

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF BISBEE AND
SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION (SEAGO)**

This Memorandum of Understanding is entered into on this 3rd day of September, by and between the City of Bisbee, hereinafter referred to as "COB", and Southeastern Arizona Governments Organization, hereinafter referred to as "SEAGO".

Now WHEREAS, COB has been awarded federal 5311 funding by the Arizona Department of Transportation's Multimodal Transportation and Planning Department (hereinafter "ADOT") to administer an FTA Section 5311 transit program (Bisbee Bus); and

WHEREAS, COB of Bisbee is in need of technical assistance to develop a Federal fiscal year 2026 budget request for ADOT and to maximize the use of their FTA Section 5311 grant award funds; and

WHEREAS, SEAGO is the Transportation Planning and Technical Assistance entity for its member government agencies and the regional mobility manager as designated by the Arizona Department of Transportation's Multimodal Transportation Department (hereinafter "ADOT"); and

WHEREAS, SEAGO possesses professional expertise, staffing, organizational capacity, and the intent to assist the COB in performing specific activities and services relating to its grant agreement with ADOT and set forth in the scope of services.

NOW THEREFORE, in consideration of the promises and understandings stated herein, it is agreed that:

TERMS

The term of this MOU shall run from September 3, 2025, *through October 7, 2025*. This MOU shall automatically terminate at the end of this period unless both parties exercise an option to extend the term of the MOU for an additional period.

It is understood that parties to this MOU are Independent Contractors, and no employee or agent of one is, for any purpose of this MOU, an employee or agent of the other. Nothing contained herein, or any of the obligations of the parties hereunder, will in any manner inure to the benefit of third parties, unless otherwise agreed to in writing by both parties to this MOU.

THE ROLE OF SEAGO

General:

SEAGO will provide technical assistance services for COB in a professional and confidential manner for the benefit of the program and in accordance with the performance standards required by the Arizona Department of Transportation. Any documents or information developed by the SEAGO under the terms of this MOU will belong to COB, as the grantee receiving FTA funds. SEAGO will ensure any documents, records or other pertinent information prepared in relation to the performance of this MOU is reviewed and approved by the COB.

Scope of Services

SEAGO will provide technical assistance for the following activities under the terms of the MOU:

1. Assist COB in preparing a fiscal year budget request for ADOT
2. Review current transit management systems at COB and COD and interview staff as to current roles

3. Establish transit management protocols for COB Transit Manager and revised roles for Finance, Public Works Administrative Assistant(s), and Mechanics.

COMPENSATION

COB will compensate SEAGO for its services, and SEAGO agrees to accept as complete payment for such services, an amount of \$11,800.00 (Eleven Thousand Eight Hundred Dollars and .00/100) for 35 days of service. SEAGO will submit an invoice to COB at the conclusion of the project that include a statement of services performed and cost. Upon approval of the invoice, payment shall be made to SEAGO by the COB within thirty days.

NOTICES

All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. The designated recipients of such notices, invoices and payments are as follows:

City of Bisbee

Attention: Matthew Gurney, Public Works Director
118 Arizona St
Bisbee, AZ 85603
Phone: 520-432-6262

SEAGO

Attention: Chris Vertrees, Executive Director
1403 West Highway 92
Bisbee, AZ 85603
Phone: 520-432-5301

Requirement to Retain Records

SEAGO will retain records and documents relating to the performance of this work for a period of two years after the termination of this MOU.

No Employment Relationship

It is clearly understood that each party will act in its individual capacity and not as an agent or employee of the other. Any employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Assignments

No right or interest in this Memorandum of Understanding shall be assigned by SEAGO without prior written permission of COB, and no delegation of any duty of SEAGO shall be made without prior written permission of NHA.

Subcontractors

No subcontract will be entered into by SEAGO with any party to furnish any of the materials or services specified herein without the advance approval of COB.

Dispute Resolution

The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not less than ten (10) days, the aggrieved party may request that the dispute be submitted to arbitration, pursuant to

A.R.S. § 12-1518.

Indemnification

SEAGO shall defend, hold harmless and indemnify COB, its officers, agents and employees from all claims, demands, suits, damages, and loss ("claims") which result from the negligence or intentional torts of SEAGO, its agents, officers and employees in the performance of this Memorandum of Understanding, but only to the extent that such claims arise from such negligence or intentional torts. To the extent permissible by law, COB shall defend, hold harmless and indemnify SEAGO, its agents, officers and employees in the performance of this Memorandum of Understanding, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors, and employees in comparison with others (including but not limited to the other party) who may have contributed to or in part caused any such claim to arise.

Severability

This MOU is governed and construed under the laws of the State of Arizona. The provisions of this Memorandum of Understanding are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of this MOU which may remain in effect without any invalid provision or application.

Termination

This MOU may be terminated by either party, with or without cause. Upon receipt of a termination notice, SEAGO will

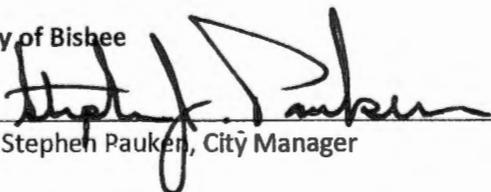
- Promptly discontinue all services (unless the notice directs otherwise),
- Deliver or otherwise make available to COB copies of such information and materials that may have been prepared in the performance of this MOU.

Entire Understanding

This Memorandum of Understanding will be effective upon its approval by the parties, as indicated by the signatures of their representatives hereto. This Memorandum of Understanding represents the entire understanding between the parties and may only be modified or altered in writing by an amendment signed by both parties.

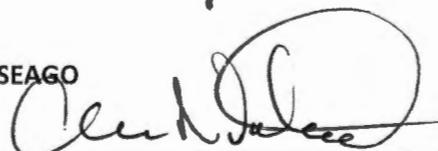
IN WITNESS WHEREOF, the parties to this MOU have respectively caused this MOU to be executed on the date herein indicated.

City of Bisbee


By Stephen Pauken, City Manager

Date: 9/2/25

SEAGO


By Chris Vertrees, Executive Director

Date: 8/26/25