

COB - BOSAIR FORM

09/25/2025 4:30 PM (MST)

Submitted by Jeffrey.Teplitsky@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT RPS CT2500000067

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 10/14/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: El Rio Sol Transmission, LLC, a Delaware limited liability company

Project Title / Description: Pima County Highway Maintenance Reimbursement Agreement

Purpose: The purpose is to enter into a road maintenance agreement between El Rio Sol Transmission, LLC ("RioSol") and the Pima County Department of Transportation ("DOT") for the anticipated cost to maintain roads that will be used to construct and maintain a high voltage electric transmission line that is being constructed in the San Pedro River valley area.

Procurement Method: Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: The road maintenance reimbursement agreement in the amount of \$200,000 will be used for the maintenance of roads in the San Pedro River valley used by RioSol to construct and maintain a high voltage electric transmission line. The predicted outcome is a one-time payment in the amount of \$200,000 that will be placed into a special fund to be charged against for future maintenance costs.

Public Benefit and Impact: The public benefit will be to maintain roadways in the San Pedro Valley during and after initial construction of the transmission line

Budget Pillar • N/A

Support of Prosperity Initiative: 12. Improve Financial Capability

TD: COB, 10/1/25(1)
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SEP30/25PM1202 PD

Provide information that explains how this activity supports the selected Prosperity Initiative	RioSol will pay Pima County \$200,000 that will be used to maintain existing roadways in the San Pedro Valley thereby supplementing the cost to maintain the existing roads
Metrics Available to Measure Performance:	\$200,000 will be deposited into a special fund for current and future road maintenance costs.
Retroactive:	NO

Contract / Award Information

Record Number: CT RPS CT2500000067

Document Type:	CT
Department Code:	RPS
Contract Number:	CT2500000067
Commencement Date:	10/14/2025
Termination Date:	10/13/2026

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$200,000.00

Funding Source Name(s) Required: Transportation-Maintenance Misc Revenue

Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO

Department: Real Property Services
Name: Jeffrey Teplitsky
Telephone: 5207246306

Add Procurement Department Signatures No

Add GMI Department Signatures

No

Department Director Signature: _____

Date: _____

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: _____

Pima County Highway Maintenance Reimbursement Agreement

This Highway Maintenance Reimbursement Agreement (this "Agreement") is dated as of Tuesday, October 14th 2025 (the "Effective Date"), and is entered into by and between El Rio Sol Transmission, LLC, a Delaware limited liability company ("RioSol") and Pima County, a political subdivision of the State of Arizona ("Pima County," and together with RioSol, the "Parties" and each a "Party").

WHEREAS, Pima County maintains several county roads ("County Roads") as identified in Exhibit A, attached hereto;

WHEREAS, RioSol is constructing a high voltage electrical transmission line and related facilities (the "Project"), a portion of which runs through Pima County;

WHEREAS, RioSol and its employees, contractors, subcontractors, and agents will utilize the County Roads as identified in Exhibit A in its development of the Project;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Reimbursement for Road Maintenance. Upon execution of this Agreement, RioSol agrees to prepay Pima County \$200,000.00 as prepayment for the anticipated need to maintain the County Roads necessitated by RioSol's impact on County Roads due to the Project-related vehicular travel for the first 12-month period of the Construction Term (as defined below) of this Agreement. During the Construction Term (as defined below) of this Agreement, upon each anniversary of the Commencement of Construction ("COC" Date, RioSol agrees to pay Pima County \$200,000.00 as prepayment for the anticipated needs to maintain the County Roads necessitated by RioSol's impact on County Roads due to the Project-related vehicular travel for the applicable twelve-month period of the Construction Term. For the avoidance of doubt, the advance prepayment shall be tied to the first 12-month period of the Construction Term regardless of the passage of time between the Effective Date and the COC Date. In the event this Agreement is terminated pursuant to Section 2, no further payments under this Agreement will be due.

2. Term. This Agreement shall commence upon the Effective Date. The "Construction Term" shall commence on the COC Date. The COC Date shall commence on the date specified in a written notice (at least 30 days in advance of the COC Date) by RioSol to Pima County that RioSol will commence construction of the Project. The Construction Term shall continue for 12 months, provided that this Agreement and the Construction Term shall automatically renew for additional successive 12-month periods upon the annual anniversary of the COC Date until written notice is provided by RioSol to Pima County of RioSol's completion of construction of the Project. This Agreement shall terminate upon the end of the applicable 12-month period during which RioSol delivers to Pima County such written notice of completion of construction of the Project.

3. Payment Terms.

a. It is agreed between the Parties that the reimbursement herein provided shall not

exceed the actual reasonable costs of Road Maintenance. Pima County shall submit to RioSol an itemized invoice detailing the work performed, the costs incurred as a result of the Project-related vehicle travel on County Roads, and the dates the work was performed, and may deduct such amount from the prepayments referenced in Section 1 above. Any amount of the prepayments referenced in Section 1 above that is not utilized for Road Maintenance shall be returned to RioSol within 30 days after termination of this Agreement.

- b. In the event the Road Maintenance is greater than the prepaid amount referenced in Section 1 above, RioSol shall reimburse Pima County within 30 days of receipt of each invoice; provided that any single extraordinary expense in excess of \$10,000 shall not be incurred without the prior approval of both Parties.
- c. Invoices shall be submitted no more frequently than monthly.

4. Road Maintenance and Repairs. Pima County shall perform any required road maintenance at a minimum of 3 times per year or as determined by Pima County, for the duration of the Agreement. Road maintenance includes but is not limited to grading to eliminate ruts and washboards; adding material and compacting for erosion repair; building up the road, grading, and compacting to ensure proper drainage and water runoff. Pima County will provide their own dust control for the work they perform. RioSol or their sub-contractors shall provide dust control for any work they perform. The final surface course shall have a smooth appearance, with no large rocks, conforming to the general shape and configuration of the surrounding area. Any urgent repairs necessary shall be addressed as soon as possible.

5. Notices. Notices shall be given in writing via email to the email address below, personally delivered, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

RioSol:
El Rio Transmission, LLC
ATTN: David Getts
3610 N. 44th Street, Suite 250
Phoenix, AZ 85018
Email: dgetts@southwesternpower.com

Pima County:
Pima County
ATTN: Matt Sierras, Division Manager
1313 S. Mission Rd., Building 11
Tucson, AZ 85713
Email: matt.sierras@pima.gov

Other addresses may be designated in writing by Pima County or RioSol. Any such notice shall be deemed to have been given as of the date of delivery, if hand or courier delivered, or as of three days after the date of mailing, if mailed certified, return receipt requested, postage prepaid.

6. Assignment. Neither Party may sell, transfer, assign, or pledge this Agreement or any interests or obligations hereunder except as otherwise herein expressly provided without the prior written consent of the other, which consent shall not be unreasonably withheld. Pima County is not prohibited from entering into agreements with other entities, agencies, or parties for the road maintenance of areas depicted in Exhibit A.

7. Captions. The captions used in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

8. Parties in Interest. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

9. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one instrument. The execution of this Agreement and any agreement or instrument entered into in connection with this Agreement, and any amendment hereto or thereto, by either of the Parties, may be evidenced by way of a facsimile, portable document format (.pdf) transmission or electronic production or reproduction, photostatic or otherwise, of such Party's signature. Such facsimile, .pdf, or electronic production or reproduction shall be deemed to constitute an original signature of such Party.

10. Entire Agreement. This Agreement contains the entire understanding of the Parties to this Agreement with respect to the subject matter contained in this Agreement. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

[Signature Page to Follow]

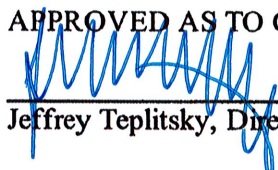
PIMA COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona

Rex Scott , Chair, Board of Supervisors

ATTEST:

Melissa Manriquez, Clerk of Board

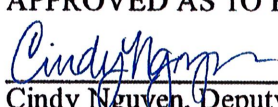
APPROVED AS TO CONTENT:



Jeffrey Teplitsky, Director, Real Property Services

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



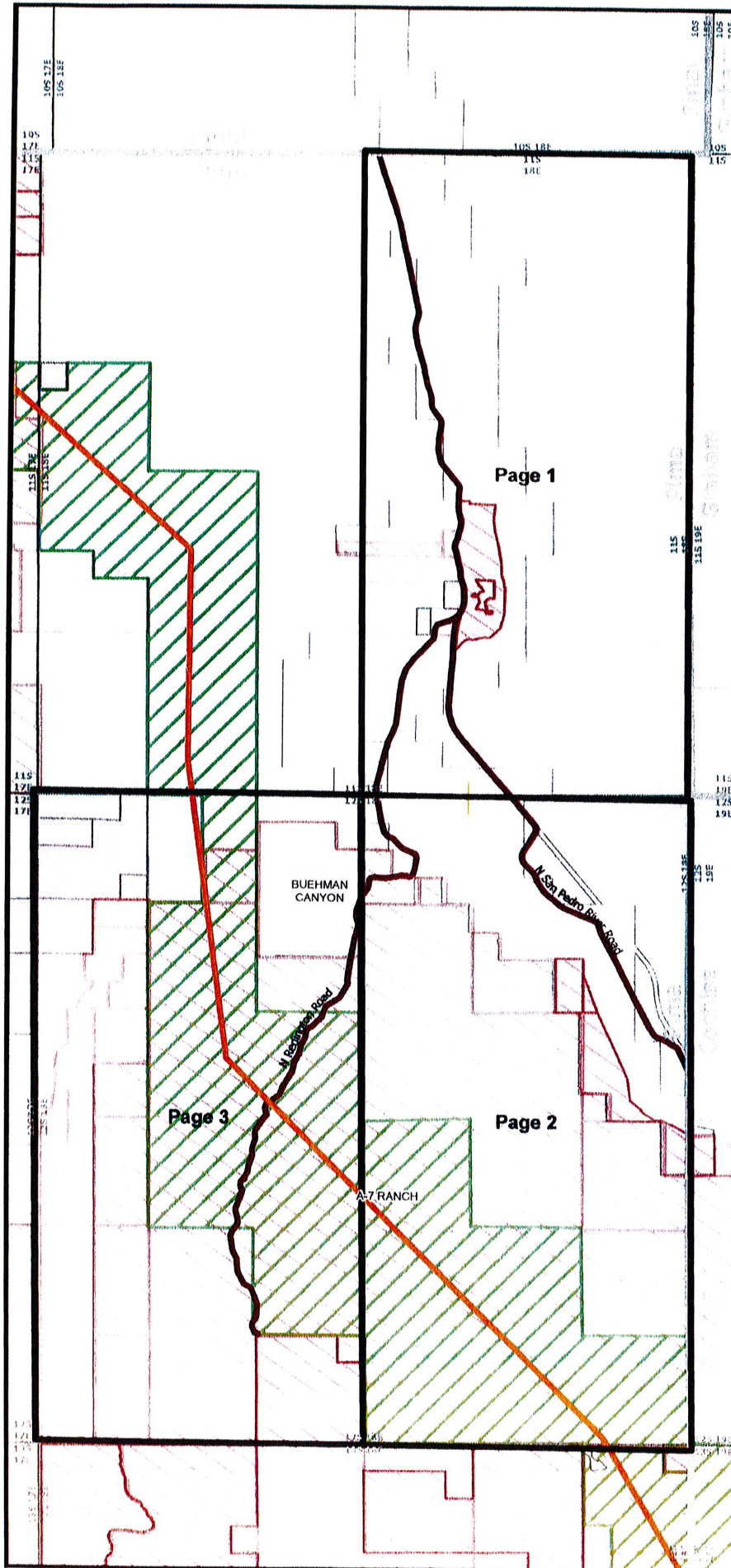
Cindy Nguyen, Deputy County Attorney

EL RIO SOL TRANSMISSION, LLC, a Delaware limited liability company



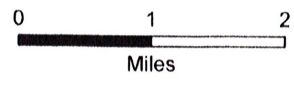
David Getts, Manager

Exhibit A



- RioSol Centerline
- County Roads
- Pima County ASLD Lease
- Mitigation Lands
- Pima County Fee Parcels
- Jurisdictional Boundary**
 - BLM
 - Forest
 - Private
 - State Trust

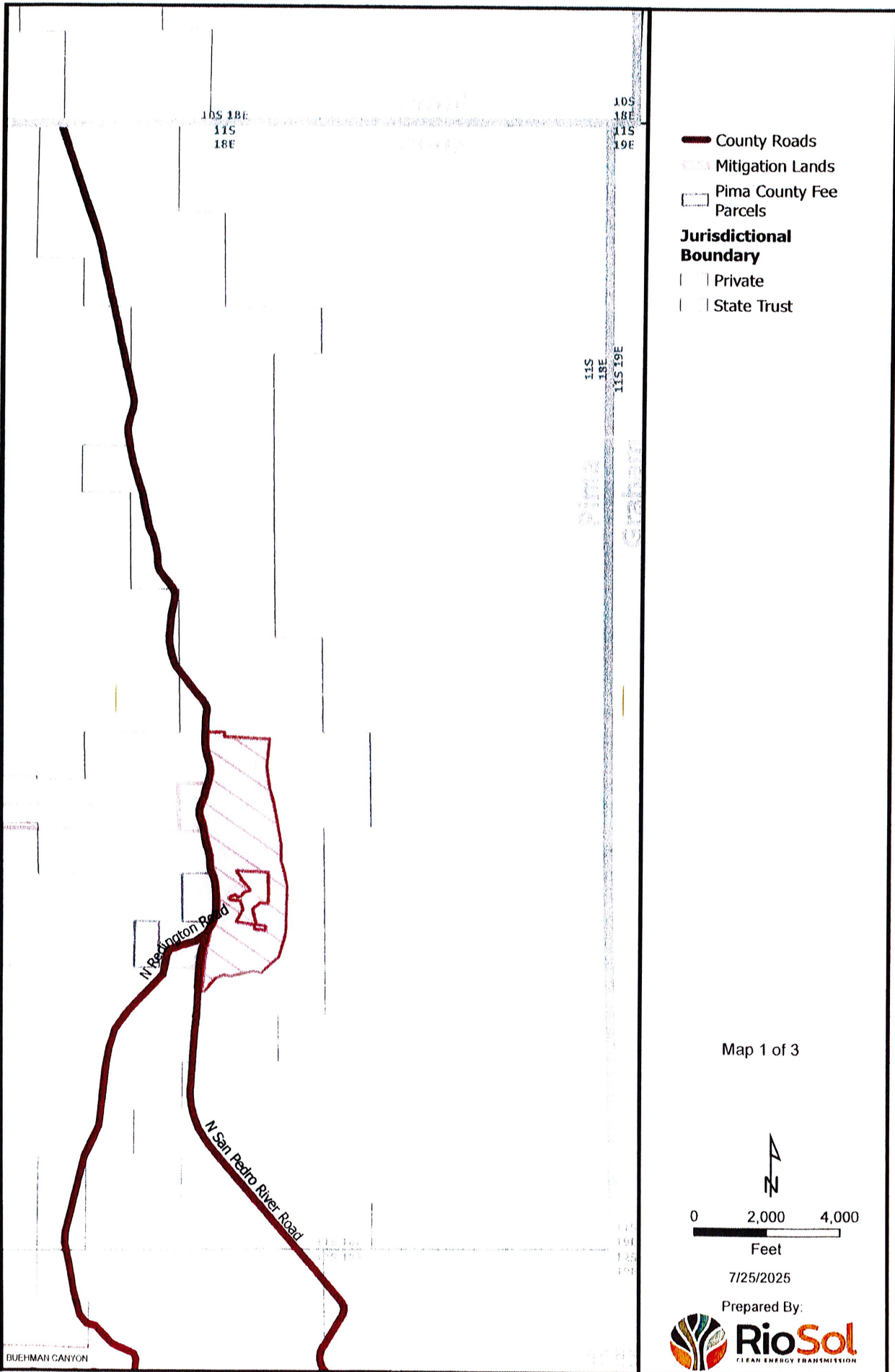
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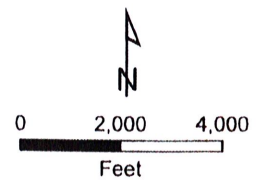
7/25/2025

Prepared By:





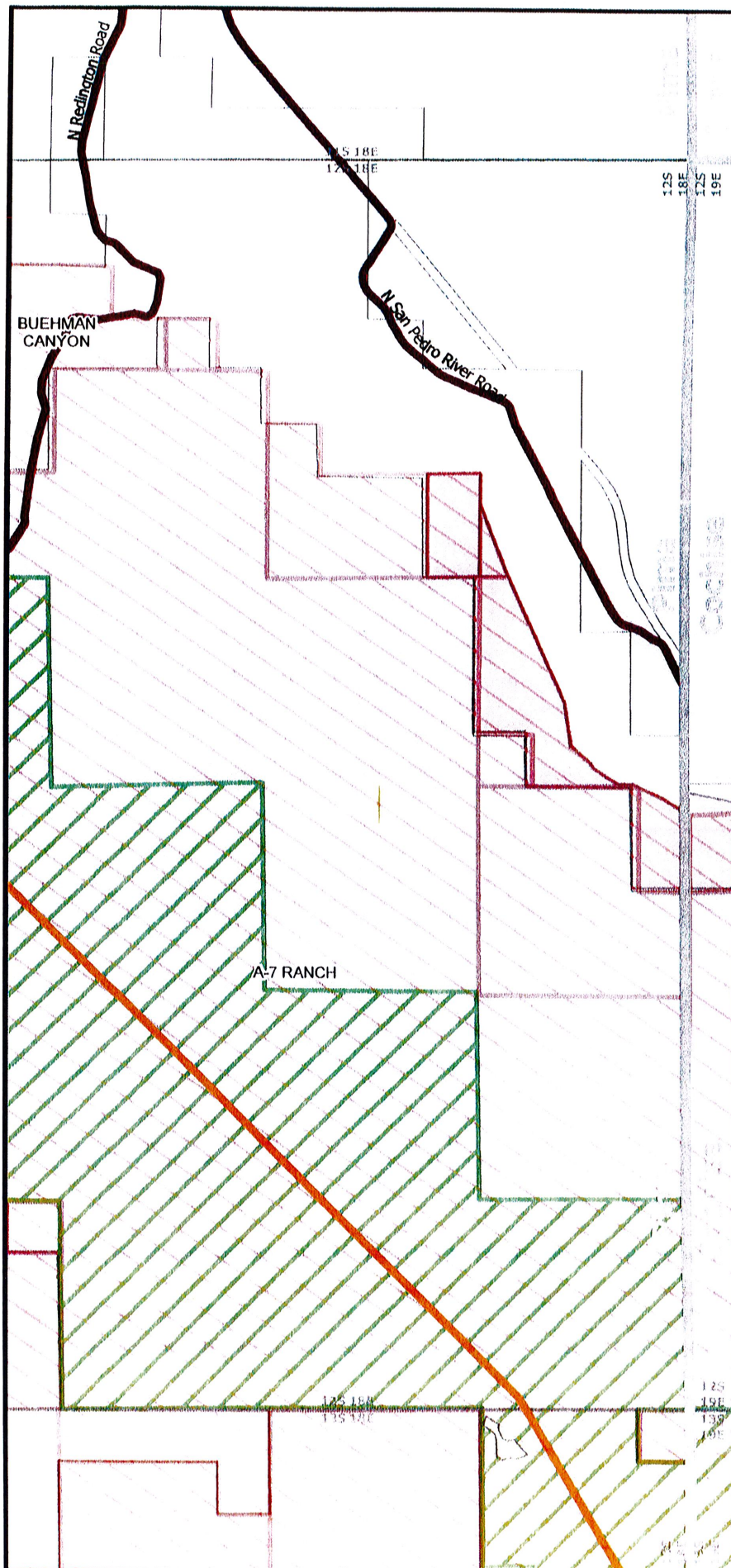
Map 1 of 3



7/25/2025

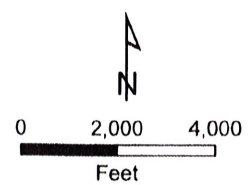
Prepared By:





- RioSol Centerline
- County Roads
- Construction Yard
- Pima County ASLD Lease
- Mitigation Lands
- Pima County Fee Parcels
- Jurisdictional Boundary**
 - BLM
 - Private
 - State Trust

Map 2 of 3



7/25/2025

Prepared By:



