



**Pinal Regional Transportation Authority Board Meeting
Wednesday, November 15, 2017 – 6:00 p.m.**

**City of Apache Junction Council Chambers
300 E. Superstition Blvd.**

Apache Junction, Arizona

Call in # 888-537-7715 Participant Passcode 28020256#

I. CALL TO ORDER – *Chairman Councilmember Waldron*

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL & INTRODUCTION OF GUESTS

IV. CALL TO THE PUBLIC

V. NEW BUSINESS

- A. Review, Discussion and Decision on the Intergovernmental Agreement between the Pinal Regional Transportation Authority and Pinal County – *Greg Stanley, Pinal County* P – F – T
- B. Update on the Status of the Pinal RTA – *Greg Stanley, Pinal County* Information
- C. Review, Discussion and Decision on the next steps for the Pinal RTA Board - *Greg Stanley, Pinal County* P – F – T

VI. ADJOURNMENT



Approved by: Andrea Robles
Interim Executive Director

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|----------------------|-----|--------------------------|----|-------------------------------------|
| CONSENT AGENDA ITEM: | YES | <input type="checkbox"/> | NO | <input checked="" type="checkbox"/> |
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**CENTRAL ARIZONA GOVERNMENTS
Request for PRTA Board Action**

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| <p><u>Date Submitted:</u></p> <p align="center">November 9, 2017</p> <p><u>Date Action Requested:</u></p> <p align="center">November 15, 2017</p> | <p><u>Type of Action(s) Requested:</u></p> <p><input checked="" type="checkbox"/> Formal Action/Motion</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Other</p> | <p><u>Subject:</u></p> <p align="center">Intergovernmental Agreement between the Pinal Regional Transportation Authority (PRTA) and Pinal County</p> |
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TO: CHAIRMAN AND PRTA BOARD MEMBERS

FROM: Andrea Robles, Interim Executive Director

DISCUSSION: The Intergovernmental Agreement would delegate the responsibilities of the position of the Executive Director of the Authority to a person leased to the Authority by the County pursuant to this Agreement. The County will lease Andrew Smith to serve as the Interim Executive Director of the Authority until the roles and responsibilities of the Executive Director of the Authority can be transitioned to a person named as the Executive Director of CAG. The IGA can be terminated with 30 days notification.

FISCAL IMPACT: The County shall pay the salary and benefits of the Leased Employee for the period commencing as of the Effective Date and terminating on the IGA Termination Date otherwise known as “Leased Employee Period of Service.” If the Tax Levy is approved and taxes collected, upon such collection, the Authority shall reimburse the County fifty percent (50%) of the salary costs of the Lease Employee (the “Reimbursement Amount”) during the Leased Employee Period of Service.

ALTERNATIVES: N/A

PREPARED BY: Andrea Robles

REVIEWED BY: *Andrea Robles*

CONCURRENCE: _____

Action Taken: P - F - T - None

INTERGOVERNMENTAL AGREEMENT
between
PINAL COUNTY REGIONAL TRANSPORTATION AUTHORITY
and
PINAL COUNTY

Leased Employee Services

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”), dated as of November 15th, 2017 (“**Effective Date**”) is by and between the Pinal County Regional Transportation Authority (“**Authority**”), a political subdivision of the State of Arizona and Pinal County (“**County**”), a political subdivision of the State of Arizona.

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

WHEREAS, the Authority has requested the County to conduct a countywide election to be held on November 7, 2017 on the Regional Transportation Plan and on the question of levying a transportation excise tax as permitted by A.R.S. § 48-5304 and A.R.S. § 48-5314 (the “**Tax Levy**”); and

WHEREAS, A.R.S. § 48-5302 provides that the Executive Director of the Central Arizona Association of Governments (“**CAG**”) shall be the Executive Director of the Authority; and

WHEREAS, CAG is in the process of selecting a permanent Executive Director; and

WHEREAS, the County has the authority to lay out, maintain, control and manage public roads and bridges within the County; and

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

WHEREAS, until CAG names a permanent Executive Director, the responsibilities of the position of the Executive Director of the Authority shall be delegated to a person leased to the Authority by the County pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Lease Employee.** The County hereby leases Andrew Smith (“**Leased Employee**”) to serve as

the General Manager of the Authority until the roles and responsibilities of the Executive Director of the Authority can be transitioned to a person named as the Executive Director of CAG. This Agreement shall terminate no later than thirty (30) days after such notification by either party (“**IGA Termination Date**”).

2. **Compensation.** The County shall pay the salary and benefits of the Leased Employee for the period commencing as of the Effective Date and terminating on the IGA Termination Date otherwise known as “**Leased Employee Period of Service.**” If the Tax Levy is approved and taxes collected, upon such collection, the Authority shall reimburse the County fifty percent (50%) of the salary costs of the Lease Employee (the “**Reimbursement Amount**”) during the Leased Employee Period of Service. Reimbursement shall occur on a monthly basis until the Reimbursement Amount is paid no later than six (6) months after the IGA Termination Date. The amount of each monthly payment shall be one-sixth (1/6th) of the Reimbursement Amount. If the Tax Levy is not approved, the Authority shall have no duty to pay the Reimbursement Amount.

3. **Miscellaneous.**
 - 3.1. Workers Compensation. For purposes of workers’ compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
 - 3.2. Severability. The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
 - 3.3. Applicable Law. The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona. Venue is proper in Pinal County Superior Court.
 - 3.4. Disputes; Trial by Court. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.
 - 3.5. Disputes; Attorney Fees. The Parties expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Agreement, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.
 - 3.6. Office Site. The Leased Employee shall be permitted to work out of the CAG Apache Junction Location or Pinal County Public Works Florence Site

- 3.7. Leased Employee Supervision/Leave Bank/Salary. The Leased Employee will be under the supervision of CAG except that vacation/sick leave approval will be coordinated with and approved by Scott Bender, County Engineer. The leased Employee will continue to accrue and have the ability to access vacation and sick time as currently allowed by Pinal County Personnel Policies. The Leased Employee will be provided a 5% salary increase over his current rate of pay during the time of his Leased Employee status
- 3.8. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may only be amended, modified or waived by written instrument signed by the authorized agents of the parties hereto.
- 3.9. Notices. Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Authority: Pinal County Regional Transportation Authority
Executive Director
Andrea Robles
1075 S. Idaho Road, Suite 300
Apache Junction, Arizona 85119

With a copy to: William J. Sims
Sims Murray, Ltd
2020 North Central Ave, Suite 670
Phoenix, Arizona. 85004

County: Pinal County
County Administrator
Greg Stanley
P.O. Box 827
Florence, AZ 85132

With copy to: Pinal County Attorney
Attn: Chris Keller
P.O. Box 887
Florence, AZ 85132

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

- 3.10. Conflict of Interest. This Agreement is subject to the ARS §38-511 pertaining to

conflicts of interest, the pertinent provisions of which are incorporated by reference herein.

- 3.11. Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

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

Pinal County, a political subdivision of the
State of Arizona

Pinal County Regional Transportation
Authority a political subdivision of the State
of Arizona

DETERMINATIONS OF COUNSEL

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

_____, Deputy County Attorney

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

William J. Sims III, Authority Attorney

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| CONSENT AGENDA ITEM: | YES | <input type="checkbox"/> | NO | <input checked="" type="checkbox"/> |
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Request for PRTA Board Action**

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| <p><u>Date Submitted:</u></p> <p align="center">November 13, 2017</p> <p><u>Date Action Requested:</u></p> <p align="center">November 15, 2017</p> | <p><u>Type of Action(s) Requested:</u></p> <p><input type="checkbox"/> Formal Action/Motion</p> <p><input checked="" type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Other</p> | <p><u>Subject:</u></p> <p align="center">Update on the Status of the Pinal Regional Transportation Authority (PRTA)</p> |
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TO: CHAIRMAN AND PRTA BOARD MEMBERS

FROM: Andrea Robles, Interim Executive Director

DISCUSSION: An update on the Pinal Regional Transportation Authority (PRTA) will be provided by Pinal County Staff.

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

PREPARED BY: Andrea Robles

REVIEWED BY: *Andrea Robles*

CONCURRENCE: _____

Action Taken: P - F - T - None

| | | | | |
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|--|--|---|

TO: CHAIRMAN AND PRTA BOARD MEMBERS

FROM: Andrea Robles, Interim Executive Director

DISCUSSION: The next steps for the Pinal RTA Board will be discussed. Items for discussion include:

- Citizens Advisory Group
- Technical Advisory Group
- Bylaws
- Transportation Improvement Program
- Future Meetings

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

PREPARED BY: Andrea Robles

REVIEWED BY: *Andrea Robles*

CONCURRENCE: _____

Action Taken: P - F - T - None