

RESOLUTION 2020-039

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; APPROVING AN AMENDMENT TO 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 Section 951, *et seq.*; 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 in 2014, entered into an Intergovernmental Agreement to formalize that relationship; and

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

WHEREAS, the Intergovernmental Agreement as adopted in 2014, and amended in 2015, now requires updating.

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 2015-052, be, and hereby is, reaffirmed.

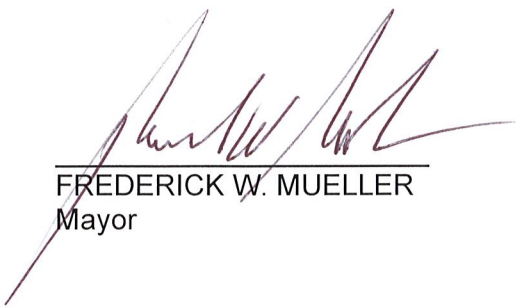
SECTION 2

That the City of Sierra Vista approves the attached Second Amended 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 25th DAY OF JUNE 2020.



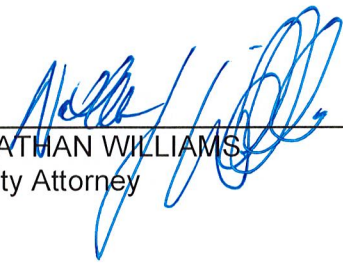
FREDERICK W. MUELLER
Mayor

ATTEST:



JILL ADAMS
City Clerk

APPROVED AS TO FORM:



NATHAN WILLIAMS
City Attorney

**SECOND AMENDED 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 (SVMPO)**, a statutory legal entity established pursuant to the laws of the State of Arizona. 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, the 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 the SVMPO are in favor of maximizing the public benefit that can be derived from such cooperative efforts; and

WHEREAS, the parties wish to amend its Agreement whereby the City hosts 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, or as formally amended. The SVMPO Board holds all signatory authority for the SVMPO.

2. Host Agency's Services. The parties agree that the City will serve as a host organization ("Host Agency") and Fiscal Agent 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 or on behalf of the SVMPO in policy matters, the Host Agency provides administrative services in the form of employment of personnel, financial, procurement, and legal services as described below. As Fiscal Agent, the City agrees to provide human resources, fiscal, and staff support services as described below, and all appropriate funding, as identified by fiscal year in the SVMPO approved Work Program, to allow the SVMPO staff to fulfill its obligations and responsibilities under the SVMPO Work Program and as designated in the associated Work Program Agreement.
 - 2.1 Employment of Personnel. The City shall establish within its personnel system positions to be occupied by SVMPO staff (hereinafter "SVMPO Staff"), who, for the purposes of this Agreement, are considered City employees assigned to the SVMPO and are subject to City Employment Policies and Procedures and are entitled to City benefits as more fully described in Attachment C. The SVMPO Board provides policy direction to Staff and holds authority for executing SVMPO Work Program Agreements or Amendments to the Agreement, and may delegate such authority to SVMPO staff, with the consent of the MPO.
 - 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. This is part of the site services as stated in section 2.5. The specific scope for financial services is located in Attachment D. The City shall assure that the financial management system complies with 2 CFR 200.302. The City shall be responsible for audit of the SVMPO in compliance with federal requirements in 2 CFR 200 Subpart F, 2 CFR 200.501, .507, .508, .512 and in compliance with the ADOT / SVMPO Grant Agreement Section titled "Audit" and shall forward the annual single audit report to the SVMPO Board of Directors.
 - 2.3 In order to ensure auditability and to facilitate integration with the City's financial and accounting systems, the SVMPO agrees to adhere to the City's financial and accounting procedures. The City shall track the SVMPO's financial information using Generally Accepted Accounting Principles. All accounting for state and federal funds shall be maintained consistent with current state and federal requirements and in compliance with the Arizona Dept. of Transportation (ADOT) / SVMPO Grant Agreement Sections titled "Accounting Records" and "Requisitions and Payments" and federal requirements as referenced in 2 CFR 200.302, .306, .333, .336, .402-.415, .420-.475, .501, .507, .512, 2 CFR 200 Subparts E, and 2 CFR 200 Appendices II and VII.
 - 2.4 Procurement Services. The City shall provide assistance to the SVMPO as required for the SVMPO's procurement of goods and services for its operations and planning. Policies and procedures for procurement and purchasing shall be established in compliance with the annual Work Program and executed ADOT/SVMPO Grant Agreement section titled "Procurement". The City agrees to use federal or state thresholds, where applicable, for the procurement of professional services and where not otherwise specified in this Agreement, the SVMPO agrees to comply with the City's purchasing policies and procedures. All federal requirements of 2 CFR 200.317 through 200.326 and Appendix II

shall be followed when using federal funds and state procurement requirements shall be followed when using state funds.

- 2.5 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.
- 2.6 Office and Site Services. The City will provide office space, including meeting and conference space, site services from Finance, IT, HR, Procurement, Public Works, and other site services to conduct SVMPO business (local and out of town). The City can provide for the hosting of a website for the SVMPO, if needed. The City will provide a telephone line with a listing as the telephone number for the SVMPO. The City and the SVMPO agree that the cost of the Office will be billed at least once quarterly to the SVMPO as a direct expense and the Site Services described in this Agreement and in Attachment D is part of the 10% Indirect Cost De Minimus, which the SVMPO shall pay to the City in a reasonable period of time upon receipt of invoice.
- 2.7 Legal Notices. The Host Agency will arrange for the posting of legal and other notices required by law or otherwise for SVMPO Staff.
3. Matching funds. The City of Sierra Vista will contribute a yearly cash match contribution based on the yearly SVMPO Work Program Budget at the beginning of each fiscal year. This cash match will be used for administration, operating/direct expenses, indirect expenses and project services. The biannual work program shall contain the estimated match amounts for each SVMPO member jurisdiction and these estimated amounts, based on the most currently available data at that time, be transmitted to each member jurisdiction by the end of each calendar year for their next year's budget cycle planning. It is acknowledged that the SVMPO Board may make adjustments to yearly match contribution throughout the year and the SVMPO agrees to notify the City of any adjustments made to requested contributions upon adoption. Eligible In-Kind staff services may continue to be submitted to enhance available resources to the regional work program.
4. Compliance with State and Federal Requirements. The Parties agree that, notwithstanding provisions 2.2 & 2.3 (Financial Services) and 2.4 (Procurement Services) of the Agreement, each shall comply with all 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. Each Party also agrees to comply with the terms and conditions of the executed ADOT/SVMPO Joint Project Agreement. The City shall ensure adequate and appropriate funding, as identified by fiscal year in the Work Program, to allow the SVMPO staff to effectively and efficiently execute the biannual Work Program.
5. 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 SVMPO Administrator will calculate 10% Indirect Cost De Minimis from the total budget of all work programs except for the rental cost. The rental cost to be paid to the City will be added as a direct expense to the SVMPO and will be excluded from the 10% Indirect Cost calculation. 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.

6. Reimbursement. The City will invoice the SVMPO 10% Indirect Cost De Minimis (2 CFR §200.68 & §414 (f) from the actual direct expenditures for all tasks except for the rental cost associated to the Metropolitan Planning (PL), Statewide Planning and Research (SPR), FTA 5305 and STBG Funds. The 10% indirect cost invoice to the SVMPO will compensate the City for site services as stated in section 2.5 and in Attachment D provided for SVMPO purposes. The City shall also invoice the SVMPO a rental cost as stated in Attachment D. The calculation of the 10% indirect cost De Minimis will be done during the preparation of regular reimbursement requests but no less than on a quarterly basis. The final invoice of the year, covering the period through the end of June of each year, is due to the SVMPO no later than July 15.
7. 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, the 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 the SVMPO.
8. Non-Discrimination. To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order 75-5 which mandated all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the Americans with Disabilities Act, Public Act 101-336, 42 U.S.C. Sections 12101-12213 and all applicable Federal Regulations under the Act, including 28 C.F.R. Parts 35 & 36.
9. Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
10. No Boycott of Israel. In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
11. Compliance With Immigration Laws. The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.
12. Terms of the Agreement
 - 12.1 This Agreement shall become effective following its approval by each Party and upon its recording in the Office of the Cochise County Recorder.

12.2 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.

13. 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.
14. 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.
15. 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 both Parties may mutually agree.
16. 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.
17. Amendment. This Agreement shall not be amended except by written instrument mutually agreed upon and executed by the Parties.
18. 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 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
Attn: SVMPO Administrator
401 Giulio Cesare Ave
Sierra Vista, Arizona 85635
19. 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.
20. 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 W. Mueller, Mayor

Date:

25 Jun 2020

Attested to:

By:


Jill Adams, City Clerk

By:


Tom Borer, Vice-Chair, SVMPO Board of Directors

Date:

5/21/2020

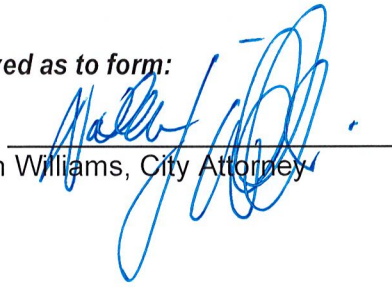
Attested to:

By:


Karen L. Lamberton, AICP, SVMPO Administrator

Approved as to form:

By:

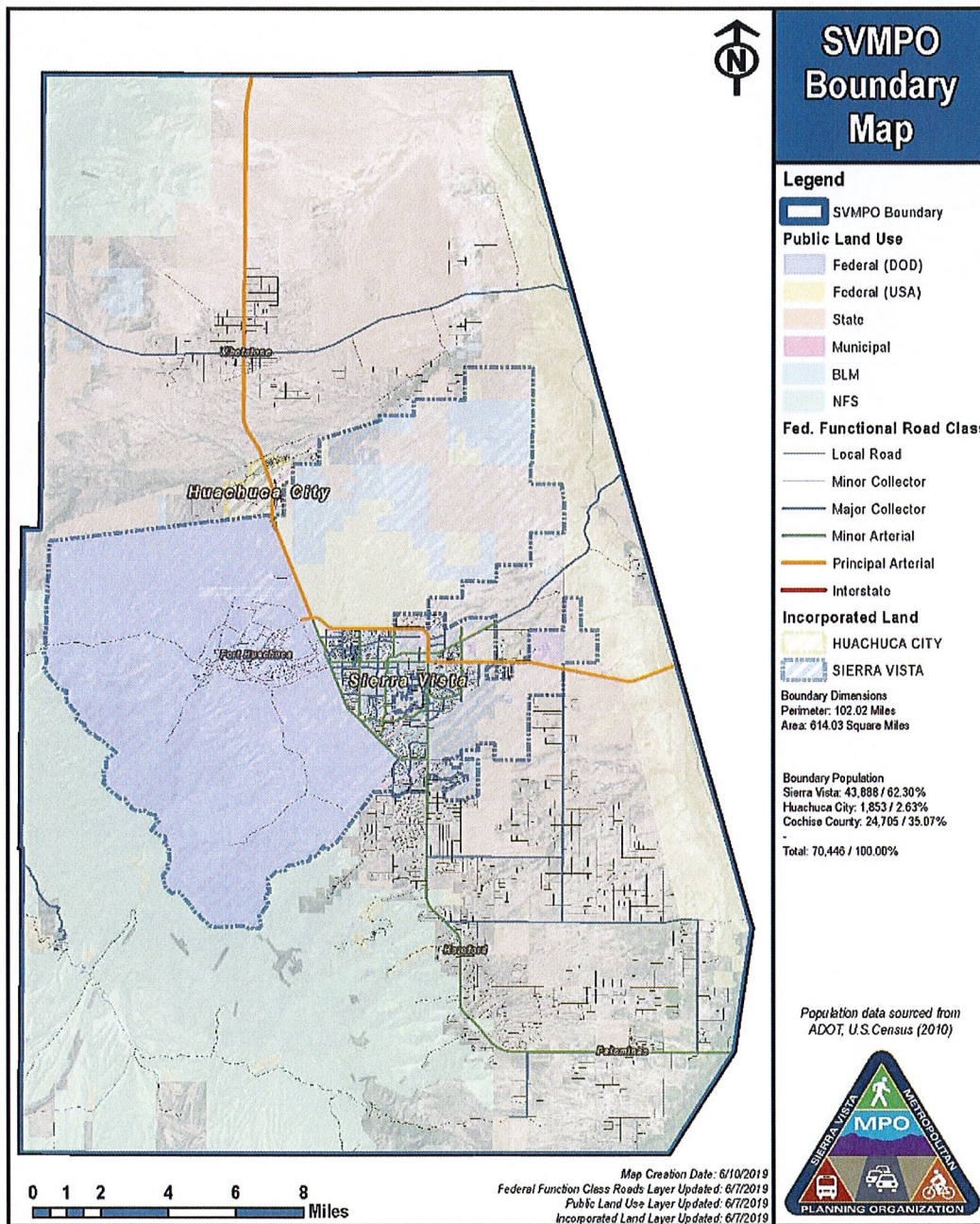

Nathan Williams, City Attorney

**Sierra Vista Metropolitan Planning
Organization**

ATTACHMENT A: PLANNING AREA

The Sierra Vista Metropolitan Planning Organization (SVMPO), is the federally designated metropolitan planning organization for the southwestern area of Cochise County, including the urbanized areas of the City of Sierra Vista and the Town of Huachuca City. The SVMPO planning area encompasses an area of approximately 614 square miles and its regional boundaries reach to the international border with Mexico to the south, the Pima County boundary to the west, to the City of Benson jurisdiction boundary to the north and the San Pedro river corridor to the east. There are currently two incorporated areas within the SVMPO; the City of Sierra Vista and the Town of Huachuca City.

The MPO planning area includes federal and state-owned lands, including the Coronado National Forest and the U.S. Military installation at Fort Huachuca. Other jurisdictions within Cochise County, and key areas outside of Cochise County, are included in planning processes in order to help evaluate connectivity and outside impacts.



ATTACHMENT B

SVMPO ByLaws



SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION BY-LAWS

SIERRA VISTA MPO BY-LAWS

Adopted on December 18, 2013
SVMPO Executive Board

Amendment One on November 18, 2015
Amendment Two on January 18, 2018
Amendment Three on November 15, 2018
Amendment Four on September 19, 2019
Amendment Five on November 21, 2019

Mission Statement

The Sierra Vista Metropolitan Planning Organization is a regional policy and planning agency serving the City of Sierra Vista, the Town of Huachuca City and Cochise County, in partnership with the Arizona State Department of Transportation. We share information and build consensus among our member jurisdictions on regional transportation plans and projects.

SIERRA VISTA METROPOLITAN PLANNING ORGANIZATION BY-LAWS

AS LAST AMENDED NOVEMBER 21, 2019

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 the SVMPO, carry out other related specific tasks including implementation thereof. The SVMPO will exercise leadership and initiative in transportation planning and assist development of the greater Sierra Vista community.

SECTION II: SVMPO PLANNING AREA

The Planning Area Boundary of the SVMPO includes the City of Sierra Vista incorporated limits including Fort Huachuca, the Town of Huachuca City incorporated limits, and unincorporated areas of Cochise County, as shown in the SVMPO Boundary Map, attached hereto.

SECTION III: ORGANIZATION

Jurisdictions that make up the SVMPO include the City of Sierra Vista, the Town of Huachuca City, 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 makes up a Technical Advisory Committee (TAC). In addition, there may be other special committees such as technical subcommittees and 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, Town of Huachuca City, 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 a 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 suitably 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 of any changes shall be provided in a timely manner to the SVMPO Administrator.
- (c) The number of eligible members on the Executive Board shall be as follows:

JURISDICTION	VOTING STATUS	NUMBER OF MEMBERS
City of Sierra Vista		3
Town Huachuca City		1
Cochise County		1
State Transportation Board	Non-Voting	1

- (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 the appropriate governmental unit shall appoint another member.
- (e) Representatives of the following units of government are voting members of the SVMPO: City of Sierra Vista, Town of Huachuca City, and Cochise County.
- (f) Representatives of the following unit of government is a non-voting member of the SVMPO: Arizona State Transportation Board representative.

2. Voting

- (a) Each voting member of the Board of Directors is entitled to one (1) vote. Upon the absence of a Primary voting 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, every other 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 two years.
- (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 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 closeout 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 the 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) voting 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.

- (e) 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 the 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 the 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:

JURISDICTION	NUMBER OF MEMBERS
City of Sierra Vista	3
Town of Huachuca City	1
Cochise County	2
Transit Agency	1
Arizona Dept. of Transportation	1

City of Sierra Vista - Three (3) City staff positions appointed by the City Manager.

The persons appointed to the TAC shall be staff members of the City of Sierra Vista with technical knowledge of transportation planning to advise and provide recommendations to the SVMPO Board of Directors.

Town of Huachuca City – One (1) position Town staff positions appointed by the Town Manager

The person appointed to the TAC shall be a staff member of the Town of Huachuca City with technical knowledge of transportation planning to advise and provide recommendations to the SVMPO Board of Directors.

Cochise County – Two (2) positions County staff positions appointed by the County Administrator.

The person appointed to the TAC shall be a staff member of Cochise County with technical knowledge of transportation planning to advise and provide recommendations to the SVMPO Board of Directors.

Transit Representative – One (1) position

The transit staff position will be selected by the largest transit agency in the SVMPO region and shall be a person with specific knowledge of transit planning to advise and provide recommendations to the SVMPO Board of Directions.

Arizona Department of Transportation - One (1) position

Planning Program Manager, ADOT for Systems Planning and Programming

The persons appointed to the TAC 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 subjects of particular technical expertise.

2. Voting

Each member of the Technical Advisory Committee 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. **five**) TAC members of the SVMPO shall constitute a quorum for the transaction of business.
- (c) The SVMPO TAC shall meet as determined 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.

C: ADVISORY SUBCOMMITTEES

SVMPO committees may be created by the SVMPO Board of Directors as deemed necessary. An Advisory Subcommittee may be either an ad hoc committee for a specific work task, or a standing committee for one or more work tasks. Any such committee will be responsible to the SVMPO Board of Directors.

1. Formation: At the direction of the Chair of the Board of Directors and the Technical Advisory Committee, respectively, Advisory Subcommittees may be formed to investigate some particular work task/issue germane to the Sierra Vista Metropolitan Planning Organization.

2. Powers and Duties: The SVMPO Board of Directors shall define the duties, and authorize the power of all Advisory Subcommittees. Advisory Subcommittees shall follow parliamentary procedures as defined in these Bylaws for the Board of Directors and Technical Advisory Committee. Advisory Subcommittees, unless membership consists exclusively of employees of the member jurisdictions, shall observe the Open Meeting Laws of Arizona.

3. Membership: Membership on an Advisory Subcommittee shall be determined by the SVMPO Board of Directors and/or the Technical Advisory Committee, or their designee. The SVMPO Board of Directors and/or the Technical Advisory Committee may appoint, at its discretion, any individual it deems qualified to serve on an Advisory Subcommittee.

SECTION 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: Jurisdiction Funding Match: Funding from member jurisdictions will be apportioned annually based upon population (50%) and the number of federally functionally classified lane miles (50%) within each jurisdiction. Jurisdiction match requirements will be included for approval in the annual Work Program and Budget.

D: 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 Board members.

SECTION V: 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.

SECTION VI: SVMPO STAFF

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

Summary of SVMPO By-Law Amendments

Originating By-Laws/December 18, 2013	Creation of the Sierra Vista MPO, Identifying Planning Area; MPO Organizational Structure for the Board of Directors and the Technical Advisory Committee
Amendment One/November 18, 2015	Revised the description of eligible members to the Technical Advisory Committees and designated powers of appointment to member jurisdiction County Administrators and City Managers.
Amendment Two/January 18, 2018	Expanded the SVMPO boundaries and added the Town of Huachuca City as an additional member jurisdiction.
Amendment Three/November 15, 2018	Added a second Cochise County (Community Development) and a Transit member to the Technical Advisory Committee
Amendment Four/September 19, 2019	Clarified that elections for two year terms for Chair and Vice-Chair would be held every other year.
Amendment Five/November 21, 2019	Added Jurisdictional Funding Match formula for MPO operating expenses; restructured Advisory Subcommittees

Sierra Vista Metropolitan Planning Organization

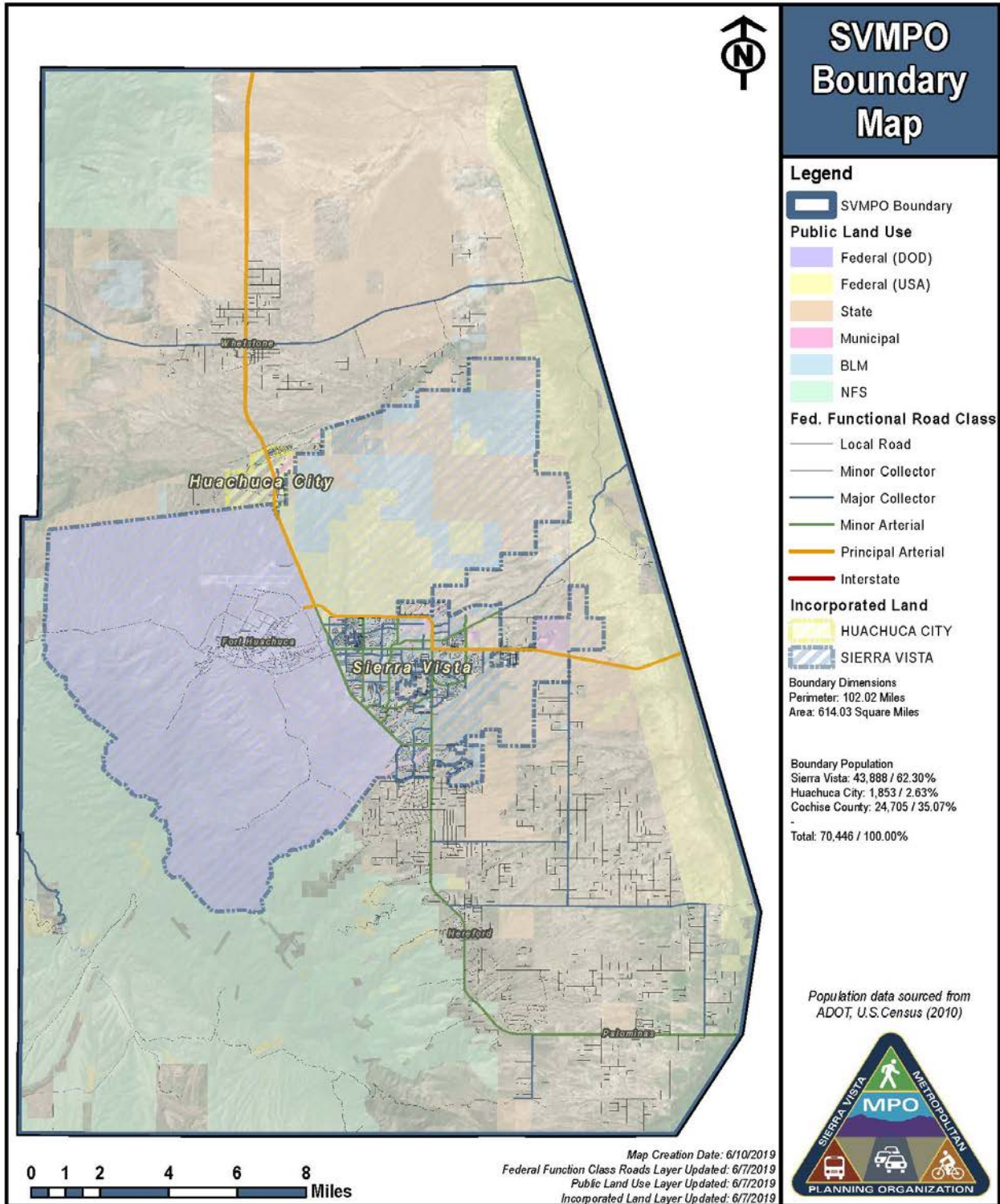
401 Giulio Cesare Ave

Sierra Vista, AZ 85635

www.SVMPO.org

SVMPO Boundary Map and Location

The SVMPO reaches to the international border with Mexico to the south, the Pima County boundary to the west, to the City of Benson jurisdiction boundary to the north and the San Pedro river corridor to the east. There are two incorporated areas within the SVMPO; the City of Sierra Vista and the Town of Huachuca City. The MPO includes federal and state owned lands, including the Coronado National Forest.

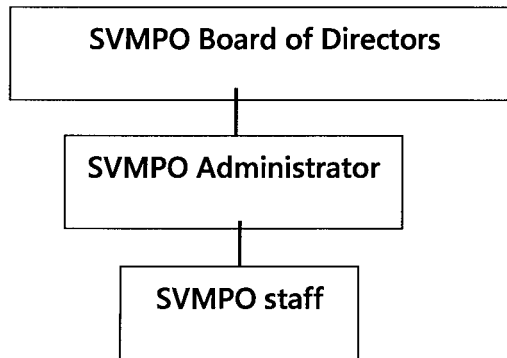


ATTACHMENT C

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 are employees of the SVMPO, but shall in every respect otherwise be considered employees of the City of Sierra Vista directly assigned to SVMPO per the Intergovernmental Agreement between the City of Sierra Vista and the SVMPO, and shall be subject to applicable City Employment Policies, Directives, and Procedures and entitled to 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 the SVMPO Administrator position, the City of Sierra Vista, Human Resource Division and SVMPO Technical Advisory Committee will screen and interview applicants, and recommend its top candidates to the SVMPO Board for interview and final selection. The SVMPO Board will approve the successful candidate for employment. Upon acceptance by the candidate, the City shall process the person selected as a City contract employee. 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.

ATTACHMENT D

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 and item #3 below of the Intergovernmental Agreement between the City of Sierra Vista and the Sierra Vista Metropolitan Planning Organization (SVMPO). The office for the SVMPO Administrator shall be located at 401 Giulio Cesare Avenue, Sierra Vista, AZ 85635.
- 2. Office Cost:** The SVMPO agrees to pay the City for the value of office rental which shall be calculated at the cost of square footage used by the SVMPO at the average lease rate of commercial space in Sierra Vista per year. As of the date of this Agreement, this amount is at a rate of \$14.00 per square foot per year. For a total of 340 square footage of dedicated SVMPO space, the annual rate is \$4,760.00. The City shall bill the SVMPO on a schedule mutually agreed upon by both parties. This cost shall be reevaluated every other year, beginning in 2022.
- 3. De Minimis Site Service Cost:** The cost of the site services will be allowable 10% Indirect Cost De Minimis. The calculation will be based on the actual monthly expenditures, excluding rental cost. Below are the site services with the summary of service scope by each City Department or Division.
 - a. Finance-financial services such as quarterly expenditure reports, DBE & No-DBE reports, reimbursement requests, requisition entries, invoice payments, general billing, cash receipts and other accounting services
 - b. Procurement- prepares bid and contract documents, Purchase Orders
 - c. IT-provides telephone line, computer and other technical support
 - d. HR-recruitment, hiring, bi-weekly payroll and other payroll services
 - e. Public works-janitorial, use of copier, utilities, etc.
 - f. Other site services- legal review and counsel, audit, mail, website hosting, etc.