



Management Committee

Meeting Agenda

DATE & TIME: September 8, 2021 at 2:00 PM

LOCATION: Online Zoom Meeting

CALL IN: 877-853-5257 MEETING ID: 892 4232 4917 MEETING PASSWORD: 251257

*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 **892 4232 4917**. Use password **251257** 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. Legislative Update – Kevin Adam

VI. Consent Agenda *(All items on the Consent Agenda are considered to be routine and will be approved by a single vote. A Management Committee member or the Executive Director may request that an item be removed from the Consent Agenda and considered separately.)*

- A. Approval of July 14, 2021 Management Committee Meeting Minutes
- B. Approval of the membership of CAG Committees – *Andrea Robles*
- C. Approval of a Joint Project Agreement (JPA) for Mobility Management services between CAG and the Sun Corridor MPO – *Travis Ashbaugh*

VII. Executive Director's Report

VIII. New Business

- A. Approval of the Financial Report – *Yvonne Tackett*
- B. Confirmation of Regional Council Voting membership – *Andrea Robles*
- C. Approval of the CAG Intergovernmental Agreement (IGA) with the Pinal RTA (PRTA) for payment of administrative expenses – *Andrea Robles*
- D. Approval of the CAG IGA with the PRTA for reimbursement of public transportation element expenses (Mobility Management) – *Andrea Robles*
- E. Approval and adoption of Resolution No. 2021-05 for the EPCOR (Pecan and San Tan Wastewater Reclamation Plants) 208 Plan Amendment – *Travis Ashbaugh*
- F. Approval of Resolution No. 2021-06 supporting and approving the RTAC Rural Regional Priority Project list – *Travis Ashbaugh*
- G. Approval of the Rural Transportation Advocacy Council's (RTAC) Rural Regional Priority Project list – *Travis Ashbaugh*

IX. Information Items

- A. Gila County Transit Governance Study Final Report – *Travis Ashbaugh*
- B. Department Updates *(Transportation Planning Department, Community Development Block Grant, Planning and Economic Development Department, Water Quality Planning)* – *CAG Staff*

X. Call to the Committee



Management Committee

Meeting Agenda

XI. 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

XII. Adjourn



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

Date: August 25, 2021

To: Andrea Robles / Management Committee

From: Angela Gotto, Administrative & Special Projects Coordinator

Subject: Management Committee Minutes – July 14, 2021

Recommended Motion

Move to approve the Management Committee minutes from July 14, 2021.

Attachment(s)

July 14, 2021 Management Committee Minutes

DATE: July 14, 2021

TIME: 2:00 p.m.

LOCATION: 2540 W. Apache Trail, Suite 108; Apache Junction, AZ 85120

I. CALL TO ORDER

Chairman Jepson called the meeting to order at 2:07 PM.

II. PLEDGE OF ALLEGIANCE

Chairman Jepson led the Management Committee, guests, and CAG staff in the Pledge of Allegiance.

III. ROLL CALL AND INTRODUCTIONS

Members Present: Paul Jepson, Rick Miller, Jason Bottjen, Jennifer Evans, Anna McCray, Bruce Gardner, Todd Pryor, Micah Gaudet, John Schempf, Sylvia Kerlock, Joshua Bowman

Members Absent: Dean Hetrick, Harvey Krauss, Sharon Jakubowski Wolz, Keith Brann, Tim Grier

Staff: Andrea Robles, Angela Gotto, Yvonne Tackett, Amber Garza, Travis Ashbaugh, Robert Mawson

Guests: Kevin Adam, Heather Wilkey, Cailee Lewis, Robert Jacques, Arlene Diaz-Gonzales

IV. CALL TO THE PUBLIC

No one answered the Call to the Public

V. LEGISLATIVE UPDATE

Kevin Adam provided the Legislative update.

VI. CONSENT ITEMS

Mr. Rick Miller, City of Coolidge, made a motion to approve the consent agenda as presented. Ms. Anna McCray, City of Apache Junction, seconded the motion. The motion passed unanimously.

A. Approval of Management Committee Minutes – April 14, 2021

The April 14, 2021 minutes were approved under Consent Item VI-A.

VII. EXECUTIVE DIRECTOR'S REPORT

Ms. Andrea Robles updated the Committee on recent activities and meetings taking place at CAG. She stated that she had recently completed 20 years of employment with CAG and expressed her gratitude to those who mentored and supported her throughout the years. Ms. Robles informed the Committee that the CAG FY 2022 budget has been completed and will be presented during this meeting. She stated that CAG, in conjunction with Sun Corridor MPO, will be hosting the 22nd Annual Rural Transportation Policy Summit on October 13th – 14th 2021 at Harrah's Ak-Chin Casino and Resort and registration for the event will be distributed this month to all RTAC representatives and alternates, Regional Council and Executive Board Members. Ms. Robles informed the Committee that she met with CAG's Executive Committee to present and discuss current and future activities with CAG such as the FY 22 Budget, CAG Membership Dues, Executive Director evaluation, selection of an audit firm, transportation funding, new projects/programs at CAG, the Pinal RTA, strategic planning and upcoming events and meetings. She mentioned that she will be working with the Executive Committee on these items in the upcoming months.

Ms. Robles also provided the Committee on recent activities and meetings taking place within the Pinal RTA. She stated that the escrow currently had a balance of approximately \$64 million. Ms. Robles stated that the IGA outlines have been distributed for review and comment to entities that are anticipating funding. Ms. Robles stated that the IGA's will be finalized after the PRTA Board meeting on July 22nd to allow direction from the Board and then will be distributed to communities again for final review by their staff and legal counsel. Questions, comments, and discussion followed. This was an information item.

VIII. NEW BUSINESS

A. Audit Firm Selection

Ms. Yvonne Tackett informed the Committee that CAG issued a Request for Proposals (RFP) on April 1, 2021 for a new auditing firm. She stated that two firms responded to the RFP and a working group was formed to review the proposals. Ms. Tackett stated that the working group consisted of Management Committee Chariman Paul Jepson, Gila County Manager James Menlove, and City Manager Larry Rains. The group met on May 17, 2021 and recommended Henry & Horne as the successful proposal. Ms. Tackett stated that the Executive Committee reviewed the recommendation for the working group and approved the recommendation. She stated that the Executive Committee requested a representative from Henry+Horne attend the Management Committee and Regional Council meetings should anyone have questions. Ms. Tackett stated that Ms. Cailee Lewis, Henry+Horne, was present should the Committee have any questions. Mr. Rick Miller, City of Coolidge, made a motion to approve and pass to Regional Council the recommendation of Henry+Horne as the audit firm for CAG. Mr. Todd Pryor, Town of Superior, seconded the motion. The motion passed unanimously.

B. Financial Report

Ms. Yvonne Tackett presented the May 2021 financial report to the Committee. She stated that at 92% of the fiscal year completed, expenditures are 73.65% of the annual budgeted expenditure amounts and that revenues reflect 70.5%. Ms. Tackett stated that she would like to remind the Committee that revenues are posted when billed, but they are 30-90 days behind due to CAG being on a reimbursement basis. She stated that the receivables are currently further behind due to ADOT holding up reimbursement for approximately 30 days in March/April to review how in-kind was being tracked. Questions, comments, and discussion followed. Ms. Anna McCray, City of Apache Junction, made a motion to approve and pass to Regional Council the May 2021 financial report as presented. Mr. Bruce Gardner, Town of Queen Creek, seconded the motion. The motion passed unanimously.

C. CAG FY22-FY23 ADOT 2-Year Work Program

Mr. Travis Ashbaugh presented the CAG FY22-FY23 ADOT 2-Year work program. He stated that the work program was formerly on a one-year cycle but has transitioned to a two-year cycle. Mr. Ashbaugh informed the Committee that during the final stages of completion of the CAG FY22 Budget, ADOT informed CAG that they were reducing funding and reverting all rural COGs to the base rate of \$125,000 per year. Mr. Ashbaugh stated that this was a reduction in program funds of \$60,000 over the course of the 2-year work program. Questions, comments, and discussion followed. Ms. Sylvia Kerlock, Town of Winkelman, made a motion to approve and pass to Regional Council the CAG FY22-FY23 ADOT 2-Year Work Program as presented. Ms. Anna McCray, City of Apache Junction, seconded the motion. The motion passed unanimously.

D. CAG FY2021 – FY2031 Transportation Improvement Program (TIP)

Mr. Travis Ashbaugh informed the Committee that the CAG TIP received a credit from previous projects that did not utilize all of the allocated funding. He stated this credit came after ADOT had announced its reduction in funding and

CAG had already developed the preliminary FY 2022 budget. Mr. Ashbaugh informed the Committee that the credit was approximately the same amount as the shortfall created by the reduction in funding from ADOT. He stated that CAG's Executive Director and Finance Manager met with the CAG Transportation Technical Advisory Committee (TTAC) to discuss the possibility of utilizing these funds for the transportation planning department. The TTAC made the recommendation to allocate \$30,497.13 of STBGP dollars in FY22 to CAG's Operating Budget. Questions, comments and discussion followed. Mr. Rick Miller, City of Coolidge, made a motion to approve and pass to Regional Council the CAG FY 2021 – FY 2031 TIP Amendment as presented. Ms. Sylvia Kerlock, Town of Winkelman, seconded the motion. The motion passed unanimously.

E. CAG FY 2022 Budget

Ms. Yvonne Tackett presented the draft CAG FY 2022 Budget. She stated that the Executive Committee serves as the Budget Committee and they met on June 29, 2021 to review and discuss the proposed budget. She stated that the Committee offered comments and suggestions on several topics including membership dues, formulas used to calculate dues, impact of RTA costs on the dues, and surveying the Council of Governments/ Metropolitan Planning organizations on salary structure and staff increases. Ms. Tackett stated that the Executive Committee approved the draft FY 2022 Budget and recommended moving it forward to the Management Committee for approval. She reviewed the summary of the budget in detail, explaining the changes from FY 2021 to FY 2022. Ms. Tackett explained that, at the direction of the Executive Committee and CAG Legal Counsel, the expenditures from the Pinal RTA have been included as a line item. She stated that in June of 2020 Andrea Robles was asked to fill the role of interim Executive Director and General Manager as the PRTA was in litigation and this was expected to only be for a few months. Thirteen months later, Ms. Robles and support staff are still assisting with duties for the PRTA and while Pinal County reimburses for legal expenses, there are other expenses that need to be captured. Ms. Tackett stated that should the PRTA receive a favorable decision, CAG will get reimbursed for those expenses, but if the outcome is not favorable, CAG will have incurred those expenses. Questions, comments, and discussion followed.

Mr. Todd Pryor, Town of Superior, made a motion to approve and pass to Regional Council the CAG FY 2022 Budget. As part of the motion the Management Committee directed Staff to conduct a salary survey, as recommended by the Executive Committee, to address the possibility of salary increases in six months. Mr. Bruce Gardner, Town of Queen Creek, has offered his assistance with the salary survey process. Mr. Rick Miller, City of Coolidge, seconded the motion. The motion passed unanimously.

F. Resolution No. 2021-02 establishing the City of Globe's Designated Management Agency (DMA) Boundary

Mr. Travis Ashbaugh presented the 208 Plan Amendments for the City of Globe, Town of Miami, and Tri-City Sanitary District. He stated that each of the amendments would need to be voted on individually. Mr. Ashbaugh stated that all three entities were present if there were any questions that the Committee needed answered. He provided an overview of the timeline of what occurred over the past four years to bring the plans forward today. Mr. Ashbaugh stated that this is part of the public process through ADEQ to get the DMA boundaries approved and submitted to the Environmental Protection Agency (EPA). He stated that the three entities worked together to define each of their respective DMA boundaries and those boundaries were presented to the CAG Environmental Planning Committee (EPC) in March 2021. Mr. Ashbaugh explained that the EPC moved to approve the boundaries and began the public hearing process, which is a 45-day process, and the public hearing was held on May 19, 2021 at the City of Globe council chambers. He stated that on May 27, 2021 the EPC made a recommendation to move the amendments for approval to the CAG Regional Council.

Mr. Paul Jepson, City of Globe, Mr. Micah Gaudet, Town of Miami, and Mr. Robert Jacques, Tri-City Sanitary District, expressed their appreciation to CAG for the assistance and their appreciation to each other for working together to bring these three amendments forward.

Mr. Micah Gaudet, Town of Miami, made a motion to approve and pass to Regional Council Resolution No. 2021-02 approving and adopting the City of Globe's CAG 208 Water quality Management plan Amendment establishing the City's DMA Boundary. Mr. Bruce Gardner, Town of Queen Creek, seconded the motion. The motion passed unanimously.

G. Resolution No. 2021-03 establishing the Town of Miami's Designated Management Agency (DMA) Boundary

Mr. Travis Ashbaugh presented the 208 Plan Amendments for the Town of Miami, City of Globe, and Tri-City Sanitary District. He stated that each of the amendments would need to be voted on individually. Mr. Ashbaugh stated that all three entities were present if there were any questions that the Committee needed answered. He provided an overview of the timeline of what occurred over the past four years to bring the plans forward today. Mr. Ashbaugh stated that this is part of the public process through ADEQ to get the DMA boundaries approved and submitted to the Environmental Protection Agency (EPA). He stated that the three entities worked together to define each of their respective DMA boundaries and those boundaries were presented to the CAG Environmental Planning Committee (EPC) in March 2021. Mr. Ashbaugh explained that the EPC moved to approve the boundaries and began the public hearing process, which is a 45-day process, and the public hearing was held on May 19, 2021 at the City of Globe council chambers. He stated that on May 27, 2021 the EPC made a recommendation to move the amendments for approval to the CAG Regional Council.

Mr. Bruce Gardner, Town of Queen Creek made a motion to approve and pass to Regional Council Resolution No. 2021-03 approving and adopting the Town of Miami's CAG 208 Water quality Management plan Amendment establishing the Town's DMA Boundary. Mr. Todd Pryor, Town of Superior, seconded the motion. The motion passed unanimously.

H. Resolution No. 2021-04 establishing Tri-City Sanitary District's Designated Management Agency (DMA) Boundary

Mr. Travis Ashbaugh presented the 208 Plan Amendments for the Tri-City Sanitary District, City of Globe, and the Town of Miami. He stated that each of the amendments would need to be voted on individually. Mr. Ashbaugh stated that all three entities were present if there were any questions that the Committee needed answered. He provided an overview of the timeline of what occurred over the past four years to bring the plans forward today. Mr. Ashbaugh stated that this is part of the public process through ADEQ to get the DMA boundaries approved and submitted to the Environmental Protection Agency (EPA). He stated that the three entities worked together to define each of their respective DMA boundaries and those boundaries were presented to the CAG Environmental Planning Committee (EPC) in March 2021. Mr. Ashbaugh explained that the EPC moved to approve the boundaries and began the public hearing process, which is a 45-day process, and the public hearing was held on May 19, 2021 at the City of Globe council chambers. He stated that on May 27, 2021 the EPC made a recommendation to move the amendments for approval to the CAG Regional Council.

Mr. Bruce Gardner, Town of Queen Creek, made a motion to approve and pass to Regional Council Resolution No. 2021-03 approving and adopting the Town of Miami's CAG 208 Water quality Management plan Amendment establishing the Town's DMA Boundary. Mr. Micah Gaudet, Town of Miami, seconded the motion. The motion passed unanimously.

IX. INFORMATION ITEMS

A. Department Updates

Planning Department

Mr. Robert Mawson provided an update on the Globe-Miami Housing Study. He informed the Committee that an Analysis of the 2015 Marketing Study – Globe Workforce Apartments was completed as an off-shoot of the Globe-Miami Housing Study and was conducted at the request of the City of Globe to determine the study's applicability to today's economic, demographic and housing market conditions in the Globe-Miami area. He stated that the analysis was forwarded to the City of Globe on May 20, 2021 and that the study was still valid. Mr. Mawson stated that the Globe-Miami Housing Study was paused for a short time to undertake the analysis and work has now resumed on the study. Questions, comments, and discussion followed. This was an information item.

Water Infrastructure Finance Authority of Arizona (WIFA)

Mr. Robert Mawson informed the Committee that CAG is currently contracted with WIFA to provide Davis-Bacon Payroll Monitoring for seven projects (Rim Trail Domestic Water Improvements – Town of Payson, Sun Valley Farms Unit VI Water Company - San Tan Valley, Picacho Domestic Water Improvement District – City of Eloy, City of Globe Water Company, Villa Grande Domestic Water Improvement District, Jakes Corner, and Tonto Basin Water Company – Town of Florence) within the CAG Region. He stated that staff attended a pre-construction meeting in May for the Sun Valley Farms project located in San Tan Valley. Questions, comments, and discussion followed. This was an information item.

Economic Development Administration

Mr. Robert Mawson provided an update on the Economic Development program. He stated that staff completed the CEDS document and submitted it to EDA at the end of April. Mr. Mawson stated that the second phase of the grant is to develop a toolkit for local governments and businesses to use to recover from this pandemic and other like problems that may occur in the future. He stated that staff continues to work with the economic development staffs in the communities to search for funding for projects and will be visiting with each community to see if there are additional items that they need assistance with. Questions, comments, and discussion followed. This was an information item.

Community Development Block Grant

Mr. Robert Mawson provided updates on the CDBG program. He stated that staff is working with several communities as they work on projects that are in various stages. Mr. Mawson stated that they have successfully awarded the contract to Watts Manufacturing for the Town of Winkelman's Wildland/Brush Fire Truck. He stated that a pre-construction meeting was held yesterday with the Town of Kearny for the Water Improvement project and a contract was awarded to KE&G Construction. Mr. Mawson stated that staff continues to work with the other communities to assist them in any way staff can as they move forward with their CDBG Projects. Questions, comments, and discussion followed. This was an information item.

Transportation Planning

Mr. Travis Ashbaugh provided updates on activities within the Transportation Planning department programs. He stated that Mr. Kevin Adam provided an update for the RTAC proposal to the State Legislature, and he wanted to provide the numbers for the CAG Region. Mr. Ashbaugh stated that the CAG Transportation boundary is expected to receive \$2,245,526, the Sun Corridor MPO Transportation boundary is expected to receive \$3,574,668 and the Pinal County agencies within the MAG Transportation boundary are expected to receive \$8,665,681. He informed the Committee that CAG just closed the application process for distribution of those funds. Mr. Ashbaugh stated that three applications were received: one from the Town of Superior, a joint project from the Towns of Hayden and Winkelman and a joint project from the City of Globe and Gila County. He stated that all three are great projects and although they will be ranked, if one of the projects is not funded in this budget cycle, the remaining projects will stay on the list and will be the next projects recommended each year there is a state budget surplus. Questions, comments, and discussion followed. This was an information item.

X. CALL TO THE COMMITTEE

The members present provided updates on their communities.

XI. UPCOMING MEETINGS & EVENTS

The next Management Committee meeting will be held on September 8, 2021 at 2:00 PM.

XII. ADJOURN

Ms. Anna McCray, City of Apache Junction, made a motion to adjourn the meeting. Mr. Micah Gaudet, Town of Miami, seconded the motion. Chairman Paul Jepson adjourned the meeting at 3:56 PM.



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

Date: August 25, 2021

To: Management Committee

From: Andrea Robles, Executive Director

Subject: Confirm Members of CAG Committees

Recommended Motion

Move to approve membership of CAG Committees.

Summary Discussion

CAG staffs several committees to support the planning process in the CAG Region. If any member entity would like to add or change representative on a CAG Committee, please provide updated information to Angela Gotto (agotto@cagaz.org) or Amber Garza (agarza@cagaz.org). At this time, we are asking for an annual approval of all members of each committee.

CAG

- *Management Committee*
- *Economic Development Board of Directors*
- *Transportation Technical Advisory Committee*
- *Environmental Planning Committee*
- *Comprehensive Economic Development Strategy (CEDS) Committee*

Fiscal Impacts

There are no fiscal impacts to CAG.

Attachment(s)

Committee Membership Rosters

Management Committee

2021 – 2022

Chair

Paul Jepson
City of Globe

Vice-Chair

Rick Miller
City of Coolidge

Membership

Ak-Chin Indian Community

Vacant

City of Apache Junction

Bryant Powell
Matt Busby (Alternate)
Anna McRay (Alternate)

City of Casa Grande

Larry Rains
Mackenzie Letcher (Alternate)

City of Coolidge

Rick Miller

City of Eloy

Harvey Krauss

Town of Florence

Brent Billingsley
Jennifer Evans (Alternate)

Gila County

James Menlove
Mary Springer (Alternate)

Gila River Indian Community

Greg Mendoza

City of Globe

Paul Jepson
Jerry Barnes (Alternate)

Town of Hayden

Dean Hetrick

Town of Kearny

Sharon Jakubowski Wolz

Town of Mammoth

John Schempf

Town of Marana

Terry Rozema
Keith Brann (Alternate)

City of Maricopa

Rick Horst
Joshua Bowman (Alternate)

Town of Miami

Micah Gaudet

Town of Payson

Troy Smith

Pinal County

Leo Lew
Tami Ryall (Alternate)

Town of Queen Creek

John Kross
Bruce Gardner (Alternate)
Heather Wilkey (Alternate)

San Carlos Apache Tribe

Vacant

Town of Star Valley

Tim Grier

Town of Superior

Todd Pryor

Town of Winkelman

Sylvia Kerlock

White Mountain Apache Tribe

Tara Chief

Please provide updated information to Angela Gotto at agotto@cagaz.org.

Economic Development District Board

2021 – 2022

Chair

Mayor Jon Thompson
City of Coolidge

Vice Chair

Mayor Micah Powell
City of Eloy

Secretary/Treasurer

Mayor Al Gameros
City of Globe

Membership

Ak-Chin Indian Community

Vacant

City of Apache Junction

Mayor Chip Wilson
Councilmember Robert Schroeder (Alternate)

City of Casa Grande

Mayor Craig McFarland
Robert Huddleston (Alternate)

City of Coolidge

Mayor Jon Thompson

City of Eloy

Mayor Micah Powell
Vice-Mayor Andrew Rodriguez (Alternate)

Town of Florence

Mayor Tara Walter

Gila County

Supervisor Tim Humphrey

Gila River Indian Community

Vacant

City of Globe

Mayor Al Gameros

Town of Hayden

Mayor Dean Hetrick

Town of Kearny

Mayor Jamie Ramsey

Town of Mammoth

Mayor Patricia Armenta

Town of Marana

Mayor Ed Honea

City of Maricopa

Mayor Christian Price
Councilmember Vincent Manfredi (Alternate)

Town of Miami

Mayor Sammy Gonzales

Town of Payson

Mayor Tom Morrissey
Councilmember James Ferris (Alternate)

Pinal County

Supervisor Kevin Cavanaugh

Town of Queen Creek

Mayor Gail Barney
Councilmember Robin Benning (Alternate)

San Carlos Apache Tribe

Chairman Terry Rambler

Town of Star Valley

Mayor Gary Coon
Councilmember Bobby Davis

Town of Superior

Mayor Mila Besich
Councilmember Vanessa Navarrette (Alternate)

Town of Winkelman

Mayor Louis Bracamonte
Councilmember Anita Hinojos (Alternate)

White Mountain Apache Tribe

Chairwoman Gwendena Lee-Gatewood

Please provide updated information to Angela Gotto
at agotto@cagaz.org.

Transportation Technical Advisory Committee (TTAC)

2021 – 2022

Chair

Larry Halberstadt
Town of Payson

Vice-Chair

Jason James
ADOT

ADOT

Jason James (Vice-Chair)

Ak-Chin Indian Community

Sandra Shade
Bart Smith (Alternate)

City of Globe

Jerry Barnes
Rick Powers (Alternate)

Gila County

Scott Warren
Curtis Ward (Alternate)
Thomas Goodman (Alternate)
Steve Sanders (Alternate)

Town of Hayden

Vacant

Town of Kearny

Sharon Jakubowski Wolz

Town of Mammoth

John Schempf

Town of Miami

Micah Gaudet

Town of Payson

Larry Halberstadt (Chair)
Sheila DeSchaaf (Alternate)

Pinal County

Nina Arredondo
Jason Bottjen (Alternate)

San Carlos Apache Tribe

Marvin Mull
Barney Bigman (Alternate)

Town of Star Valley

Tim Grier

Town of Superior

Svetlana Clark
Todd Pryor (Alternate)

Town of Winkelman

Sylvia Kerlock
Gloria Ruiz (Alternate)

White Mountain Apache Tribe

Tara Chief
Cassie Kenton-Garcia (Alternate)

Environmental Planning Committee (EPC)

2021 – 2022

Chair

Darron Anglin

Superstition Mountain Community Facilities District

No. 1

Vice-Chair

Jake Garrett

Gila County – Health Department (Payson Office)

City of Apache Junction

Darron Anglin (Chair)

Bryant Powell (Alternate)

Arizona Department of Environmental Quality

Edwina Vogan, Ex Officio

Linda C. Taunt, Ex Officio

City of Casa Grande

Kevin Louis

Terry McKeon (Alternate)

City of Coolidge

Matt Rencher

City of Eloy

Keith Brown

Harvey Krauss (Alternate)

Town of Florence

Christopher Salas

Patricia Buchanan (Alternate)

Gila County

Jake Garrett (Vice-Chair)

Alex Kendrick (Alternate)

City of Globe

Jerry Barnes

Chris Collopy (Alternate)

Town of Marana

Mike Osborne

Stephen Dean (Alternate)

City of Maricopa

Rodolfo Lopez

Nathan Steele (Alternate)

Town of Miami

Micah Gaudet

Josh Derhammer (Alternate)

Town of Payson

Tanner Henry

Pinal County

Atul Shah

Dave Cruce (Alternate)

Town of Queen Creek

Keith DeVore

Paul Gardner (Alternate)

University of Arizona Cooperative Extension

Chris Jones

Tri-City Regional Sanitation District

Robert Jaques

Mary Anne Moreno (Alternate)

Please provide updated information to Angela Gotto at agotto@cagaz.org.

Comprehensive Economic Development Strategy Committee (CEDS)

2021 – 2022

Chair

Bryan Seppala

Resolution Copper

Vice Chair

Linda Oddonetto

City of Globe

Central Arizona College / Access Arizona

Evelyn Casuga

Ak-Chin Indian Community

Vacant

City of Apache Junction

Janine Hanna-Solley

APS

Vacant

City of Casa Grande

Richard Wilkie

Fernando Garcia (Alternate)

City of Coolidge

Rick Miller

Copper Corridor EDC

Bill Bolin

City of Eloy

Jeff Fairman

Town of Florence

Elan Vallender

Gila County

James Menlove

Gila River Indian Community

Vacant

City of Globe

Linda Oddonetto, Vice-Chair

Town of Hayden

Vacant

Town of Kearny

Sharon Jakubowski Wolz

Town of Mammoth

Vacant

Town of Marana

Curt Woody

City of Maricopa

Adam Shipley

Town of Miami

Micah Gaudet

Northern Gila County EDC

Vacant

Town of Payson

Courtney Page

Pinal County

Stephanie Maack

Pinal Partnership

Sandie Smith

Town of Queen Creek

Marissa Garnett

Resolution Copper

Bryan Seppala, Chair

San Carlos Apache Tribe

Vacant

Salt River Project

Caryn Sanchez

Southern Gila County EDC / North East Pinal Economic Partnership

Linda Oddonetto

Town of Superior

Arlene Diaz-Gonzalez

Great Western Bank

Terry Strain

Town of Winkelman

Sylvia Kerlock



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

Date: August 18, 2021

To: Andrea Robles / Management Committee

From: Travis Ashbaugh, Transportation Planning Manager

Subject: CAG/SCMPO Joint Project Agreement (JPA) for Mobility Management Services

Recommended Motion

Move to approve the CAG/SCMPO JPA for Mobility Management Services.

Summary Discussion

CAG and the Sun Corridor Metropolitan Planning Organization (MPO) will continue their JPA for Mobility Management services for Fiscal Year 2021. We will provide the Mobility Management services for all Transit Programs within the CAG and Sun Corridor MPO planning boundaries. The day to day administration of the program will be the responsibility of CAG with support from the Sun Corridor MPO staff as stated within the JPA. The attached JPA reflects the dates on which the agreement will be active.

Fiscal Impacts

If the JPA is not approved, there will be a potential loss of \$90,000 in revenue for the Mobility Management program.

Attachment(s)

DRAFT SCMPO_CAG JPA – MM Agreement CAG 2021

JOINT PROJECT AGREEMENT

Mobility Management Services

THIS AGREEMENT is made and entered into this day October 1, 2021, by and between the Sun Corridor Metropolitan Planning Organization, a statutory legal entity established pursuant to the laws of the State of Arizona, hereinafter called "SCMPO", AND the Central Arizona Governments, a statutory legal entity established pursuant to the laws of the State of Arizona, hereinafter called "CAG".

RECITALS

WHEREAS, SCMPO and CAG are entities established pursuant to ARS§11-952, by Intergovernmental Agreement and consists of duly-constituted governmental entities located within the boundaries of Pinal County, Arizona; and

WHEREAS, SCMPO and CAG as provided in ARS § 11-952.02(B)(I) are deemed political subdivisions of the State of Arizona authorized to exercise the powers specified in the Intergovernmental Agreement including, but not limited to, execution of Agreements and expenditure of allocated funds in support of its activities; and

WHEREAS, SCMPO and CAG are administrated by an Executive Board and Regional Council, composed of designees from each member agency, which is responsible for planning, program implementation and control, budgeting and employment of staff; and

WHEREAS, in order to carry out the Mobility Management function for Pinal County, SCMPO and CAG have agreed to enter into a Joint Project Agreement whereby CAG will provide the Mobility Management services for all Transit Programs within the Sun Corridor MPO planning boundaries, within Pinal County; and

WHEREAS, the Mobility Management program is an ADOT reimbursable program, CAG agrees to function as the fiscal agent for this program, and follow all ADOT requirements for reimbursement.

WHEREAS, SCMPO and CAG agree that the management of said program for the Sun Corridor MPO boundaries, within Pinal County, will be under CAG, with input and suggestions from SCMPO staff.

JOINT PROJECT AGREEMENT

Mobility Management Services

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Administration of the Program:** The parties agree that the day to day administration of the program will be the responsibility of CAG;
 - a. Monthly invoicing and reports to ADOT will be the responsibility of CAG;
 - b. Monthly reporting in the ADOT LPA DBE System will be the responsibility of CAG;
 - c. CAG will gather all monthly or quarterly reports from sub-recipients and submit to ADOT within 45 days;
 - d. Management of the Mobility Manager will be the responsibility of CAG, with input, if needed, from SCMPO staff;
 - e. CAG agrees that all deadlines for submission of key documents to ADOT be met in order to keep all SCMPO sub-recipients (programs) eligible for funding.
2. **Program Activities:** The parties agree that the following activities and services (at a minimum) will be provide by the Mobility Manager within the SCMPO Planning Boundaries;
 - a. A monthly or bi-monthly Coordination Council meeting will be held, on a rotating basis, one in Gila County and one in Pinal County. Items on the agenda for the meetings should be specific to the needs of the transit programs;
 - b. The Mobility Manager will visit the 5310 and 5311 programs, and potential programs within the region at least two times a year, and at a minimum;
 - i. Develop a good working relationship with each program;
 - ii. Gather detailed data and service/program information;
 - iii. Prepare programs for ADOT/FTA site visits;
 - iv. Provide technical assistance for ADOT e-Grant submission;
 - v. Determine gaps in service and needs for service;
 - vi. Review driver training logs, and provide assistance for training
 - vii. Hold workshops and/or trainings at Coordination Meetings
 - viii. Keep all programs up-to-date with the latest ADOT/FTA information through email or other means.
 - c. CAG will be responsible for the Coordination Plan and updates, to include SCMPO region and their programs.
 - i. SCMPO will provide information and input, if needed.
3. **Term of Agreement; Renewal.** The initial term of this Agreement shall commence on October 1, 2021, and shall expire on September 30, 2022. The agreement may be renewed annually with the award of an ADOT Mobility Management Grant to CAG.

JOINT PROJECT AGREEMENT

Mobility Management Services

4. **Termination:** This Agreement may be terminated:
- a. At any time by mutual agreement of the Parties
 - b. By either Party without cause upon 180 days written notice to the other Party of intent to terminate.
 - c. For breach of contract upon 10 days written notice by the Party claiming breach to the breaching party; said notice to specify the acts or omissions constituting the alleged breach.
5. **Notices.** Notices to be sent pursuant to this Agreement shall be sent regular mail, and/or email, to the following addresses:

Sun Corridor MPO (SCMPO)

Irene Higgs, Executive Director
211 N. Florence Street, Suite 103
Casa Grande, AZ 85122
520-705-5143
IHiggs@scmpo.org

Central Arizona Governments (CAG):

Andrea Robles, Executive Director
2540 W. Apache Trail, Suite 108
Apache Junction, AZ 85120
(480) 474-9300
ARobles@cagaz.org

Or to such other addresses as the parties may officially designate in writing.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no modifications to the terms and conditions of the agreement shall be binding upon the parties unless evidenced by a written agreement approved and executed by CAG and SCMPO.
7. **Conflicts of Interest.** This agreement is subject to the provisions of A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated herein.

Approvals on Following Page

JOINT PROJECT AGREEMENT
Mobility Management Services

BY SIGNATURE BELOW, THE PARTIES have caused this instrument to be executed as of the date first above written.

Sun Corridor Metropolitan Planning Organization:

Irene Higgs
Executive Director
211 N. Florence Street, Suite 103
Casa Grande, AZ 85122

Signature: _____

Date: _____

Central Arizona Governments

Andrea Robles
Executive Director
2540 W. Apache Trail, Suite 108
Apache Junction, AZ 85120

Signature: _____

Date: _____



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

Date: August 25, 2021

To: Management Committee

From: Andrea Robles, Executive Director

Subject: Director's Report

Met with Senator TJ Shope to discuss the Rural Transportation Advocacy Council's (RTAC) Rural Regional Priority Project list and the Rural Transportation Summit. Thank you to the electeds that participated in this meeting.

Membership Dues have been received from the City of Apache Junction, City of Eloy, Town of Florence, Town of Kearny, Town of Mammoth, City of Maricopa, Town of Queen Creek, Pinal County, Town of Hayden, Town of Miami, Town of Payson, Town of Star Valley, Town of Winkelman, and Gila County.

CAG is currently recruiting for an Economic Recovery Coordinator and a Mobility Management Coordinator. The first review of applications will be held the beginning of September.

CAG is partnering with the Northern Arizona Council of Governments (NACOG) on two Water Infrastructure Finance Authority of Arizona (WIFA) projects for our shared member, White Mountain Apache Tribe. The projects are in the Pinetop-Lakeside area.

Weekly planning meetings are held with CAG & SCMPO for the upcoming Rural Transportation Summit that will be held October 13-14th at Harrah's Ak-Chin Casino and Resort. This year's event is by invitation only. Please register by September 27, 2021. Please contact me for assistance.

An initial meeting with CAG Auditors, Henry+Horne, was held to provide background on previous audits and develop a plan for the upcoming audits.

CAG Staff worked with the City of Coolidge staff to ensure proper data collection for reporting Residential Completions to the State for development of the July 1, 2021 Population Estimates.

Attended the Arizona League of Cities and Towns Annual Conference.

Meetings Attended

- Monthly meetings with Leo Lew, Pinal County Manager, to share information on activities happening within both agencies.
- Monthly discussion with Regional Council and Management Committee Chair to keep them updated on activities within CAG.
- Participated in the August CAG TTAC meeting to hear the projects being presented for consideration as part of the RTAC Rural Regional Priority Project list.
- COG/MPO Directors Meetings are held bi-monthly to share ideas, updates and provide the opportunity for communication with ADOT Staff.

- Met with Harrah's to discuss the planning of the Rural Transportation Summit.
- Participated in the Gila County Transit Governance Study Technical Working Group workshop for the final report.

PRTA

Work continues with the PRTA team, member entities and legal counsel in preparation for a successful launch of the PRTA, in hopes of a favorable ruling received from the Supreme Court.

On August 10th, PRTA Technical Advisory Committee recommended moving the Draft FY 2022-2026 PRTA Transportation Improvement Program (TIP) forward to the Board for approval.

IGAs have been developed and distributed for local adoption with the goal of approval by the Pinal RTA Board in October. A PRTA Board meeting is currently being scheduled for September 13th or 14th to provide an overview of all IGAs.

PRTA Meetings Attended

- PRTA Escrow Account has a balance of approximately \$66 million
- Staff meetings are held several times a week with the PRTA planning team – CAG, Wilson & Company and legal counsel.
- Attended the RTA TAC Meeting on August 10th.



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

Date: August 24, 2021
To: Andrea Robles / Management Committee
From: Yvonne Tackett, Finance Manager
Subject: Financial Reports for July 2021

Recommended Motion

Move to approve the July 2021 Financial Report as presented.

Summary Discussion

At July 31, 2021, or 8% of the fiscal year, expenditures are 3.21% of the annual budgeted expenditure amounts. Revenues reflect .20% of the anticipated annual revenues. CAG's current cash balance is \$192,214.71 and our receivables total \$197,207.20.

Attachment(s)

July 2021 Actual vs Budget Comparison Worksheet

Central Arizona Governments - Finance
Actual vs Budget Comparison
FY 2020-2022

8% of fiscal year elapsed										
	7/31/2021	%	2022 BUDGET	6/30/2021	%	2021 BUDGET	2020 ACTUAL as of 6/30/2020	%	2020 BUDGET	
Personnel										
Salaries	\$ 18,752	3.40%	\$ 551,510	\$ 489,608	90.32%	\$ 542,100	\$ 511,881	84.66%	\$ 604,655	
Fringe Benefits	\$ 11,691	4.26%	\$ 274,740	\$ 183,701	79.41%	\$ 231,327	\$ 208,426	87.55%	\$ 238,060	
Total Personnel	\$ 30,443	3.68%	\$ 826,250	\$ 673,309	87.06%	\$ 773,427	\$ 720,308	85.47%	\$ 842,715	
Direct Costs										
Facilities (Rent,Utilities, Communications)	\$ 6,605	9.73%	\$ 67,858	\$ 74,467	113.60%	\$ 65,550	\$ 62,850	96.06%	\$ 65,430	
Contractual Services	\$ 4,395	1.21%	\$ 363,517	\$ 563,064	84.15%	\$ 669,105	\$ 1,513,085	132.66%	\$ 1,140,616	
Matching funds (transfers out to other Funds)		0.00%	\$ 32,500	\$ 22,678	64.80%	\$ 35,000	\$ 63,692	195.98%	\$ 32,500	
Travel & Development/Dues & Fees	\$ 69	0.25%	\$ 27,500	\$ 6,269	15.59%	\$ 40,200	\$ 21,429	44.06%	\$ 48,636	
Supplies/Printing/Advertising	\$ 375	2.98%	\$ 12,592	\$ 13,853	101.18%	\$ 13,692	\$ 17,160	118.34%	\$ 14,500	
Equipment/Maintenance/Software	\$ 1,422	6.89%	\$ 20,650	\$ 27,828	115.23%	\$ 24,150	\$ 22,608	94.65%	\$ 23,885	
Total Direct Costs	\$ 12,867	2.45%	\$ 524,617	\$ 708,159	83.54%	\$ 847,697	\$ 1,700,824	128.31%	\$ 1,325,567	
Transfer to Wells Fargo							\$ 20			
Repayment of YMPO & Interest							\$ 153,000			
Total Expenses	\$ 43,309	3.21%	\$ 1,350,867	\$ 1,381,468	85.22%	\$ 1,621,124	\$ 2,574,152	118.72%	\$ 2,168,282	
Revenues - New Funding	\$ 2,741	0.21%	\$ 1,293,830	\$ 1,403,279	88.12%	\$ 1,592,391	\$ 2,605,085	123.61%	\$ 2,107,545	
Membership Dues transfer to Local Cash Match		0.00%	\$ 32,500	\$ 22,678	64.79%	\$ 35,000	\$ 63,692	195.98%	\$ 32,500	
Carry over :Prior Year	TBD		\$ 30,000	TBD		\$ 25,000			\$ 65,786	
Total Available Funding	\$ 2,741	0.20%	\$ 1,356,330	\$ 1,425,957	86.30%	\$ 1,652,391	\$ 2,668,777	120.99%	\$ 2,205,831	
Total Revenue Over (Under) Expenditures	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	
	\$ (40,569)		\$ 5,463	\$ 44,489		\$ 31,267	\$ 94,625		\$ 37,549	
RECEIVABLES										
Current Cash Balance:				\$192,214.71	Current Receivables:				\$197,207.20	

NOTE:
**FY20 Actuals include Repayment of YMPO Loan /Interest
*** FY19 Actuals include former Exec. Director payout, Wells Fargo line of credit repayment, Increased attorney fees and increase in Medical Premiums.



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

Date: August 25, 2021

To: Management Committee

From: Andrea Robles, Executive Director

Subject: Confirm Regional Council Voting Membership

Recommended Motion

Move to approve the Regional Council Voting Membership.

Summary Discussion

Regional Council is asked to confirm voting membership in accordance with CAG Bylaws, Section IV.B.2

The membership of any Eligible Governmental Unit (EGU) member who fails to pay its allocated share of financial support for CAG by the fourth (4th) Wednesday in November shall be automatically cancelled on the day after the fourth (4th) Wednesday in November. Membership will be automatically reinstated upon payment of the canceled members allocated shares of its financial support of CAG.

Fiscal Impacts

\$186,011.81 to CAG's operating budget. \$45,166 to the RTAC Assessment.

Attachment(s)

Regional Council Roster

Regional Council

2021 – 2022

Chair

Mayor Jon Thompson
City of Coolidge

Vice Chair

Mayor Micah Powell
City of Eloy

Secretary/Treasurer

Mayor Al Gameros
City of Globe

Membership

Ak-Chin Indian Community

Vacant

City of Apache Junction

Mayor Chip Wilson
Councilmember Robert Schroeder (Alternate)

City of Casa Grande

Mayor Craig McFarland
Robert Huddleston (Alternate)

City of Coolidge

Mayor Jon Thompson

City of Eloy

Mayor Micah Powell
Vice-Mayor Andrew Rodriguez (Alternate)

Town of Florence

Mayor Tara Walter

Gila County

Supervisor Tim Humphrey

Gila River Indian Community

Vacant

City of Globe

Mayor Al Gameros

Town of Hayden

Mayor Dean Hetrick

Town of Kearny

Mayor Jamie Ramsey

Town of Mammoth

Mayor Patricia Armenta

Town of Marana

Mayor Ed Honea

City of Maricopa

Mayor Christian Price
Councilmember Vincent Manfredi (Alternate)

Town of Miami

Mayor Sammy Gonzales

Town of Payson

Mayor Tom Morrissey
Councilmember James Ferris (Alternate)

Pinal County

Supervisor Kevin Cavanaugh

Town of Queen Creek

Mayor Gail Barney
Councilmember Robin Benning (Alternate)

San Carlos Apache Tribe

Chairman Terry Rambler

Town of Star Valley

Mayor Gary Coon
Councilmember Bobby Davis

Town of Superior

Mayor Mila Besich
Councilmember Vanessa Navarrette (Alternate)

Town of Winkelman

Mayor Louis Bracamonte
Councilmember Anita Hinojos (Alternate)

White Mountain Apache Tribe

Chairwoman Gwendena Lee-Gatewood



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

Date: August 30, 2021

To: Management Committee

From: Andrea Robles, Executive Director

Subject: The Pinal Regional Transportation Authority (PRTA) Intergovernmental Funding Agreement (IGA) with Central Arizona Governments (CAG) for Payment of Administrative Expenses

Recommended Motion

Move to approve the PRTA IGA with CAG for payment of administrative expenses.

Summary Discussion

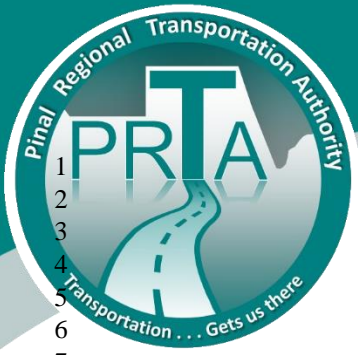
A.R.S. §11-952 provides that CAG and the Authority may enter into an IGA for joint or cooperative action, and pursuant to that statute CAG and the Authority are entering into this Agreement to reimburse CAG for the CAG Advanced Funds or to advance funds to CAG for CAG Estimated Expenditures. The amount 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 has 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").

Fiscal Impacts

Up to \$300,000 per year for PRTA Administrative expenses.

Attachment(s)

CAG Administrative Reimbursement RTA IGA.docx



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

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

RECITALS

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

- 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.
25

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.

24
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.**

- 35
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

the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

- f. Statutory Required Provision. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

8. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the CAG and any Authority employees, or between Authority and any CAG employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

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

10. Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

- a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant to this IGA. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this IGA by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.

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

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

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

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

12. Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "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.

10
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:
Ms. Andrea Robles
Pinal Regional Transportation Authority
2540 W. Apache Trail #108
Apache Junction, AZ 85120

CAG:
Ms. Andrea Robles
Central Arizona Association of Governments
2540 W. Apache Trail #108
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.
22

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.
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

1 Pinal Regional Transportation Authority

2
3
4 _____
Mayor Craig McFarland
Chairman, PRTA Board of Directors

_____ Date

5
6 CAG

7
8
9 _____
Chairman, CAG Regional Council

_____ Date

10
11 CAG

12
13
14 _____
CAG Executive Director

_____ Date

15
16 Attorney Certification

17
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.

21
22 Pinal Regional Transportation Authority

23
24
25 _____
William J. Sims, PRTA Attorney

_____ Date

26
27
28 CAG

29
30
31 _____
Stephen R. Cooper, CAG Attorney

_____ Date



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

Date: August 30, 2021

To: Management Committee

From: Andrea Robles, Executive Director

Subject: Pinal Regional Transportation Authority (PRTA) Intergovernmental Transportation Funding Agreement (IGA) with the Central Arizona Governments (CAG) for Reimbursement of Public Transportation Element Expenses (Mobility Management)

Recommended Motion

Move to approve the PRTA IGA with CAG for reimbursement of public transportation element expenses (Mobility Management).

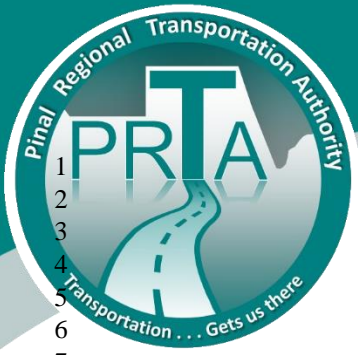
Summary Discussion

As the Mobility Management administrator, CAG has agreed to distribute PRTA Voter Approved sales Tax proceeds to eligible FTA Section 5310 recipients within Pinal County on behalf of the PRTA, and these distributions will be included in the CAG Mobility Expenses. The amount that the PRTA will distribute to CAG for CAG Mobility Expenses within Pinal County is an annual payment not to exceed \$75,000 as will be determined by the PRTA Board in its Annual Transportation Improvement Plan (TIP). That amount is subject to adjustment by the PRTA Board in each annual TIP.

Fiscal Impacts

Attachment(s)

CAG Mobility Expense Reimbursement RTA IGA.docx



INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE PINAL REGIONAL TRANSPORTATION AUTHORITY
AND
THE CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS
FOR
REIMBURSEMENT OF PUBLIC TRANSPORTATION ELEMENT EXPENSES

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

RECITALS

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

- 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 mobility management expenses (e.g., CAG Mobility Manager staff)
5 including coordination of FTA Section 5310 providers located in PRTA member jurisdictions within Pinal
6 County ("**Mobility Services**") prior to the date hereof and will continue to incur such expenses during the
7 term of the Plan ("**CAG Mobility Expenses**").
8
- 9 J. CAG has agreed to distribute PRTA Voter Approved Sales Tax proceeds to eligible FTA Section 5310
10 recipients within Pinal County on behalf of the PRTA, and these distributions will be included in the CAG
11 Mobility Expenses.
12
- 13 K. The amount that the PRTA will distribute to CAG for CAG Mobility Expenses within Pinal County is an annual
14 payment not to exceed \$75,000 as will be determined by the PRTA Board in its Annual Transportation
15 Improvement Plan ("**TIP**"). That amount is subject to adjustment by the PRTA Board in each annual TIP and
16 is referred to herein as the "**Annual Mobility Expense Amount**."
17
- 18 L. A.R.S. §11-952 provides that CAG and the Authority may enter into an IGA for joint or cooperative action,
19 and pursuant to that statute CAG and the Authority are entering into this Agreement to reimburse CAG for
20 the CAG Mobility Expenses.
21

22 NOW, THEREFORE, CAG and the PRTA, pursuant to the recitals set forth above and in consideration of the
23 matters and things set forth herein, do mutually agree as follows:
24

25 **AGREEMENT**

26

27 **1. Purpose.** The purpose of this Agreement is to establish a process for reimbursing CAG for CAG Mobility Expenses
28 within Pinal County, including provision of dial-a-ride-services by designated service providers.
29

30 **2. Effective Date and Term.** This Agreement shall become effective as of the date the PRTA Chairman signs the
31 Agreement ("**Effective Date**"). The initial "**Term**" of this Agreement shall be five (5) years commencing on the
32 Effective Date and shall be subject to renewal for additional five (5) year terms with the parties' mutual consent.
33 This Agreement is subject to termination pursuant to Section 5.
34

35 **3. Responsibilities of CAG.**

- 36
- 37 a. Upon the receipt of Voter Approved Tax proceeds following the date of the Supreme Court Opinion
38 ("**Supreme Court Approval Date**"), affirming the validity of the Voter Approved Sales Tax, the PRTA will notify
39 CAG of such receipt (the "**Tax Receipt Notice Date**"). Within ten (10) days following the Tax Receipt Notice
40 Date, CAG shall submit to the Authority an invoice ("**Invoice**") for all CAG Mobility Expenses paid during the
41 period from July 1, 2021 through and including the Supreme Court Approval Date.
- 42 b. The Invoice shall be accompanied with such documents and back up materials as may be reasonably
43 requested by the Authority.
- 44 c. Commencing with the fiscal year during which the Supreme Court Approval Date occurs, and continuing
45 thereafter during the term of the Plan, thirty (30) days prior to the commencement of the next fiscal year
46 CAG shall submit an Invoice to the PRTA for CAG Mobility Expenses advanced during the then current fiscal
47 year together with such documents and back up materials as may be reasonably requested by the Authority.
48 For the fiscal year during which the Supreme Court Approval Date occurs, the Invoice shall cover the period
49 commencing on the Supreme Court Approval Date and terminating at the end of the fiscal year during which
50 the Supreme Court Approval Date occurs.
51

52 **4. Responsibilities of Authority.** Upon receipt of each Invoice the PRTA shall review the Invoice and, if necessary,
53 request additional documents and backup material. If the amount of the Invoice is undisputed, no later than twenty-

one (21) days following submission of the Invoice and (if requested) additional documents and materials, pay CAG an amount equal to the lesser of the amount of the Invoice or the Mobility Expense Amount. If the PRTA and CAG disagree on the requested amount, the PRTA shall pay such amount that is not disputed, and the CAG Chairman of the Board and the PRTA Chairman of the Board shall meet to resolve the disputed amount. If the CAG Chairman of the Board and the PRTA Chairman of the Board are not able to resolve the dispute, the dispute shall be submitted to the PRTA Board of Directors and the CAG Board of Directors for resolution.

5. Termination. In addition to any other right or remedy, either party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this Section 5, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five (45) days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Otherwise, this Agreement shall terminate upon the expiration of the Term.

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

7. Construction of Agreement.

- a. Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits and the Recitals to this Agreement are incorporated herein by this reference.
- b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.
- c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
- f. Statutory Required Provision. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

8. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between CAG and any Authority employees, or between Authority and any CAG employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

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

1 **10. Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules,
2 regulations, standards and executive orders, without limitation to those designated within this Agreement.
3

4 a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or
5 any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual
6 orientation, familial status, political affiliation, disability or national origin in the course of carrying out
7 the duties pursuant to this IGA. Both parties shall comply with applicable provisions of Executive Order
8 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated
9 into this IGA by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.
10

11 b. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans
12 with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations
13 under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination
14 Act of 2008.
15

16 c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both
17 public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and
18 the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers'
19 compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of
20 A.R.S. § 23-906 in substantially the following form:
21

22 All employees are hereby further notified that they may be required to work under the
23 jurisdiction or control or within the jurisdictional boundaries of another public agency
24 pursuant to an intergovernmental agreement or contract, and under such circumstances
25 they are deemed by the laws of Arizona to be employees of both public agencies for the
26 purposes of workers' compensation.
27

28 **11. Waiver.** Waiver by either party of any breach of any term, covenant or condition herein contained shall not be
29 deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term,
30 covenant, or condition herein contained.
31

32 **12. Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations
33 under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term
34 "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party
35 affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities,
36 weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout,
37 labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by
38 governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to
39 the negligence or willful action of the parties, order of any government officer or court (excluding orders
40 promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due
41 diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable
42 to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with
43 all reasonable dispatch.
44

45 **13. Notification.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms
46 are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:
47

The Authority:
Ms. Andrea Robles
Pinal Regional Transportation Authority
2540 W. Apache Trail #108
Apache Junction, AZ 85120

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

1 **14. Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or
2 remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any
3 other right or remedy existing at law or in equity or by virtue of this Agreement.
4

5 **15. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed
6 an original, but all of which together shall constitute one and the same instrument. The signature pages from one
7 or more counterpart may be removed from such counterpart and attached to a single instrument.
8

9 In Witness Whereof, CAG has caused this Agreement to be executed by the Chairman of its Regional Council,
10 and the Authority has caused this Agreement to be executed by the Chairman of its Board of Directors.
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

1 Pinal Regional Transportation Authority

2
3
4 _____
Mayor Craig McFarland
Chairman, PRTA Board

_____ Date

5
6 CAG

7
8
9 _____
Chairman, CAG Regional Council

_____ Date

10 CAG

11
12
13 _____
CAG Executive Director

_____ Date

14
15 Attorney Certification

16
17 The foregoing Agreement by and between the Pinal Regional Transportation Authority and CAG has been reviewed
18 pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the
19 powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

20
21 Pinal Regional Transportation Authority

22
23
24 _____
William J. Sims, PRTA Attorney

_____ Date

25
26 CAG

27
28
29
30 _____
Stephen R. Cooper, CAG Attorney

_____ Date



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

Date: August 18, 2021

To: Andrea Robles / Management Committee

From: Travis Ashbaugh, Transportation Planning Manager

Subject: EPCOR (Pecan & San Tan WRPs) CAG 208 Plan Amendment (Resolution No. 2021-05)

Recommended Motion

Move to recommend approval of the CAG 208 Plan Amendment for EPCOR regarding the Pecan and San Tan Wastewater Reclamation Plants (WRPs) (CAG 208 ID # 2019-1) by adoption of Resolution No. 2021-05.

Summary Discussion

In January 2021, EPCOR acquired the facilities of Johnson Utilities throughout San Tan Valley. This CAG 208 Plan Amendment is to serve two purposes: 1) To begin the deconsolidation of the 2006 Johnson Utilities Consolidation Service Area 208 Plan Amendment (JU Consolidated Plan), starting with the Pecan and San Tan WRPs; 2) Allowance for effluent surface discharge locations for emergency purposes only from the Pecan WRP.

Although changes being requested within this amendment are for the Pecan WRP only, wastewater flows can be diverted to the San Tan WRP (and vice versa), hence why this proposed CAG 208 Plan Amendment is for both WRPs. The remaining facilities that are listed within the 2006 JU Consolidated Plan will remain as is written until EPCOR is ready to submit for additional 208 Plan Amendments in the future and begin the deconsolidation process for said facilities to ultimately supersede all information from the 206 JU Consolidated Plan.

EPCOR has demonstrated that it meets the legal, financial, and technical capabilities to carry out water quality planning as a Wastewater Management Utility (WMU) as described within the CAG 208 Water Quality Management Plan.

Fiscal Impacts

No direct fiscal impact.

Attachment(s)

EPCOR (Pecan & San Tan WRPs) CAG 208 Plan Amendment – (CAG 208 ID # 2019-01)

A RESOLUTION OF THE REGIONAL COUNCIL OF THE CENTRAL ARIZONA GOVERNMENTS, APPROVING AND ADOPTING THE CENTRAL ARIZONA GOVERNMENTS SECTION 208 WATER QUALITY MANAGEMENT PLAN (1978, UPDATE 2016) AMENDMENT TO: 1) DECONSOLIDATE THE PECAN AND SAN TAN WASTEWATER RECLAMATION PLANTS (WRPs) FROM THE 2006 JOHNSON UTILITIES CONSOLIDATION SERVICE AREA 208 PLAN AMENDMENT 2) ALLOW FOR EFFLUENT SURFACE DISCHARGE LOCATIONS FOR EMERGENCY PURPOSES ONLY FROM THE PECAN WRP.

WHEREAS, by Executive Order of the Governor of the State of Arizona, the Central Arizona Governments (CAG) is the Designated Planning Agency (DPA) for Gila and Pinal Counties, and;

WHEREAS, CAG prepared and adopted the CAG 208 Water Quality Management Plan in 1978 as required by Section 208 of the Federal Clean Water Act, and updated said Plan in 2016, and;

WHEREAS, under Chapter 5 of the CAG 208 Water Quality Management Plan, provides the ability to amend said plan to establish a Designated Management Agency (DMA) boundary or other similar works through a Public Participation Process, including at least one (1) Public Hearing, recommendation by the CAG Environmental Planning Committee (EPC) and Management Committee, and approval and adoption by the Regional Council of the Central Arizona Governments, and;

WHEREAS, EPCOR has submitted a CAG 208 Water Quality Management Plan Amendment to begin the deconsolidation process of the Pecan and San Tan Wastewater Reclamation Plans (WRPs) from the 2006 Johnson Utilities Consolidation Service Area 208 Plan Amendment (JU Consolidated Plan), and;

WHEREAS, EPCOR has submitted a CAG 208 Water Quality Management Plan Amendment to allow surface water discharge of treated effluent for emergency purposes only, and;

NOW, THEREFORE BE IT RESOLVED that the Regional Council of the Central Arizona Governments approves and adopts EPCOR's CAG 208 Water Quality Management Plan Amendment for the Pecan and San Tan WRPs to deconsolidate from the 2006 Johnson Utilities Consolidation Plan, and allow surface discharge for emergency purposes only from the Pecan WRP within Pinal County.

THIS RESOLUTION WAS PASSED BY THE REGIONAL COUNCIL AT A REGULAR MEETING THEREOF ON THE 22nd DAY OF SEPTEMBER, 2021 BY THE FOLLOWING VOTE:

AYES:
NOS:
ABSTENTIONS:
ABSENT:

Mayor Jon Thompson
Chairperson, Regional Council

Mayor Al Gameros
Secretary/Treasurer, Regional Council

ATTEST:



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

Date: August 18, 2021

To: Andrea Robles / Management Committee

From: Travis Ashbaugh, Transportation Planning Manager

Subject: Approval of Resolution No. 2021-06 supporting and approving the Rural Transportation Advocacy Council (RTAC) Rural Regional Priority Project List

Recommended Motion

Move to approve Resolution No. 2021-06 supporting and approving the Rural Transportation Advocacy Council (RTAC) Rural Regional Priority Project List

Summary Discussion

The Regional Transportation Advocacy Council (RTAC) has identified project earmarking as a viable option for securing infrastructure funding from the state legislature. Therefore, RTAC is proposing a hybrid approach whereby the regional planning agencies of Greater Arizona each determine a list of prioritized projects equal to \$50 million. These individual lists would be consolidated and presented to the State Legislature at the next legislative session. This allows the legislators the opportunity to continue advocating for specific projects, but listed projects would reflect regional priorities of Greater Arizona.

It was determined that funding allocation would be proportional to population. Based on this decision, the current proposed amount for the CAG Region would be approximately \$2,245,526.

Fiscal Impacts

No direct fiscal impact to CAG.

Attachment(s)

Resolution No. 2021-06

A RESOLUTION OF THE REGIONAL COUNCIL OF THE CENTRAL ARIZONA GOVERNMENTS, URGING STATE LAWMAKERS TO FUND THE PROJECTS INCLUDED IN THE RURAL TRANSPORTATION ADVOCACY COUNCIL'S (RTAC) RURAL REGIONAL PRIORITY PROJECT LIST.

WHEREAS, the quality of Arizona's transportation infrastructure is vital to public safety, economic prosperity, environmental health, quality of life and cost of living, and;

WHEREAS, the U.S. Department of Transportation currently assesses the investment backlog for the Nation's highways and bridges at \$756 billion while ADOT's current long range plan estimates the state's unmet needs at \$30.5 billion, equating to only 43% of the needs being met, and;

WHEREAS, the Arizona funding gap is continually expanding and currently equates to at least \$1.22 billion a year every year in under-investment just on the state system, and;

WHEREAS, Arizona's local road networks, heavily dependent on state fuel tax revenue which has not been raised in roughly 30 years, face comparable shortfalls, estimated at \$2.2 billion just for the maintenance of existing county roads, and;

WHEREAS, in recent years, the Arizona Legislature has increased transportation investment through earmarking one-time State General Fund revenues for various projects, a process which has proven to be politically viable at least partially due to the specificity of the use of the funding, and;

WHEREAS, earmarking has funded critically needed highway and road projects but bypasses the established programming processes that prioritize needs and maximize the development of the best investment choices based on available revenue, processes that are increasingly important due to the magnitude of the under-investment levels, and;

WHEREAS, the Greater Arizona transportation planning organizations (COG/MPOs) have the ability to provide a compromise approach by developing a list of specific projects for earmarking but those that have been vetted and determined to be the top priorities for each Greater Arizona region, and;

WHEREAS, the \$50 million sought for these Greater Arizona regional priorities will likely represent a small fraction of the available funding, considering the \$320 million appropriated this year, providing lawmakers with ample opportunity to fund additional projects.

NOW, THEREFORE, BE IT RESOLVED, the Central Arizona Governments urges state lawmakers to enact legislation appropriating State General Fund revenues for the projects selected for the RTAC Rural Regional Priority Project List.

THIS RESOLUTION WAS PASSED BY THE REGIONAL COUNCIL AT A REGULAR MEETING THEREOF ON THE 22nd DAY OF SEPTEMBER, 2021 BY THE FOLLOWING VOTE:

AYES:

NOS:

ABSTENTIONS:

ABSENT:

Mayor Jon Thompson
Chairperson, Regional Council

Mayor Al Gameros
Secretary/Treasurer, Regional Council

ATTEST:



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

Date: August 18, 2021

To: Andrea Robles / Management Committee

From: Travis Ashbaugh, Transportation Planning Manager

Subject: Approval of the Rural Transportation Advocacy Council's (RTAC) Rural Regional Priority Project List

Recommended Motion

Move to approve the Rural Transportation Advocacy Council (RTAC) Rural Regional Priority Project List for the CAG Region.

Summary Discussion

The RTAC Advisory Committee, consisting of the Elected Officials representing each COG/MPO from Greater Arizona, is proposing to develop a list of regional transportation priority projects.

RTAC, in coordination with the Greater Arizona COG/MPOs, is currently developing a list to pursue funding during the next legislative session for the FY2023 budget. Each individual COG and MPO has developed a process for allocation of funding. Under the proposed scenario of \$50 million, CAG's allocation based on the population of its transportation planning boundary would be approximately \$2,245,526.

The CAG Transportation Technical Advisory Committee (TTAC) evaluated and scored the submitted project proposals and prioritized them as stated below, after presentations and discussion during the August 12, 2021 CAG TTAC meeting. The CAG TTAC agreed that should RTAC be successful with the \$50 million bill proposal, the next projects that are un-funded currently (as listed below) would be the set of projects to move forward in the following year's attempt for another bill proposal. All projects will be listed on the CAG TIP under "State Budget Surplus."

The RTAC Rural Regional Priority Project List for the CAG Transportation Boundary is as follows:

1. *Globe/Gila County Sidewalk Improvements – Phase I & 2 – (Project # GLB 23-01C)*

- a. New Project under "State Budget Surplus" section as Priority #1.*
- b. Pending State Legislative Action for FY23 State Budget.*
- c. Add **\$1,293,882** of State Budget Surplus dollars for FY23.*
- d. Add **\$106,000** of local contributions for FY23.*
- e. Total Project dollars in FY23 = **\$1,399,882**.*

2. *Winkelman/Hayden Golf Course Road – (Project # WKL 23-01C)*

- a. New Project under "State Budget Surplus" section as Priority #2.*
- b. Pending State Legislative Action for FY23 State Budget.*
- c. Add **\$951,644** of State Budget Surplus dollars for FY23.*
- d. No local contributions are being considered at this time.*

3. *Superior New Bridge on Panther Drive – (Project # SUP 24-01C)*

- a. New Project under "State Budget Surplus" section as Priority #3.*

- b. To be placed on TIP as a "Parking Lot" item.
- c. Next project in line pending successful Legislative Action for Projects # GLB 23-01C & WKL 23-01C in TIP.
- d. Pending State Legislative Action for next Fiscal Year that is expecting to have a State Budget Surplus.
- e. Add **\$2,245,526** of potential State Budget Surplus dollars needed (maxed out based on FY23 allocation for CAG).
- f. Add **\$235,799** of local contributions.
- g. Total Project dollars estimated = **\$2,481,325**.

4. Globe/Gila County Sidewalk Improvements – Phase 3 & 4 – (Project # GLB 25-01C)

- a. New Project under "State Budget Surplus" section as Priority #4.
- b. To be placed on TIP as a "Parking Lot" item.
- c. Next project in line pending successful Legislative Action for Project # SUP 24-01C in TIP.
- d. Pending State Legislative Action for next Fiscal Year that is expecting to have a State Budget Surplus.
- e. Add **\$898,170** of potential State Budget Surplus dollars needed.
- f. Add **\$105,000** of local contributions.
- g. Total Project dollars estimated = **\$1,003,170**.

Fiscal Impacts

No direct fiscal impact to CAG.

Attachment(s)

RTAC Priority List – TIP FY22-32 – (08_19_21)



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

Date: August 18, 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



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

Date: August 30, 2021

To: Andrea Robles / Management Committee

From: CAG Staff

Subject: Department Updates

Planning Department – Angela Gotto

- Staff worked with Member Agencies to collect the necessary residential completion and annexation data to assist the State in the development of the July 1, 2021 Population Estimates.
- Staff is working with Member Agencies to review employers in the CAG Region for use in the Statewide Employer database.

Water Infrastructure Finance Authority of Arizona (WIFA) – Angela Gotto

- After a request from NACOG, CAG has contracted with WIFA for two additional projects. The projects are for the White Mountain Apache Tribe and are in the Pinetop-Lakeside area.
- Currently, CAG has ten WIFA contracts for a total of approximately \$166,000. Five of those projects have begun and five will begin near the end of this calendar year or early next calendar year.
- Staff attended a pre-bid meeting for the Tonto Basin Water Company (Town of Florence)

Economic Development Administration – Robert Mawson

- CAG is currently advertising for an Economic Recovery Coordinator. First review of applications will occur in September with recruitment remaining opened until the position is filled.
- Work on the Economic Recovery Toolkit has been progressing.
- The next meeting of the CEDS Committee is scheduled for Wednesday, September 15th at 2:00 p.m.

Community Development Block Grant – Robert Mawson

- Applications are being completed for the City of Globe and the Town of Hayden.
- City of Apache Junction, City of Coolidge and the Town of Star Valley are the regional applicants this year that will submit their applications directly to the Arizona Department of Housing after being reviewed by CAG.

Mobility Management – Travis Ashbaugh

- CAG is currently advertising for a Mobility Management Coordinator. The first round of interviews will be held in September.

Water Quality Planning – Travis Ashbaugh

Apache Junction/Superstition Mountains Community Facilities District No. 1 208 Plan Amendment

- *CAG received revisions of the plan and it is currently in the review and comment period.*
- *The final draft is expected to go to the Environmental Planning Committee for permission to have the Public Hearing before the calendar year is over.*

Potential upcoming 208 Amendments

- *City of Coolidge*
- *Picacho Sewer Company*
- *EPCOR*
- *CAG will be re-evaluating the 208 Plan Review Fee*

Attachment(s)

N/A