



# Management Committee

## Meeting Agenda

**DATE & TIME:** September 16, 2021 at 9:00 AM

**LOCATION:** Online Zoom Meeting

**CALL IN: 877-853-5257      MEETING ID: 899 1380 9312      MEETING PASSWORD: 992425**

\*Please download the Zoom application prior to the meeting on a device that has a microphone (smart phone, laptop). You will need to enter in the meeting ID and meeting password. If you wish to participate by phone only, please call **877-853-5257**. Enter meeting ID **899 1380 9312**. Use password **992425** and when asked for Participant ID, please push #.

- I. **Call to Order – Chair Paul Jepson**
- II. **Pledge of Allegiance**
- III. **Roll Call & Introductions of Guests**
- IV. **Call to the Public** *(Members of the public may speak on any item not listed on the agenda. Items presented during the Call to the Public portion of the Agenda cannot be acted on by the Management Committee. Individual Management Committee members may ask questions of the public but are prohibited by the Open Meeting Law from discussing or considering the item among themselves until the item is officially placed on the agenda. Individuals are limited to a two-minute presentation. For the sake of efficiency, the Chair may eliminate the Call to the Public portion of any agenda.)*
- V. **New Business**
  - A. Approve CAG to enter into an IGA with the PRTA for administrative services – *Andrea Robles*
- VI. **Information Items**
  - A. Gila County Transit Governance Study Final Report – *Travis Ashbaugh*
- VII. **Call to the Committee**
- VIII. **Upcoming Meetings & Events**
  - Management Committee**
    - November 17, 2021 – Apache Junction
    - January 12, 2021 – Apache Junction
  - Regional Council**
    - September 22, 2021 – Apache Junction
    - December 1, 2021 – Apache Junction
- IX. **Adjourn**



<input type="checkbox"/>	Information Only
<input checked="" type="checkbox"/>	Motion to Approve

**Date:** September 14, 2021

**To:** Management Committee

**From:** Andrea Robles, Executive Director

**Subject:** CAG to enter into an IGA with the PRTA for administrative services

**Recommended Motion**

*Move to approve CAG to enter into an IGA with the PRTA for administrative services.*

**Summary Discussion**

*A.R.S. §11-952 provides that CAG and the Authority may enter into an IGA for joint or cooperative action, and pursuant to that statute CAG and the Authority are entering into this Agreement to reimburse CAG for the CAG Advanced Funds or to advance funds to CAG for CAG Estimated Expenditures. The amount that the PRTA distributes to CAG on an annual basis is established by A.R.S. §48-5308.D.1, and for FY 2018 (the first year of the voter approved Plan) the amount is set at the statutory amount not to exceed \$300,000 per year, which amount (the "PRTA Contribution Amount") is subject to proration for partial years and annual adjustment pursuant to A.R.S. § 48-5308 as and when required by this Agreement. CAG and Pinal County have paid costs to support the operation of the PRTA and to assist the PRTA in discharging its responsibilities under the PRTA Enabling Legislation and under the Plan ("CAG Advanced Funds") and CAG will incur costs in the future to assist the PRTA in discharging its responsibilities under the PRTA Enabling Legislation ("CAG Estimated Expenditures").*

*The above referenced funds are earmarked to reimburse CAG and Pinal County for RTA-related administrative costs including direct staff time and travel. CAG will also utilize these funds to reimburse Pinal County for legal fees (in-house legal counsel, litigation counsel), consultant fees and election costs. Both agencies continue to incur PRTA related expenses pending action from the Supreme Court.*

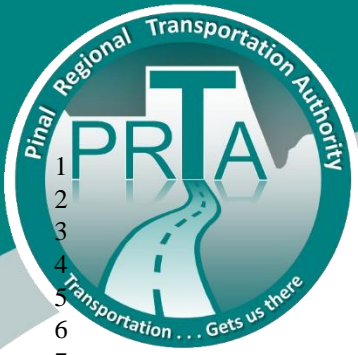
*CAG is utilizing our general funds to pay for current PRTA Administrative Staff. CAG's general fund consists of monies from our Membership Dues and amounts netted on fee for service projects (i.e.: special projects, studies, etc.). The general fund does not include any state or federal grant funds. General funds are unrestricted and used to assist CAG in operational costs that are not allowable in our state and federal grant funds, provide cash match for our Economic Development and Transportation grants, furnish meeting supplies and refreshments for Management, Regional Council, and various other committee/board meetings. Our general fund also helps to offset some personnel costs and equipment/technology expenses associated with committee, council and board related activities.*

**Fiscal Impacts**

*As approved by the CAG Management Committee and Regional Council in July 2021, the FY 2022 budget reflects the amounts earmarked for PRTA related expenses. Should a non-favorable decision be reached by the Court, CAG's general fund will be depleted by the amount of our PRTA-related expenses. Should a favorable decision be reached CAG's general fund will be replenished by the same amount.*

**Attachment(s)**

CAG Administrative Reimbursement RTA IGA.docx  
CAG FY 22 Budget (Approved 07/28/21)



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**INTERGOVERNMENTAL FUNDING AGREEMENT  
BETWEEN  
THE PINAL REGIONAL TRANSPORTATION AUTHORITY  
AND  
THE CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS  
FOR  
PAYMENT OF ADMINISTRATIVE EXPENSES**

17 This Agreement (hereinafter “**Agreement**”) is entered into pursuant to A.R.S. § 11-952 by and between the Pinal  
18 Regional Transportation Authority (“**PRTA**” or “**Authority**”), a special taxing district formed pursuant to Title 48  
19 Chapter 30 of the Arizona Revised Statutes, and the Central Arizona Association of Governments, an instrumentality  
20 of its political subdivision members (“**CAG**”).

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**RECITALS**

- 24 A. A.R.S. § 48-5301, *et seq.*, (“**PRTA Enabling Legislation**”) authorizes the Authority to act as a regional taxing  
25 authority for the purpose of funding multi-modal transportation operations and improvements identified  
26 in the Pinal Regional Transportation Plan (“**Plan**”) that was approved by the voters at a special election held  
27 in Pinal County, Arizona, on November 7, 2017 (“**Special Election**”). The Special Election also authorized a  
28 sales tax to fund the Plan (“**Voter Approved Sales Tax**”). Capitalized terms used in this Agreement and not  
29 defined herein shall have the meaning ascribed to such terms in the Publicity Pamphlet and Sample Ballot,  
30 Special Election, November 7, 2017, Pinal County Regional Transportation Plan Propositions 416 and 417  
31 (“**Voter Pamphlet**”).  
32
- 33 B. A.R.S. § 48-5302 provides that the County Board of Supervisors may establish a regional transportation  
34 authority, and the County Board of Supervisors has done so pursuant to Resolution #080515-RD15-018,  
35 dated August 5, 2015.  
36
- 37 C. The governing board of the Authority (“**PRTA Board**”) is composed of Pinal County members of the regional  
38 council of governments in accordance with A.R.S. § 48-5303.  
39
- 40 D. Pursuant to A.R.S. § 48-5304 (12), the PRTA Board has sole authority to implement the elements of the Plan.  
41
- 42 E. Pursuant to A.R.S. § 48-5304 (13), the PRTA Board shall coordinate the implementation of the Plan among  
43 the local jurisdictions.  
44
- 45 F. A Regional Transportation Fund was authorized by the Arizona Legislature per A.R.S. § 48-5307 to be the  
46 repository for the Voter Approved Sales Tax proceeds collected for the purpose of funding the Elements  
47 identified in the Plan.  
48
- 49 G. Following the Special Election, litigation ensued (the “**Tax Challenge**”) challenging the tax that was  
50 authorized at the Special Election. The Arizona Supreme Court has yet to render an opinion (“**Supreme  
51 Court Opinion**”) regarding the Tax Challenge.  
52

- 1 H. The PRTA Enabling Legislation requires the PRTA to implement the Plan following voter approval, but the  
2 funding source contemplated by the Enabling Legislation has been unavailable due to the Tax Challenge.  
3  
4 I. CAG has paid costs to support the operation of the PRTA and to assist the PRTA in discharging its  
5 responsibilities under the PRTA Enabling Legislation and under the Plan (“**CAG Advanced Funds**”) and CAG  
6 will incur costs in the future to assist the PRTA in discharging its responsibilities under the PRTA Enabling  
7 Legislation (“**CAG Estimated Expenditures**”).  
8  
9 J. The amount that the PRTA distributes to CAG on an annual basis is established by A.R.S. §48-5308.D.1, and  
10 for FY 2018 (the first year of the voter approved Plan) the amount is set at the statutory amount not to  
11 exceed \$300,000 per year, which amount (the “**PRTA Contribution Amount**”) is subject to proration for  
12 partial years and annual adjustment pursuant to A.R.S. § 48-5308 as and when required by this Agreement.  
13  
14 K. A.R.S. §11-952 provides that CAG and the Authority may enter into an IGA for joint or cooperative action,  
15 and pursuant to that statute CAG and the Authority are entering into this Agreement to reimburse CAG for  
16 the CAG Advanced Funds or to advance funds to CAG for CAG Estimated Expenditures.  
17

18 NOW, THEREFORE, CAG and the PRTA, pursuant to the recitals set forth above and in consideration of the  
19 matters and things set forth herein, do mutually agree as follows:  
20

## 21 **AGREEMENT**

22  
23 **1. Purpose.** The purpose of this Agreement is to establish a process for reimbursing CAG for CAG Advanced Funds  
24 and advancing funds for CAG Estimated Expenditures.  
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26 **2. Effective Date and Term.** This Agreement shall become effective as of the date the PRTA Chairman signs the  
27 Agreement (“**Effective Date**”). The initial “**Term**” of this Agreement shall be five (5) years commencing on the  
28 Effective Date and shall be subject to renewal for additional five (5) year terms with the parties’ mutual consent.  
29 This Agreement is subject to termination pursuant to Section 5.  
30

### 31 **3. Responsibilities of CAG.**

- 32  
33 a. Upon the receipt of Voter Approved Tax proceeds following the date of the Supreme Court Opinion  
34 (“**Supreme Court Approval Date**”) affirming the validity of the Voter Approved Sales Tax, the PRTA will  
35 notify CAG of such receipt (the “**Tax Receipt Notice Date**”). Within ten (10) days following the Tax Receipt  
36 Notice Date, CAG shall submit to the Authority an invoice (“**Invoice**”) for all CAG Advanced Funds paid during  
37 the period from April 1, 2018 through and including the Supreme Court Approval Date.  
38 b. The Invoice shall be accompanied with such documents and back up materials as may be reasonably  
39 requested by the Authority.  
40 c. Commencing with the fiscal year during which the Supreme Court Approval Date occurs, no later than thirty  
41 (30 days after the Supreme Court Approval Date, CAG shall submit to the PRTA a request for disbursement  
42 of the amount of CAG Estimated Expenditures for the remainder of the fiscal year, together with a  
43 description of the expenses included in the estimate. Thereafter, during the term of the Plan, thirty (30)  
44 days prior to the commencement of the next fiscal year CAG shall submit to the PRTA a request for  
45 disbursement of the amount of CAG Estimated Expenditures for the upcoming fiscal year together with a  
46 description of the expenses included in the estimate for the upcoming fiscal year.  
47 d. CAG shall comply with the reporting procedures and requirements set forth in the PRTA Financial Policies  
48 Manual.  
49

### 50 **4. Responsibilities of Authority.**

- 51  
52 a. For CAG Advanced Funds, upon receipt of the Invoice for CAG Advanced Funds, the PRTA shall review the  
53 Invoice and, if necessary, request additional documents and backup materials. If the amount of the Invoice

1 is undisputed, and if all documentation has been provided, no later than twenty-one (21) days following  
2 submission of the Invoice and (if requested) additional documents and materials, pay CAG an amount equal  
3 to the lesser of the amount of the Invoice or the PRTA Contribution Amount

- 4 b. For CAG Estimated Expenditures, upon receipt of each request for disbursement of funds for CAG Estimated  
5 Expenditures, the PRTA shall review the request and, if necessary, request additional documents and  
6 backup materials. If the amount of the request for payment for CAG Estimated Expenditures is undisputed  
7 and if all documentation is provided:

8  
9 (i) in the case of the request made no later than thirty (30) days after the Supreme Court  
10 Approval Date, no later than twenty-one (21) days following the submission of the  
11 request and additional documents, if necessary, the PRTA shall pay CAG an amount equal  
12 to the lesser of the amount of the request for CAG Estimated Expenditures or the PRTA  
13 Contribution Amount.

14 (ii) in the case of all other requests, no later than twenty-one (21) days following the  
15 commencement of the next fiscal year, the PRTA shall pay CAG an amount equal to the  
16 lesser of the amount of the request for CAG Estimated Expenditures or the PRTA  
17 Contribution Amount.

- 18  
19 c. If the PRTA and the CAG disagree on any requested amount, the PRTA shall pay such amount that is not  
20 disputed, and the CAG Chairman of the Board and the PRTA Chairman of the Board shall meet to resolve  
21 the disputed amount. If the CAG Chairman of the Board and the PRTA Chairman of the Board are not able  
22 to resolve the dispute, the dispute shall be submitted to the PRTA Board of Directors and the CAG Board of  
23 Directors for resolution.

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25 **5. Termination.** In addition to any other right or remedy, either party may terminate this Agreement for material  
26 breach of the Agreement by the other party. Prior to any termination under this Section 5, the party allegedly in  
27 default shall be given written notice by the other party of the nature of the alleged default. The party said to be in  
28 default shall have forty-five days to cure the default. If the default is not cured within that time, the other party may  
29 terminate this Agreement. Otherwise, this Agreement shall terminate upon the expiration of the Term.

30  
31 **6. Non-assignment.** Neither party to this Agreement shall assign its rights under this Agreement to any other party  
32 without written permission from the other party to this Agreement.

33  
34 **7. Construction of Agreement.**

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36 a. Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the  
37 subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written,  
38 are hereby superseded and merged herein. Any exhibits and the Recitals to this Agreement are  
39 incorporated herein by this reference.

40  
41 b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement  
42 signed by both parties.

43  
44 c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with  
45 the intention of the parties as expressed in the Recitals hereof.

46  
47 d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended  
48 to affect the meaning of any provision of this Agreement.

49  
50 e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid  
51 or void by statute or judicial decision, such action shall have no effect on other provisions and their  
52 application, which can be given effect without the invalid or void provision or application, and to this extent

1 the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared  
2 invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach  
3 an agreement on a substitute provision.  
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- 5 f. Statutory Required Provision. This Agreement is subject to cancellation pursuant to the provisions of A.R.S.  
6 § 38-511.  
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9 **8. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be  
10 construed to, create any partnership, joint venture or employment relationship between the parties or create any  
11 employer-employee relationship between the CAG and any Authority employees, or between Authority and any CAG  
12 employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the  
13 other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for  
14 itself or any of its employees.  
15

16 **9. No Third-Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or  
17 obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the  
18 Agreement by imposing any standard of care different from the standard of care imposed by law.  
19

20 **10. Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules,  
21 regulations, standards and executive orders, without limitation to those designated within this Agreement.  
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- 23 a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any  
24 other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation,  
25 familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant  
26 to this IGA. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by  
27 Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this IGA by reference as if  
28 set forth in full herein, including the provisions of A.R.S. § 41-1463.  
29

- 30 b. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with  
31 Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the  
32 Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.  
33

- 34 c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public  
35 agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona  
36 Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation  
37 benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in  
38 substantially the following form:  
39

40 All employees are hereby further notified that they may be required to work under the  
41 jurisdiction or control or within the jurisdictional boundaries of another public agency  
42 pursuant to an intergovernmental agreement or contract, and under such circumstances  
43 they are deemed by the laws of Arizona to be employees of both public agencies for the  
44 purposes of workers' compensation.  
45

46 **11. Waiver.** Waiver by either party of any breach of any term, covenant or condition herein contained shall not be  
47 deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term,  
48 covenant, or condition herein contained.  
49

50 **12. Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations  
51 under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term  
52 "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party

1 affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities,  
2 weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout,  
3 labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by  
4 governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to  
5 the negligence or willful action of the parties, order of any government officer or court (excluding orders  
6 promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due  
7 diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable  
8 to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with  
9 all reasonable dispatch.

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11 **13. Notification.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms  
12 are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:  
13

The Authority:	CAG:
Ms. Andrea Robles	Ms. Andrea Robles
Pinal Regional Transportation Authority	Central Arizona Association of Governments
2540 W. Apache Trail #108	2540 W. Apache Trail #108
Apache Junction, AZ 85120	Apache Junction, AZ 85120

14  
15 **14. Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or  
16 remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any  
17 other right or remedy existing at law or in equity or by virtue of this Agreement.  
18

19 **15. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed  
20 an original, but all of which together shall constitute one and the same instrument. The signature pages from one  
21 or more counterparts may be removed from such counterpart and attached to a single instrument.  
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23 In Witness Whereof, CAG has caused this Agreement to be executed by the Chairman of its Regional Council,  
24 and the Authority has caused this Agreement to be executed by the Chairman of its Board.  
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1 Pinal Regional Transportation Authority

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Mayor Craig McFarland  
Chairman, PRTA Board of Directors

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Date

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Chairman, CAG Regional Council

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Date

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CAG Executive Director

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Date

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16 Attorney Certification

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18 The foregoing Agreement by and between the Pinal Regional Transportation Authority and CAG has been reviewed  
19 pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the  
20 powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

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22 Pinal Regional Transportation Authority

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\_\_\_\_\_  
William J. Sims, PRTA Attorney

\_\_\_\_\_  
Date

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Stephen R. Cooper, CAG Attorney

\_\_\_\_\_  
Date

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<input checked="" type="checkbox"/>	Information Only
<input type="checkbox"/>	Motion to Approve

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**Date:** September 14, 2021

**To:** Andrea Robles / Management Committee

**From:** Travis Ashbaugh, Transportation Planning Manager

**Subject:** Gila County Transit Governance Study – Final Report

**Summary Discussion**

*Central Arizona Governments, in partnership with Gila County, were awarded an ADOT Grant opportunity to commission the Gila County Transit Governance Study. The purpose of the study was to identify an institutional structure that will improve transit coordination and connectivity within Gila County. The study provides a comprehensive guide for Gila County to enhance transit services and design investment strategies that will make best use of available federal, state, regional, and local resources. The study evaluated various transit governance models and recommended a framework to guide future governance, management, and implementation of public transportation services in Gila County. The analysis included recommendations on how existing and future public transportation services can coordinate and collaborate on service delivery as well as how the region should manage, structure, and oversee public transportation service development.*

**Fiscal Impacts**

*No direct fiscal impact to CAG.*

**Attachment(s)**

*GCTGS – FINAL REPORT*

*GCTGS Presentation - MC*