

INTERGOVERNMENTAL AGREEMENT
between
PINAL REGIONAL TRANSPORTATION AUTHORITY
and
PINAL COUNTY

Executive Director Services

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”), dated as of November __, 2023 (“**Effective Date**”) is by and between the Pinal Regional Transportation Authority (“**PRTA**”), a political subdivision of the State of Arizona and Pinal County (“**County**”), a political subdivision of the State of Arizona.

WHEREAS, the Pinal County Board of Supervisors established the PRTA in order to create a plan for regional transportation (the “**Regional Transportation Plan**”) in the County; and

WHEREAS, A.R.S. § 48-5302 provides that the Executive Director of the Central Arizona Association of Governments (“**CAG**”) shall be the Executive Director of the PRTA until replaced at the discretion of the Board of Directors of the PRTA; and

WHEREAS, Board of Directors desires to appoint a new Executive Director of the PRTA; and

WHEREAS, A.R.S. § 11-952 authorizes the PRTA and the County to jointly exercise powers.

NOW, THEREFORE, the parties agree as follows:

1. **Executive Director.** The Board of Directors hereby appoints John Kross, who as of November 27, 2023, will be an employee of Pinal County, as the Executive Director of the PRTA; such appointment to be effective November 15, 2023.
2. **Term.** The initial term of this Agreement shall be two (2) years (“**Term**”). The Term shall be automatically extended for up to two (2) additional one (1) year terms unless either party gives the other written notice of termination no later than ninety (90) days prior to the then scheduled termination date. Upon termination (the “**IGA Termination Date**”), any succeeding Executive Director must be approved by the PRTA. The PRTA acknowledges that the Leased Employee may terminate employment with the County prior to the termination of this Agreement. If that should occur, the PRTA and County shall work jointly to find a replacement to serve as the Executive Director of the PRTA.
3. **Leased Employee.** County agrees to lease John Kross (“**Leased Employee**”) to serve as the Executive Director of the PRTA and to provide office space and necessary supplies for the Leased Employee’s use in order to fulfill the role of PRTA Executive Director. The Parties agree to work cooperatively to identify and procure where needed, with the assistance of the Executive Director, the proper resources, personnel and consultants that may be necessary to assist the Executive Director.
4. **Compensation.** The County shall pay the salary and benefits of the Leased Employee pursuant to the Leased Employee’s agreement with the County for the period commencing as of the

Effective Date and terminating on the IGA Termination Date the “**Leased Employee Period of Service.**”

5. **Leased Employee Responsibilities.** The Leased Employee shall, at the direction of the PRTA Board, assist, advise and implement on behalf of the PRTA the duties and powers of the PRTA Board pursuant to A.R.S.§§ 48-5304 and 48-5305.

6. **Miscellaneous.**

6.1. Workers Compensation. For purposes of workers’ compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement during the Leased Employee Period of Service, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

6.2. Severability. The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.

6.3. Applicable Law. The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona. Venue is proper in Pinal County Superior Court.

6.4. Disputes; Trial by Court. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

6.5. Disputes; Attorney Fees. The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Agreement, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

6.6. Entire Agreement and Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by written instrument signed by the authorized agents of the parties hereto. This Agreement may only be amended pursuant to a written agreement signed by both parties.

6.7. Notices. Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

PRTA: Pinal Regional Transportation Authority
Executive Director

With a copy to: _____

County: Pinal County
Manager
PO Box 827
Florence, AZ 85132

With copy to: Pinal County Attorney
Attn: Chris Keller
PO Box 827
Florence, AZ 85132

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) calendar days after being mailed to each party by the party changing the address.

- 6.8. Conflict of Interest. This Agreement is subject to the ARS §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
- 6.9. Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

IN WITNESS HEREOF, the parties have executed this Agreement as of the Effective Date.

Pinal County, a political subdivision of the
State of Arizona

Pinal Regional Transportation Authority,
PRTA a political subdivision of the State of
Arizona

DETERMINATIONS OF COUNSEL

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned Chief Civil Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State.

Chris Keller, Chief Civil Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Pinal County Regional Transportation Authority, who has determined that the agreement is in proper form and is within the powers and authority granted under laws of this State.

William J. Sims III, PRTA Attorney