes and such books, resolutions, or other services that may be required by the SVMPO. The SVMPO Board of Directors may delegate to an employee, or employees, of the SVMPO any or all of the duties and powers described in this section (3)(c).

(d) If required by the SVMPO Board, any employee, or retained consultant so delegated any or all of his/her functions, shall give the SVMPO a bond in such, and with such surety or sureties as shall be satisfactory to the SVMPO, for the faithful performance of the duties of this office.

4. Responsibilities.

(a) The SVMPO Board of Directors is responsible for all actions, agreements and functions to be carried out by the Sierra Vista Metropolitan Planning Organization.

(b) The SVMPO is responsible for development of the following essential products:

1. Long Range Regional Transportation Plan;
2. Transportation Improvement Program (TIP);
3. Public Participation Plan; and
4. Unified Planning Work Program and Budget;

(c) Other products deemed essential may be authorized by the Board of Directors, and specified in the Unified Planning Work Program.

5. Meetings.

(a) The Board of Directors of the SVMPO shall follow the Open Meeting Laws of Arizona.

(b) The guideline for the parliamentary procedures used at meetings shall be Robert Rules of Order, except as otherwise modified herein or unless the Rules are suspended by a majority vote of all voting members.

(c) A quorum shall be required for the conduct of any business. Majority (i.e., three) members of the SVMPO Board shall constitute a quorum for the transaction of business.

(d) The SVMPO Board of Directors shall meet regularly, at least once a quarter. Additional meetings may be called by the Chair as required. The time, date, and location of meetings will be posted at least twenty-four (24) hours in advance. The

notices of the meetings shall conform to the open meeting laws of Arizona. Members will be notified of all meetings.

- (c) Remote participation by members or alternates for all Board meetings is allowed by telephone or video conference provided that the participant and all in attendance can hear each other. Remote SVMPO Board member participant(s) are considered present for purposes of a quorum.

B. **Technical Advisory Committee (TAC).** The SVMPO's Technical Advisory Committee (TAC) is composed of technical and/or managerial staff representatives from each of the participating agencies (including ADOT). In addition, there may be one or more ex-officio, non-voting representatives from Fort Huachuca. Each ex-officio, non-voting member, must be approved by his/her respective agency. The MPO Administrator is a non-voting member of the TAC and will provide the required administrative support.

The TAC has authority and primary responsibility to conduct technical reviews and analyses regarding all work activities of the Unified Planning Work Program, and any related issues as specified by the SVMPO's Board of Directors, and to so advise the Board of Directors on appropriate actions that may be taken. The TAC works closely with SVMPO staff, providing guidance and direction for development of the annual Unified Planning Work Program and Budget and work activities defined therein.

1. Membership.

- (a) Voting membership on the SVMPO Technical Advisory Committee shall be as follows:

City of Sierra Vista - Three (3) positions:
Director of Public Works
Director of Community Development
City Engineer

Cochise County - One (1) position:
Director of Public Works

Arizona Department of Transportation - One (1) position:
Planning Program Manager, ADOT for Systems Planning and Programming

The person in each of the above named positions may, by a written statement to the Chairman of the Board of Directors and the Technical Advisory Committee, designate a regular alternate. Non-regular alternates (i.e., for a particular meeting) must be declared when the meeting is called to order.

- (b) In addition to the voting members listed above, one or more ex-officio non-voting representatives from Fort Huachuca may participate on issues of concern and/or subjects of particular technical expertise.

2. Voting

Each member of the Board of Directors is entitled to one (1) vote. Upon the absence of a Primary member at any particular meeting, his/her vote may be cast by an alternate member from the same jurisdiction.

Elected officers of the TAC shall be elected on an annual basis at the first meeting of the calendar year.

3. Responsibilities.

The SVMPO Technical Advisory Committee shall be responsible for reviewing, studying, analyzing, and as appropriate, making recommendations to the SVMPO Board of Directors on issues germane to the Sierra Vista Metropolitan Planning Organization.

4. Meetings.

- (a) The guideline for parliamentary procedures at meetings shall be Roberts Rules of Order, except as otherwise modified herein or unless the Rules are suspended by a majority vote of all voting members.
- (b) A quorum shall be required for the conduct of any business. Majority (i.e., three) TAC members of the SVMPO shall constitute a quorum for the transaction of business.
- (c) The SVMPO TAC shall meet regularly at least once a quarter, unless determined otherwise by the Chair of the TAC or by a majority vote of the TAC. Members will

be notified of all meetings.

- (d) Remote participation by TAC members or alternates for all TAC meetings is allowed by telephone or video conference provided that the participant and all in attendance can hear each other. Remote TAC member participant(s) are considered present for purposes of a quorum.

IV. FINANCES

- A. **Fiscal Year.** The Sierra Vista Metropolitan Planning Organization's fiscal year shall commence on July 1 of each year.
- B. **Funding.** The SVMPO shall have the power to receive funds from any public or private source including, but not limited to, the federal, state and local governments; voluntary associations; non-profit corporations, firms, partnerships, or person or any combination thereof; bequests, donations, devices, grants, and gifts of all kinds of property.
- C. **Audit.** The Chair shall call for an annual audit of the financial affairs of the SVMPO to be made by the municipal entity performing financial services. The audit report shall be made available to all SVMPO members.

V. SPECIAL COMMITTEES

A. **Formation.**

1. Special SVMPO committees may be created by the SVMPO Board of Directors as deemed necessary. A special committee may be either an ad hoc committee for a specific work task, or a standing committee for one or more work tasks. Any such special committee will be responsible to the SVMPO Board of Directors.
2. At the direction of the Chair of the Board of Directors and the Technical Advisory Committee, respectively, subcommittees may be formed to investigate some particular work task/issue germane to the Sierra Vista Metropolitan Planning Organization.

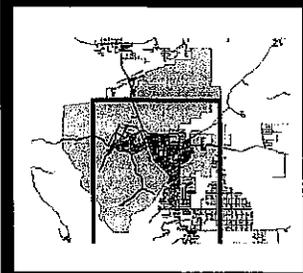
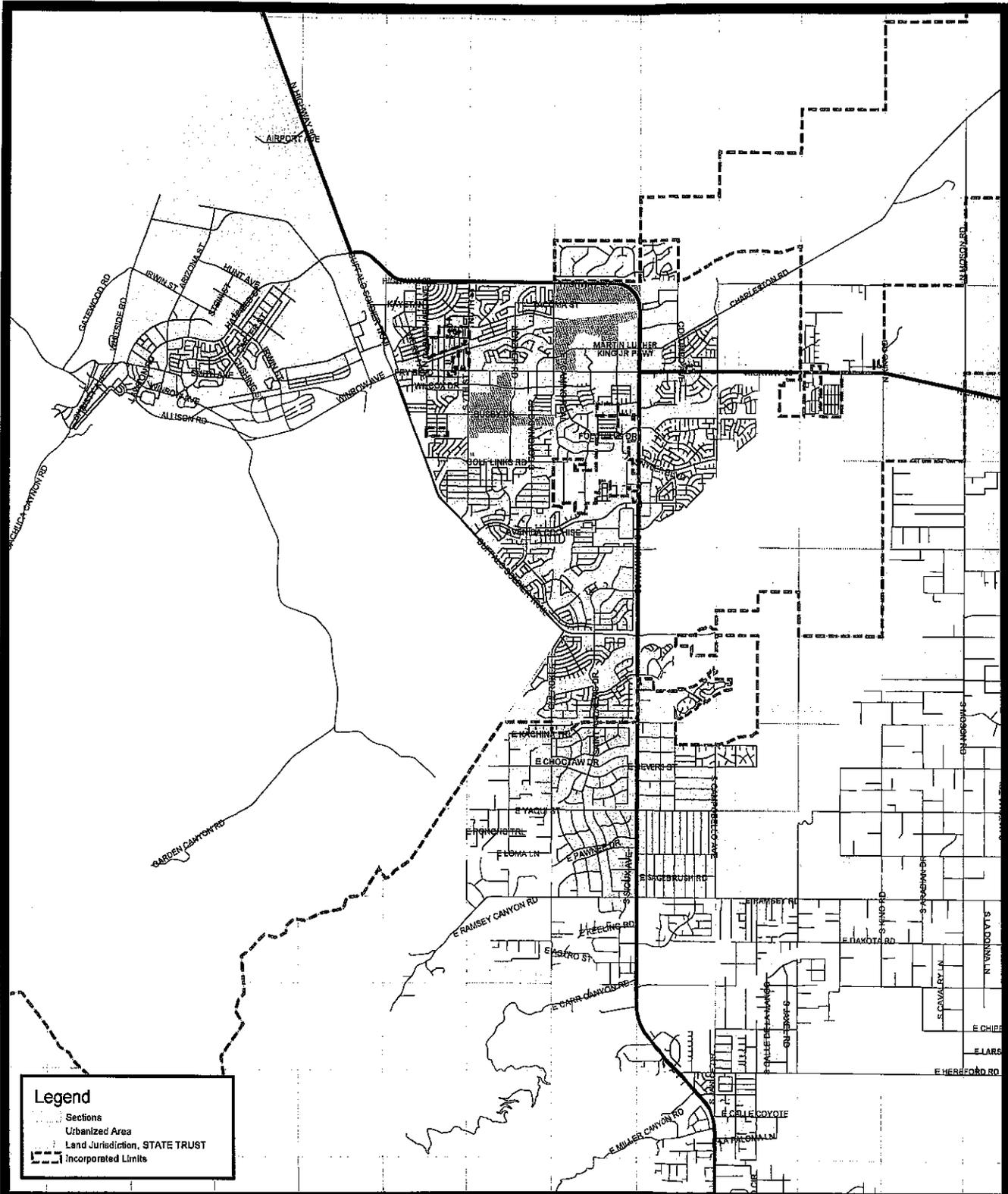
- B. ***Powers and Duties.*** The SVMPO Board of Directors shall define the duties, and authorize the power of all special committees. Special committees shall follow parliamentary procedures as defined in these Bylaws for the Board of Directors and Technical Advisory Committee. Special committees, unless membership consists exclusively of employees of the member jurisdictions, shall observe the Open Meeting Laws of Arizona.
- C. ***Membership.*** Membership on a special committee shall be determined by the SVMPO Board of Directors and/or the Technical Advisory Committee. The SVMPO Board of Directors and/or the Technical Advisory Committee may appoint, at its discretion, any individual it deems qualified to serve on a special committee.

VI. AMENDMENT OF BYLAWS

These Bylaws can be amended by a majority vote of the Sierra Vista Metropolitan Planning Organization's Board of Directors at any scheduled meeting.

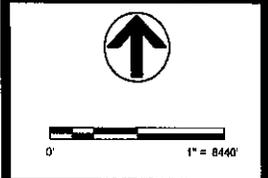
VII. SVMPO STAFF

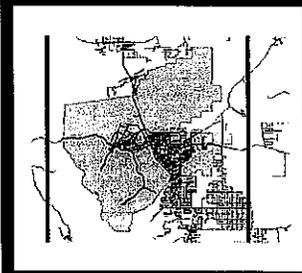
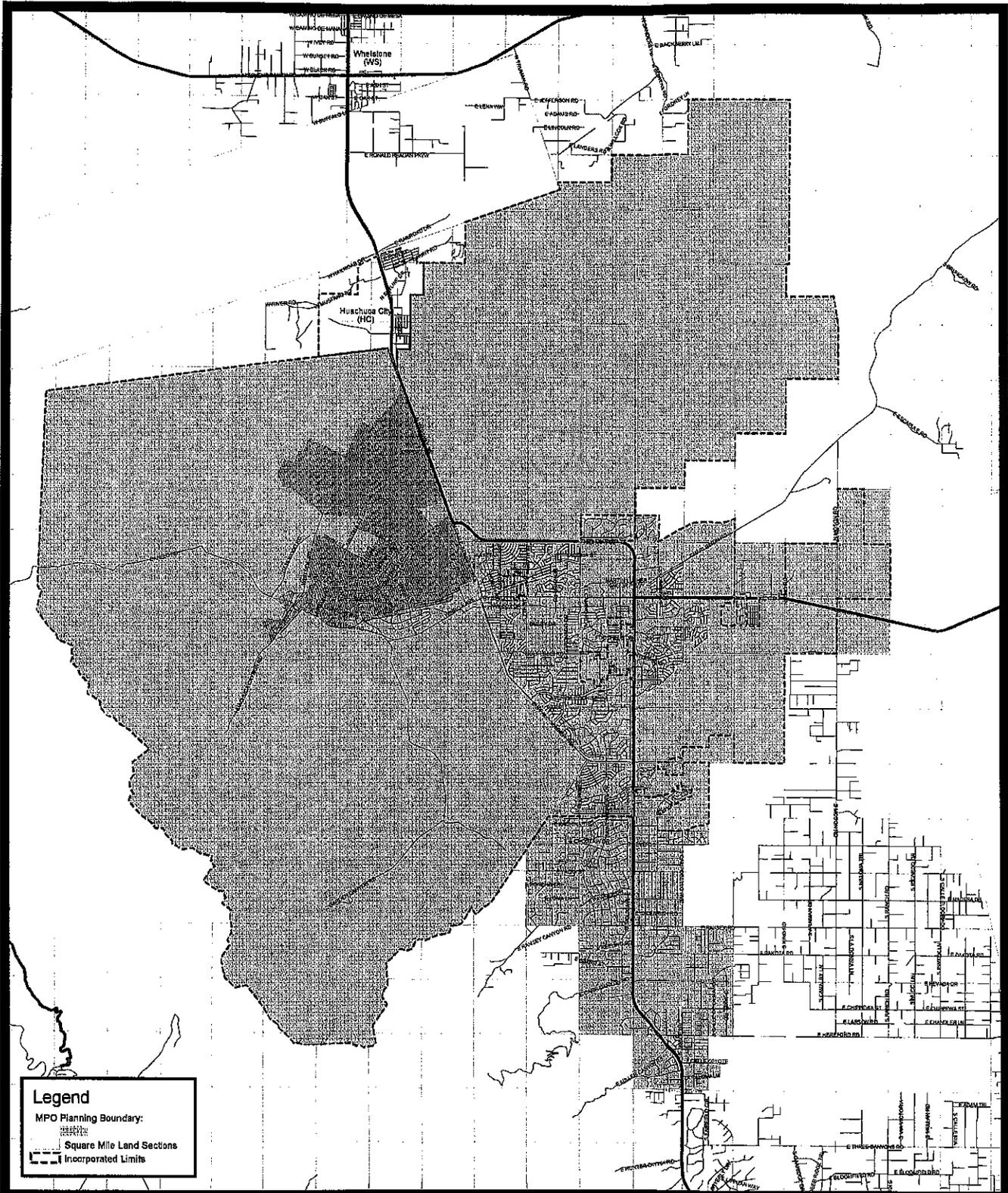
The SVMPO staff consists of an MPO Administrator and supporting staff personnel as designated by the Board.



Sierra Vista MPO Urbanized Area (UZA)

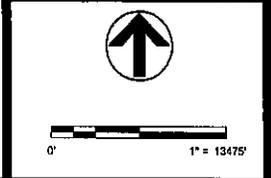
This map is a product of the
City of Sierra Vista GIS





MPO Planning Boundary

This map is a product of the
City of Sierra Vista GIS

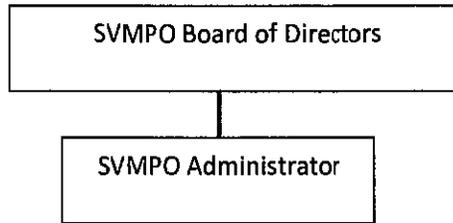


ATTACHMENT C

Employment of SVMPO Personnel by Host Agency City of Sierra Vista

The City of Sierra shall integrate SVMPO staff into its personnel system in the manner set forth in this attachment.

- 1. Employee Status:** For the Purpose of this Agreement, unless otherwise expressly provided herein, SVMPO Staff shall be considered employees of the City of Sierra Vista on assignment to SVMPO and shall be subject to applicable City Employment Policies and Procedures and entitled City employee benefits, including, but not limited to health and other insurance, leave accrual, Workers' Compensation Insurance and participation in the Arizona State Retirement System.
- 2. Form of Organization:** For the purposes of organization, the SVMPO Staff shall be deemed to comprise a separate operating unit as follows:



- 3. Administration:** All decisions with respect to operations, employment/retention, annual performance evaluation, employee compensation and work assignments shall be reserved to the discretion of the SVMPO Board.
- 4. Employees:** In the event of a vacancy in a SVMPO position, the City of Sierra Vista, Human Resource Division and SVMPO Technical Advisory Committee will screen and interview applicants. The SVMPO Board will approve the successful candidate for employment. Upon acceptance by the candidate, the City shall process the person selected as a new City employee with benefits commensurate with new employee status. Unless otherwise agreed to by the Parties, termination and/or replacement of a current employee may be handled by City administrative staff upon receipt of a request by the SVMPO Board.

COST OF OFFICE AND SITE SERVICES

The City of Sierra shall provide Office and Site Services to SVMPO Staff in the manner set forth in this attachment.

- 1. Office Space and Site Services:** The City shall provide SVMPO Staff with office and site services as described in Section 2.5 of the Intergovernmental Agreement between the City of Sierra Vista and the Sierra Vista Metropolitan Planning Organizational (SVMPO). The office for the SVMPO Administrator shall be located at 401 Guilio Cesare Avenue, Sierra Vista, AZ 85635.
- 2. Cost:** The SVMPO agrees to pay an all-inclusive monthly fee for office and site services to the City in the amount of \$30,000 per year. The Parties agree that payments as set forth in this attachment shall be deemed to be an in-kind match and applied accordingly.