

INTERGOVERNMENTAL AGREEMENT
between
PINAL COUNTY REGIONAL TRANSPORTATION AUTHORITY
and
PINAL COUNTY

Cooperative Services

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”), dated as of February ___, 2024 (“**Effective Date**”) is by and between the Pinal County 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, the PRTA and the County entered into that certain Executive Director Services Intergovernmental Agreement dated as of November 27, 2023 (the “**Leased Employee IGA**”); and

WHEREAS, pursuant to the Leased Employee IGA, the PRTA Board of Directors appointed John Kross as the PRTA Executive Director; and

WHEREAS, the PRTA and the County desire to document the process for the County to provide services to support the PRTA Executive Director; 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. **County Provided Services.** In order to support the PRTA Executive Director, for the period commencing on November 27, 2023, until the termination of this Agreement, the County shall provide the PRTA the following support services to a level that it customarily provides County personnel: administrative support, clerk support for all PRTA board and committee meetings, website/digital communications support, technical services, engineering services, election support services, procurement services, routine legal services, public engagement and outreach services, transportation planning services, financial planning services, forecasting and budgeting for operations and support services necessary to prepare the 2025 Regional Transportation Plan. Collectively, such services are referred to herein as the “**County Support Services**.” In addition, the County shall pay consultants, attorneys, accountants and other professionals retained by the PRTA (collectively, “**PRTA Consultants**”) for consulting, plan development, legal and other professional services. The selection of PRTA Consultants and amount of fees charged by the PRTA Consultants shall be subject to the reasonable approval

of the County. The cost of County Support Services and the amounts paid the PRTA Consultants are referred to herein collectively as the “**County Advances.**”

2. **County Reimbursement.** The County will establish and initially fund an account to document the costs of County Services and the amounts paid to the PRTA Consultants. The County shall quarterly provide the PRTA Board a report on the cost of such services and amounts. Following the submission of the 2025 Regional Transportation Plan (“**RTP**”) and RTP tax authorization to the voters in 2025, if the Regional Transportation Plan and RPT tax are authorized, the County shall be reimbursed from the proceeds of such tax no later than thirty (30) days after distribution of tax proceeds to the PRTA in 2026.
3. **Executive Director Authority.** The PRTA Board hereby delegates to the Executive Director the authority to administratively implement PRTA Board policy decisions consistent with the Bylaws approved by the PRTA Board and this Agreement.
4. **Termination.** This Agreement shall terminate upon the earlier to occur of:
 - 4.1. The mutual agreement of both parties. In which case this Agreement shall terminate sixty (60) days following such agreement.
 - 4.2. The unilateral decision of the PRTA Board of Directors provided the PRTA Board of Directors can demonstrate a funding source for the County Services. In which case this Agreement shall terminate sixty (60) days after the PRTA notifies the County and provides documentation of such funding source.
 - 4.3. Thirty (30) day after the canvassing of the 2025 vote on the Regional Transportation Plan and RTP Tax if both propositions fail.
 - 4.4. Upon the payment to the County for all County Advanced Services.
5. **Miscellaneous.**
 - 5.1. 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.
 - 5.2. 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.
 - 5.3. 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.
 - 5.4. 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.

- 5.5. 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.
- 5.6. Entire Agreement. 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.
- 5.7. 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 County Regional Transportation Authority
Executive Director
P.O. Box 827
Florence, AZ 85132

With a copy to: Pinal County Regional Transportation Authority
General Counsel
P.O. Box 827
Florence, AZ 85132

County: Pinal County
County Administrator
P.O. Box 827
Florence, AZ 86305

With copy to: Pinal County Attorney
Attn: Chris Keller
P.O. Box 827
Florence, AZ 86305

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.

- 5.8. 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.
- 5.9. 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 County Regional Transportation
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 Deputy County 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.

_____, Deputy County 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