

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: April 14, 2015	Time Needed: 5 Minutes										
Requesting Department: Public Works	Presenter(s) Name: William R. Bess, P.E., CFM										
Motion before the Board: Approve the Memorandum of Agreement (“MOA”) between the Hardrock Chapter and Navajo County for the Street Network Enhancement Project.											
Recommendation: (who, what, where, when, how, etc.) Staff recommends approval.											
<p>Background: (why should it be done, what will happen if not approved, etc. include resolution)</p> <p>The Hardrock Chapter is working on a Street Network Enhancement project to prepare their road data in GIS format for rural addressing and has requested assistance from Navajo County with the contracting for the GIS Services and to provide 50% of the total cost of the project in an amount not to exceed \$2,726.25. The Hardrock Chapter will provide the additional 50% of their share. This MOA includes the following:</p> <p style="margin-left: 40px;">The Hardrock Chapter will:</p> <ol style="list-style-type: none"> Provide fifty percent (50%) of the attached (Exhibit A) estimate in an amount not to exceed \$2,726.25 to Navajo County prior to commencement of the work. Provide one hundred percent (100%) of any additional cost associated with Chapter initiated scope changes. Manage the project work, and ensure the project does not exceed maximum costs. <p style="margin-left: 40px;">Navajo County will provide the following:</p> <ol style="list-style-type: none"> Contract for GIS Services for the Street Network Enhancement Project. Provide fifty percent (50%) of the attached (Exhibit A) estimate in an amount not to exceed \$2,726.25. Manage the contract. 											
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) District II Special Road Funds are budgeted in FY2015.											
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Reviewed and approved by:</td> <td style="width: 20%;">County Manager <input type="checkbox"/></td> <td style="width: 20%;">County Attorney <input type="checkbox"/></td> <td style="width: 20%;">Human Resources <input type="checkbox"/></td> <td style="width: 20%;">Finance <input type="checkbox"/></td> <td style="width: 20%;">IT <input type="checkbox"/></td> </tr> </table>		Reviewed and approved by:	County Manager <input type="checkbox"/>	County Attorney <input type="checkbox"/>	Human Resources <input type="checkbox"/>	Finance <input type="checkbox"/>	IT <input type="checkbox"/>				
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Approved with changes as follows: _____											
Clerk's Notes											
Date:	Initial:										

WRB

REMINDER: Email this coversheet and all backup documentation to **BOS.Clerk** by **Noon the Tuesday before the BOS meeting.**

Memorandum of Agreement Between the Hardrock Chapter and Navajo County

This memorandum of agreement (“MOA”) is created by and between the Hardrock Chapter, a political subdivision of the Navajo Nation, (hereinafter “the Nation”) and Navajo County, a political subdivision of the State of Arizona, for the Street Network Enhancement Project. Navajo County will procure the GIS Services for the Street Network Enhancement Project and provide 50% of the attached (Exhibit A) estimate in an amount not to exceed \$2,726.25. This MOA is not a contract. Nor is this MOA drafted or intended to be a contract or used as a substitute for a contract. Instead, this MOA serves to state the parties’ intended actions and facilitate the actions and functions stated and discussed below.

I. PURPOSE

The purpose of this MOA is to clarify and define the roles, functions, and responsibilities for the Hardrock Chapter and Navajo County. Both entities intend to provide funding for the Street Network Enhancement Project.

II. DEFINITIONS

- A. “Project” means the GIS Services provided for the Street Network Enhancement Project.
- B. “Project Manager” means the lead agency that will be responsible for the planning and coordination of a project contemplated by this MOA.
- C. “Sponsor” means the Navajo Nation entity that may be a party to this MOA, and which has the primary interest in the completion of the relevant project contemplated by this MOA.

III. INTENTIONS, ROLES, AND RESPONSIBILITIES

- A. The Hardrock Chapter (the “SPONSOR”) will:
 - 1. Provide fifty percent (50%) of the attached (Exhibit A) estimate in an amount not to exceed \$2,726.25 to Navajo County prior to commencement of the work.
 - 2. Provide one hundred percent (100%) of any additional cost associated with Chapter initiated scope changes.
 - 3. Manage the project work, and ensure the project does not exceed maximum costs.
- B. Navajo County will provide the following:
 - 1. Contract for GIS Services for the Street Network Enhancement Project.
 - 2. Provide fifty percent (50%) of the attached (Exhibit A) estimate in an amount not to exceed \$2,726.25.

3. Manage the contract.

IV. GENERAL AND MISCELLANEOUS PROVISION

- A. This MOA is effective upon the date of the last signature below, and shall remain operative until termination or expiration.
- B. This MOA is not intended to create any right, benefit, or trust, substantive or procedural, enforceable at law or equity, by any party or non-party to this MOU against the nation, its agencies, its officers, or any other person. The Nation retains its sovereign immunity from suit entirely, in all respects, and against all parties and third-parties.
- C. Termination of this MOA will not affect the parties' rights and authorities necessary to perform the actions, functions, and/or services attendant to the execution, administration, and expiration or termination of this MOA. Either party may terminate this MOA with written notice to the other party.
- D. None of the activities or information generated pursuant to this MOA shall require either party to obligate or encumber funds or assets; although, either party may choose to do so of its own volition.

V. TERM

This Agreement shall remain in effect from the date of the signing of the agreement until the completion of the project, or for a period of six (6) months from the date of the signing, whichever occurs first, unless otherwise amended, modified, or terminated by the parties in writing. This agreement is also terminable in accordance with the provisions of A.R.S. § 38-511, and that statute is hereby incorporated into this agreement by reference.

VI. ENTIRE AGREEMENT

This Agreement embodies the parties' entire understanding with respect to its subject matter, superseding all prior understandings, whether oral or written, with respect to the same subject matter.

VII. AMENDMENTS

This Agreement may be amended (including any modification of the scope, funding or responsibilities of the parties) only in a document which expressly refers to it and is executed and approved with the same formality by both parties.

VIII. SEVERABILITY

If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect.

IX. ALTERNATIVE DISPUTE RESOLUTION

In the event of a disagreement between the parties regarding the interpretation of this Agreement or their respective obligations under this Agreement, the parties agree that they will first make efforts to resolve the matter through alternative dispute resolution prior to proceeding to litigation in Court

X. JURISDICTION AND VENUE

In the event of a dispute that the parties are unable to resolve through the use of an alternative dispute resolution process, it is agreed that the Courts of Navajo County, Arizona, shall have exclusive jurisdiction and be the appropriate venue for resolving the matter.

XI. AUTHORIZATION

Each party warrants and represents that each official who executes this Agreement on its behalf is fully and duly authorized to do so and that when so executed this Agreement will be a valid and binding obligation of the party.

XII. TECHNICAL AND ADMINISTRATIVE CONTACTS

Hardrock Chapter contact:
Tim Johnson, Chapter President

Navajo County contact:
William R. Bess, P.E., CFM, Interim Public Works Director/County Engineer

WHEREFORE, the duly authorized officials of the parties have executed this Memorandum of Agreement on the dates affixed by their signatures with the effective dates as stated above.

Hardrock Chapter

Navajo County

Tim Johnson
Chapter President

Dawnafe Whitesinger
Chairwoman, Board of Supervisors

Date

Date

EXHIBIT A

Cost Estimate

GIS Services for Navajo Nation
 PHASE 1: Street Network Enhancement Project

Estimate Date: 03/25/15



Phase	Phase Desc.	Task	Task Description	UofA		UofA		TSSW		Labor Cost	Deliverable	Notes
				Gene		Intern		Cheryl				
				Hours	Rate	Hours	Rate	Hours	Rate			
1	Administration	1.01	Coordination with UA/TSSW/NN staff/Project Administration *	13.0	\$75			3.0	\$95	\$1,260.00	none	Assumes this includes two 1 hr meetings to review progress & questionable areas; misc coordination with MC & Andrea
		1.02	Document methodology	2.0	\$75			2.5	\$95	\$387.50	Project Summary Documentation	Compile processing notes; Update documentation and any particulars related to data conversion process in informal project summary report
		SUBTOTAL			15.0				5.5		\$1,647.50	
2	Data Research and Acquisition	2.01	Research, acquire and review any datasets that might be useful data creation/conversion process	2.0	\$75			1.0	\$95	\$245.00	none	
		SUBTOTAL			2.0				1.0		\$245.00	
3	Data Processing	3.01	Review & Georectify pdfs provided by MC and/or Andrea; review/utilize data for intersection points for road names & structures to locate roads to be digitized (pt data provided by Andrea)	1.0	\$75			1.0	\$65	\$140.00	none	Assumes Andrea will provide pt shapefiles for intersections
		3.02	Realign existing road linework to Bing imagery			12.0	\$35	7.0	\$65	\$875.00	feature class/shp	Estimated 155.55 miles of road to realign to Bing imagery
		3.03	Digitize necessary roads not available in any other GIS dataset			20.0	\$35	20.0	\$65	\$2,000.00	feature class/shp	Estimated approximately 350 miles of road to screen digitize using Bing imagery and Andrea's pins. Road names will be attributed by UA/TSSW staff based on data provided
		3.04	Collaborate/Train/Supervise intern data conversion	1.0	\$75			2.0	\$95	\$190.00	none	
		3.05	QA realigned and newly digitized roads	1.0	\$75			2.0	\$95	\$265.00	Final dataset - feature class/shp	Final feature class/shapefile will be topologically sound, snapped at all intersections.
SUBTOTAL			3.0		32.0		32.0		\$3,470.00			
4	Travel Expenses	3.06	2 days of rental car expense at University of Az contract rate					UA Enterprise Car Rental - \$45 per day x 2 days		\$90.00		
		SUBTOTAL									\$90.00	
TOTAL				20.0		32.0		38.5		\$5,452.50		