



Special Meeting

Regional Transportation Authority (RTA) of Pima County Board of Directors Meeting

At or after 1:00 p.m., Thursday, August 6, 2026

Virtual Meeting

Public Access to Meeting Audio/Presentation (if technologically available):
[YouTube Live Video Link](#)

*Pursuant to A.R.S. 38-431.02, notice is hereby given to the public and to the Board members that the Regional Transportation Authority (RTA) of Pima County Board will meet **virtually** at the above stated time and date.*

The following is an agenda of matters to be considered, discussed and acted upon. The sequence of the agenda may be changed by the Chair. Action may be taken on any item.

The Board may vote to go into Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the attorney or attorneys of the public body regarding any item specifically listed on this agenda.

The RTA is an Arizona special taxing district, duly formed and existing, pursuant to A.R.S. 48-5302, et seq.

In compliance with open meeting laws, meeting agendas requiring public notice are posted at the official address referenced above and are available for public review during official RTA business hours, excluding weekends and legal holidays.

This will be a virtual meeting. Members of the public are invited to attend the meeting via the link above. Board members will be provided with a separate link to participate electronically. Members of the public may submit written comments relating to this meeting to info@RTAMobility.com within one hour prior to the posted start time of the meeting. These comments will be filed with the meeting's records.

Alternatively, a virtual call-in option subject to technological availability may be available for comments under the Call to the Audience item on the RTA Board meeting agenda. Interested members of the public must email info@RTAmobility.com or call (520) 792-1093 at least 24 business hours prior to the start of the meeting to confirm your interest in participating in the virtual call to the audience.

A quorum of the Pima Association of Governments' Regional Council is present. However, no issues related to PAG will be discussed or acted upon during the RTA Board meeting.

The following is an agenda of the matters to be considered, discussed and acted upon. Action may be taken on any item.

"We encourage and uphold the importance of regional collaboration as the RTA Board addresses regional priorities and pursues regional solutions."

To view the full Regional Collaboration and Unity Pledge, visit PAGregion.com/pledge

AGENDA

1. **Call to Order**
2. **Call to the Audience (Remote Access Option)**

Speakers are limited to a three-minute oral presentation, subject to technological availability, and may submit written comments of any length for the Board's files. The Call to the Audience is limited to 30 minutes. Those wishing to address the Board should follow the instructions above under the Special Notice prior to the meeting to specify the topic to be addressed. Individual Board Members may respond to criticism made by those individuals who have addressed the Board and may ask staff to review the matter. However, the Board will not discuss or take action on a matter raised during a Call to the Audience that is not already on the agenda.

We ask that anyone representing or speaking on behalf of another person or entity disclose this interest prior to making any comments.

STAFF MEMO	
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3. **Meeting Summary Approval**

The RTA Board will consider corrections and may amend the draft meeting summary of June 4, 2026.

Action: The RTA Board will be asked to approve the meeting summary of June 4, 2026.

STAFF MEMO	ATTACHMENT(S):
	• Meeting Summary of June 4, 2026

4. **Consent Agenda Items**

All items listed under the Consent Agenda will be enacted by one motion unless the RTA Board elects to remove an item for discussion and possible action.

Individual Action is noted on each item below.

Staff are available to report on any of these items.

Items a - d: Requires Action

- a. **Advanced Delivery Team Consultant Contract**

Action: The Regional Transportation Authority (RTA) Board will be asked to approve the following:

1. Contract award of the Advance Delivery Team to HDR Engineering, Inc. and authorize the Executive Director to negotiate and execute the contract and subsequent task orders.

2. Authorize the Executive Director to enter into contracts with one or both of the other two teams as/if needed.

STAFF MEMO	
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b. Pima Council on Aging Agreement

Action: The RTA Board will be asked to approve the proposed 10-year agreement between the RTA and PCOA for volunteer driver services.

STAFF MEMO	ATTACHMENT(S):
	The memorandum and agreement for the Volunteer Transit Service (VTS) Program.

c. RTA Transaction Privilege Tax (TPT) Match for FTA 5311/5339 Grant Awards

Action: The RTA Board will be asked to authorize the use of RTA TPT to serve as the non-federal match for recent FTA 5311/5339 Grant Awards.

STAFF MEMO	ATTACHMENT(S):
	5311 Rural Transit Fiscal Year 2026 Preliminary Notice of Award Year 1

d. Town of Oro Valley RTA Pavement Program TPT Approval

Action: The RTA Board will be asked to pre-authorize the programming of RTA TPT to serve as the non-federal match for the Design phase for a Town of Oro Valley Bridge reconstruction project, funded through a Congressionally Directed Spending award.

STAFF MEMO	ATTACHMENT(S):
	A draft project list detailing the change that will take effect through an administrative TIP amendment

5. Short Range Transit Plan (SRTP) Authorization of TPT as Matching Funding

Staff will share details regarding the SRTP consultant selection process and recommended match funding needs for the Board's consideration and approval.

Action: The RTA Board will be asked to authorize \$14,977 in TPT match funding associated with the FTA 5305 grant award.

STAFF MEMO	ATTACHMENT(S):
	Draft SRTP Contract
	Notice of Award Letter

6. SR 86 IGA Amendment

Staff will share details regarding the SR 86 IGA Amendment to swap funding from RTA TPT to HURF 2.6% for the construction phase for Board consideration and potential approval and field any questions.

Action: RTA Board will be asked to approve Resolution 2026-014, together with the associated IGA Amendment #1.

STAFF MEMO	ATTACHMENT(S):
	Resolution 2026-014 together with the associated IGA Amendment #1

7. Executive Director Update

The Executive Director will provide an update on upcoming activities.

8. Adjournment

The Regional Transportation Authority (RTA) of Pima County Board meeting packet containing material related to the meeting is available at <https://rtamobility.com/get-involved/events/> for public review 24 hours prior to the meeting. In compliance with the Americans with Disabilities Act (ADA), those requiring special assistance, such as large typeface print, sign language or other reasonable accommodations, may request those through the administrative offices at: (520) 792-1093 at least two business days before the meeting.

The RTA operates its programs without regard to race, color and national origin in compliance with [Title VI](#) of the Civil Rights Act. We invite you to complete our voluntary self-identification survey ([English/Spanish](#)).

If you need translation assistance, please call (520) 792-1093 and ask for Zonia Kelley. Si necesita ayuda con traducción, llame por favor al (520) 792-1093 y comuníquese con Zonia Kelley.

SUBJECT: Call to the Audience (Remote Access Option)

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	August 6, 2026	Information	2

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SUBJECT: Meeting Summary Approval

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	August 6, 2026	Action	3

In compliance with the Arizona Open Meeting Law (A.R.S. 38-431.01.B.), public bodies must provide a written summary or a recording of their meetings to the public. Meeting recordings serve as the official minutes for Regional Transportation Authority (RTA) Board meetings.

For meeting packets, the RTA provides a general description (vs. verbatim) (A.R.S. 38-431.01. B.3.) of the matters considered at the previous meeting including the action items that were approved by the RTA Board.

For the August 6, 2026, meeting, RTA Board members are asked to please review the draft Meeting Summary for Thursday, June 4, 2026.

The RTA Board Members are asked to submit written suggestions to staff (jontiveros@PAGregion.com) to request amendments 24 hours prior to the August 6, 2026, meeting.

During the August 6, 2026, meeting, the RTA Board may consider corrections and may amend the draft summary prior to approval.



Regional Transportation Authority (RTA) Board of Pima County Meeting Summary

Meeting Summary of Thursday, June 4, 2026, Meeting

Full Video Recording (YouTube): [Recorded Meeting - YouTube](#)

"We encourage and uphold the importance of regional collaboration as the RTA Board addresses regional priorities and pursues regional solutions."

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RTA Board Members Present: General Ted Maxwell
Mayor Tom Murphy
Supervisor Matt Heinz
Mayor Joe Winfield
Mayor Jon Post
Chairman Julian Hernandez
Chairman Verlon Jose

RTA Board Members Absent: Mayor Regina Romero
Mayor Roxanna Valenzuela

Staff Lead: Michael J. Ortega, P.E., Executive Director

The following is an audio-to-text transcription of **the RTA Board Meeting held on Thursday, June 4, 2026**, and is being used as the written summary of the discussion. Minor changes were made to the transcription to include grammar and formatting for clarity, YouTube links/time stamps, spelling corrections, and the addition of the agenda number or items based on the posted agenda. Due to the quality of the sound, not all audio is discernable.

AGENDA

1. Call to Order (12:45 p.m.)

[Item #1 Video Link](#)

Mayor Murphy: I'll call to order the RTA meeting and ask for a roll call, please.

2. Call to the Audience (Remote Access Option)

[Item #2 Video Link](#)

Mayor Murphy: Thank you. Next, item 2 is called to the audience.

Mr. Ledford: Mr. Speaker, there are no speakers.

Mayor Murphy: Thank you. Moving to item number 3, approval of the meeting summary.

3. Meeting Summary Approvals

[Item #3 Video Link](#)

Mayor Winfield: Move.

General Maxwell: Second.

Mayor Murphy: All those in favor, signify by aye.

Board Members: Aye.

Mayor Murphy: Any opposed? Motion carries. Item number four, consent agenda items.

4. Consent Agenda Items

[Item #4 Video Link](#)

Mayor Post: Motion to approve.

Mayor Winfield: Second.

Mayor Murphy: All those in favor, signify by aye.

Board Members: Aye.

Mayor Murphy: Any opposed? Motion carries. Number 5, RTA fiscal year 2026, 2027 budget. And I'll turn it over to Mr. Ortega and I think he's going to be turning it over to somebody else.

5. RTA Fiscal Year 2026-27 Budget

[Item #5 Video Link](#)

Michael J. Ortega: Mr. Chairman, I'll turn it over if necessary. This will probably be the simplest budget that you'll ever see or ever have to do because it's one page. And the reason for that is because we still are working through all the details of RTA Next. And so, the statutes require that you all establish a budget. And so, what we've done, as we've said, is about \$125 million revenue and \$125 million expense, plus \$418 million in fund balance that we're proposing that would be expended. And you can see in the one sheet that we provided you, it provides the five elements within the plan, including RTA 1. And we will come back to you with amendments to that down the road. Very simplistically, it's just money in, money out, plus what we have on our account. And that's what's required by the statute. So, I'm asking for approval, but we can go into as much detail as you'd like. We have staff available if you have questions.

Mayor Murphy: Thank you.

Mayor Post: Mr. Chairman, I'll make a motion to approve that budget.

Mayor Murphy: We have a motion, do we have a second?

Mayor Winfield: Second.

Mayor Murphy: We have a motion and a second. Any further discussion?

General Maxwell: Just one quick question, Mr. Chair. I'd ask that the staff keep really engaged with ADOT and the folks at the state. We had our study session this morning, the final one, looked at the final draft of the five-year plan. Obviously, none of these numbers are in our five-year plan, and none of the projects that will roll out and be accomplished are in the five-year plan. And so, much like Maricopa had to do last year when theirs got reapproved, we're going to need to be in constant communication with them so that we can get things into the plan. It won't slow us down on any of the projects and or the funding. And it's important to show the funding because when you look at it, you go, people are going to look at it and go, well, we just approved this. Where's all the money? So, once we know the proposed budget, it'd be good to be making sure that they're hearing that so they can bring it back to the state board and we can bless the changes.

Michael J. Ortega: Mr. Chairman, just to give you a level of comfort, we have had many conversations already with our partners at ADOT who are having some conversations with the jurisdictional partners, some of your staff, to make sure that we are incorporating the RTA Next approvals into the state TIP or the State Improvement Program, which is not as easy as it might sound because things tend to slip or we have to have more conversation around that. But I'm happy to report that we're making some progress. You'll hear a more in-depth presentation here in a bit, and we'll go over what we're up to.

General Maxwell: Thank you.

Michael J. Ortega: You're welcome.

Mayor Murphy: Any other discussion?

Mayor Winfield: You may have said, Mr. Ortega, but when will a more detailed budget become available, the FY26-27?

Michael J. Ortega: Mr. Chairman, Mayor Winfield, as quickly as we have all of the projects for the coming year, so this is for the fiscal year, 27. And so, my thought is that by September, we're going to have a whole list of projects, and by then, we will have them put into the entirety of the 20-year program, and we'll start taking out pieces of that, which will be the first year. And so, you'll see amendments very frequently, and it could be as early as September, if not sooner.

Mayor Murphy: So, really, this is just more what I'm used to, a tentative budget, that this is our cap, we're not going to spend over it, and then as you go along, you massage it.

Michael J. Ortega: Mr. Chairman, that's exactly right. Think of it in terms of this is the tentative budget, and the final budget will come through in the not-too-distant future once more information is available.

Mayor Murphy: Any other questions? Comments? All those in favor, signify by aye.

Board Members: Aye.

Mayor Murphy: Any opposed? Motion carries. Item number six, RTA Quarterly Analysis, a combination of our Executive Director and Rick Ellis.

6. RTA Quarterly Analysis

[Item #6 Video Link](#)

Mr. Ortega: Thank you, Mr. Chairman. I'll turn it over to Rick here in a bit. This is the second time you've heard about the Quarterly Analysis. It's a little more detailed. It really gives you the overview of the approach, where we're headed, how we're really organizing ourselves for the program delivery as a whole. I won't get into a lot of detail about magnitude now. We'll save that for item number, I believe that's nine. But at this point, I'd like Rick to go over it with you at a high level. Rick?

[Introduction - Rick Ellis](#)

Financial Overview - Jamie Brown

Quarterly Analysis - Rick Ellis

Transit Element - Thomas Robertson

General Maxwell: Chairman, you go first and I had a question as well. Go ahead.

Chairman Jose: Back to the slide on the increase in fuel. You said there was a line stricken through 178%. Can you explain that again?

Thomas Robertson: I apologize. Could you please repeat the question?

Chairman Jose: Yeah, 178%. You said there's a line through there. Can you explain that?

Thomas Robertson: Yes. So we've seen a significant increase in our fuel costs given the cost of fuel increasing steadily. We have also additionally identified a discrepancy in our invoice for our fueling as well. So we're looking at that discrepancy and seeing if it's actually that much of an increase. So even though there is an increase, that 178% may be lower than what we're currently seeing.

Mayor Murphy: And did you have a question, Chair? Because the line through it, do you have a question about that as well? What was the line?

Thomas Robertson: The purpose of that was that that was included in the original board packet that we sent out. So we didn't want to simply remove it and act as if, oh, we didn't put it there. Just to explain it and be transparent.

Chairman Jose: The number could change after they figure it out. Okay. Thank you.

Mayor Murphy: Thank you. And I know we had a presentation on microtransit a while back as a potential pilot and probably until at least RTA Next passed, probably wasn't a lot of energy put into it. Is that still a possibility as costs and things go up or adding it as a better service, at least some of the things I've been reading about across the country? But if you just touch on microtransit.

Michael J. Ortega: Sure. So, Mr. Chairman, one of the things that we're looking at, and this is a great slide to be talking about, because the increase of efficiencies and effectiveness of our contractor has increased our cost. And so even though it's great that we're seeing this huge use increase, there's a commensurate cost increase. And so we're trying to get our arms around exactly what that means going forward. Then we can have a conversation around the rest of it. And so that's all inclusive. So that's really where we are at this point.

Mayor Murphy: Thank you. Please continue, Rick. Oh, I'm sorry, Board Member Maxwell.

General Maxwell: Yeah, if I could just want to talk a couple of these, because I got a couple of questions. From one, it's so great to hear us talk about the 2026 plan and we're already moving it forward. And that's what I think the community expects. And so that's good. On the Sonoran Corridor, I think we all understand that the challenge is where it takes its turn back to the West. What I'd ask is if you could keep us informed, because it obviously is a directly impact and it is playing part of the impact on the Tier 2 EIS that ADOT's putting it through. So as things develop, what we want to make sure we don't do is we don't bring that to a grinding halt. We want to continue to move it forward, because that's what's going to allow some of the funding we've got in there for the Sonoran corridor to start going forward. If that Tier 2 stalls because of one of three segments of independent utility, then we may be making a mistake. We've got to figure out how we can handle that.

Mr. Ortega: Mr. Chairman, Board Member Maxwell, so just to give you a level of comfort there, we have had many conversations with ADOT and even the director has reinforced that they're supportive of what the regional solution is. And so, we have been working with our partners and there's a variety of challenges today, quite frankly, because the Tier 1 took so long. And so we're having to look at the alignment again and making sure that everyone's at the table, you know, Sahuarita and the Tohono O'odham as well as the Pascua Yaqui tribe. Those are key partners, but also on the north end, the City of Tucson and Pima County. So we are making sure that everybody understands that we have some challenges, but we don't want to see that stop at this point.

Maxwell: Good. Thank you on that one. On pavement rehab, I'd say that seems to be the number one question I get from the community. Okay, what those arterial rehabilitation dollars, where are they going? And the City of Tucson's done a good job of outlining that. I'm wondering if there's a way that PAG and RTA could coordinate with the City of Tucson so that same map that shows what roads are going to be on their list of projects, they can find them here if they go to the RTA looking for it as well.

Mr. Ortega: Mr. Chairman, happy to do that. That list has been approved now, I believe, by the process, the City of Tucson's process. We do have a copy of that. We'll certainly link it somehow to our website. I think there's value there.

Maxwell: Thank you. And then just three quick things on the transit side of it. Please tell me that the "brought to you by the RTA" will continue to be on those transit vehicles to the maximum extent possible if they're using RTA dollars.

Mr. Ortega: Mr. Chairman, the only change you'll see is it's going to be a lot bigger.

Maxwell: Good. Just want the citizens to know what they're paying for. The BRT planning, that's obviously your favorite project. And there's some things as you go through it and we take a look at it and the City gets started on that, we've got to consider. I know there was concerns about ADOT prior, there has not been a study done that's going to show where the, if there's going to be an impact on road, on car travel, down Stone, where is it going to go and what impacts it going to have on the state route over at Oracle. But then we've also got to think about versus being shut down too. So it's just something I want to keep in mind as we're going down to take a look at that BRT planning. We've got somebody here that can probably even be resourceful in explaining why that's going to be important because you've got to have the planning and the things that show what impact it's going to have on state route because otherwise you're just putting the dollars off on the state and on ADOT. That's what I'm here to represent ADOT and we've got our own financial challenges as well.

And then the last thing I want to give the City of Tucson kudos, they're already having the conversation about what they're looking at doing to improve the safety and security, which was one of those, some people call the last minute adds, but it's where we put some more money into transit and the board elected to target it towards the security and safety on the transit capacity. And the city's already talking about how to use those

dollars and I think that should bring back some more confidence to the voters that the money they voted for is going to get used to how we said it was going to be. So good briefing.

Mayor Murphy: Thank you. And I just had additional question as well. When you were touching on the rehabilitation, that was two jurisdictions, just as it's ongoing, kind of educate us when the other municipalities kind of like Board Member Winfield did for PAG, when that money is going to sunset will be available for the rest of us. Because it was never all that clear to me when it opened up for others for the rehabilitation.

Mr. Ortega: Mr. Chairman, are you referring to the regional monies?

Mayor Murphy: Yes, of course.

Michael J. Ortega: That would probably be hopefully in early 2031. But we're happy to do that.

Mayor Murphy: But just to kind of keep it on the radar, you know, keep the transparency and the communication. Thank you. Any other comments? Hearing none, please continue.

[Project Performance Strategy - Rick Ellis](#)

Mayor Murphy: Rick, can you go back to that one really quickly? So when I'm looking at that graph, you know, number 14, First Avenue, you know, it's green all the way across. If you look at the first one, it's four blacks and then three greens. Does that mean like for Tangerine, the first, second, third, and fourth block has already been completed or is not necessary or a combination of both?

Rick Ellis: Actually, it's the former on this. So, Mr. Chair, members of the Board, what we use this for is a representation as a graphic symbol of how this will look. And so the grayed out represent past activities that have been completed, milestones that have been achieved and are no longer really relevant to the conversation about delivery going forward.

Mayor Murphy: Okay, great. I just want to clarify that.

Rick Ellis: So, yeah, the green would indicate we expect to have dates and dollar values in there associated with the level of detail that we're tracking so that we have very specific and precise information on that. We highlighted this here for graphic representation to make sure using the green, yellow, red for indicator.

Mayor Murphy: Right. So as like the first one, as those other three green ones get completed, they'll go gray and then you just keep moving forward.

Rick Ellis: Exactly.

Mayor Murphy: Thank you.

Rick Ellis: Yes. As a reminder, we reserve this slide as an opportunity to present any recommendations that need to be made to the board. At this time, staff has no recommendations we want to share. However, as you previously heard, we will be closely monitoring the Sonoran Corridor plus the transit cost items and sharing that information back with you at future meetings. Also, as a reminder, this is an outstanding opportunity for members of the CART and the TMC to make any recommendations directly to the board. We expect that'll be more prevalent as we move forward and have different projects with different discussion items to share. We anticipate having a full performance report available at the fall Quarterly Analysis, which may include recommendations at that time.

As we continue to provide the analysis and reporting each quarter, we'll continue to use this format, focusing on financial aspects, sharing information on any of the project activities and efforts, and then providing the detailed analysis on our ongoing plan performance and especially delivery activities. As this transitions, you'll start hearing less and less from us and more from our member jurisdictions who are going to be the partners on this. You heard that in March, where we brought those in, our partners to present on that. We expect that's going to be continuing and in some cases increasing in its overall participation as they have more information to share. This concludes our presentation. I'd like to hand it back to you, Mr. Ortega, for any closing thoughts before answering any further questions. Thank you.

Michael J. Ortega: All I would suggest, Mr. Chairman and members of the Board, this

is the last time you'll hear kind of the overview of what we're going to do. The next time you're actually going to get into project-specific challenges, issues, and updates. I don't expect this to be just an update where we're talking or having presentations on the green only. We're actually going to focus heavily on the yellow and red so that you understand what has already transpired and recommendations from both the CART and TMC and potentially from staff. So that way you have an understanding of what's happening and what's going on and kind of what we'll call it on a global scale.

Mayor Murphy: And you heard some comments from a couple of us. Is that all you need? Because obviously it's not a motion. It's just this is where our concerns or input would be included as you move forward. Correct?

Michael J. Ortega: That's correct, Mr. Chairman. I think we're good. More than anything, I wanted you to be in the know in terms of what we're going to be presenting to you with regard to the projects, the chemistry of that, and why we're organizing ourselves around this to be able to demonstrate the delivery of the program.

Mayor Murphy: Great. Any more comments from the board? Okay. Moving on to item number seven, Citizens Accountability for Regional Transportation Committee, CART. And that'll be given by Mr. Ortega and Ms. Lawson.

**7. Citizens Accountability for Regional Transportation Committee (CART)
Membership Update**

[Item #7 Video Link](#)

Michael J. Ortega: Thank you, Mr. Chairman. I do have a memorandum that was sent to me by Charlene Mendoza, who is Mayor Regina Romero's Chief of Staff, asking that this be incorporated into the minutes. I've given you all a copy. I've also provided a copy to our note takers so that will be included, basically outlining her interest and support for the CART and the role that they play in this. So with that, Mr. Chairman, I did provide you with a memorandum with what I'll call my recommendations for your consideration. I did receive not only the jurisdiction representatives that you all put forth, but I also received at-large recommendations as well.

[Mayor Romero Memorandum Link](#)

I've taken those. I've summarized that. What I, in essence, did is rank order them based on the number of suggestions or recommendations from you. That was number one. Number two, then I looked at and cross-referenced their professional affiliations. Then I cross-referenced against residency in the City of Tucson, which is the four at-large. And then the last was the rank order within the staff, just what we had looked at when we first started looking at the applications. I do have one change. The Tohono O'odham Nation representative will be Melissa Andrade. That's my understanding. And so that is a program or project coordinator administrator with their planning and economic development department. So that will be the representative from the Tohono O'odham Nation, Mr. Chairman, if that's correct.

Mr. Chairman: Yes, Chair.

Chairman Jose: That's correct. We did make a recommendation of another individual. However, after further discussion, we're switching that out. So Melissa Andrade, project administrator for the planning and economic development, Tohono O'odham Nation, is our nomination.

Mr. Ortega: Thank you, Mr. Chairman.

Mayor Murphy: That's the one that you have.

Michael J. Ortega: That's correct. The original, so I just scratched it out. But just know that Melissa Andrade is the new representative. And we'll correct that and we'll get that out in future correspondence. So with that, Mr. Chairman, we are looking for you all to give us direction on the appointment and the establishment of the CART committee members. Their first meeting will probably be in September. I will tell you that their first meeting will be pretty lively because it will be a training on open meeting law and also on conflicts of interest to make sure everyone is clear, as they join these committees, that they're important, that there are certain rules they must follow. And, oh, by the way, all of the other project-related analyses and reviews. So that's all, Mr. Chairman.

Mayor Murphy: And I know that was sent out a little late. Do you want, Mr. Ortega, to touch on everybody's particular appointees? Other than the Tohono O'odham Nation, nothing else has changed. Okay. If not, I'll entertain a motion at this time.

Mayor Post: Make a motion to accept the CART members.

Chairman Jose: Second.

Mayor Murphy: I have a motion and a second. Any further? And as changed by the Nation.

Mayor Post: Correct.

Mayor Murphy: Any other discussion? All those in favor, signify by aye.

Board Members: Aye.

Mayor Murphy: Any opposed? Motion carries. Item number eight, Technical Management Committee, TMC membership update.

8. Technical Management Committee (TMC) Membership Update

[Item #8 Video Link](#)

Michael J. Ortega: Mr. Chairman, in the materials, I also recommended two appointments from the RTA board. Keep in mind that in the previous administrative code, that decision was that of the Executive Director. We've changed that where now I make a recommendation, but it is brought to you for approval. And my recommendation at this point is Melanie Rice, who is with Southwest Gas. As you know, utilities are certainly important partners. And also Alejandro Angel, who is a project manager for a consulting firm here in the region. Those are my recommendations.

Mayor Murphy: Anybody have a question for the staff? If not, I'll entertain a motion.

Mayor Winfield: Motion.

General Maxwell: Second.

Mayor Murphy: I have a motion and a second. Any further discussion? All those in favor, signify by aye.

Board Members: Aye.

Mayor Murphy: Any opposed? Motion carries. Thank you. Item number nine, RTA program implementation. Mr. Ortega.

9. RTA Program Implementation

[Item #9 Video Link](#)

Michael J. Ortega: Thank you, Mr. Chairman. So this is really where I wanted to talk through some of the nuts and bolts of what we're actually up to. I'm going to start off with turning it over to Melanie Lawson to talk about the streamlined IGA process. Just to refresh your memory on how many times you would look at IGAs for a single project, which not only you as jurisdictional partners, but also the RTA board would have to address them. We've come up with some strategies for reducing that, but keeping the effectiveness in place where the governance models are still intact. So with that, I'll turn it over to Melanie.

[Streamlined IGAs - Melanie Lawson](#)

Mayor Murphy: Okay. Any questions? I guess one of my questions for Mr. Ortega is, how much do you think trying to work on the streamlined process, or do you think we're shaving off potentially?

Michael J. Ortega: So when you look at a project today, Mr. Chairman, and you have multiple iterations of IGAs that have to go both to the jurisdiction and to the RTA board, I would say we're probably cutting it down to somewhere around a quarter of the amount of time it used to take us. I think it's that significant. Now, the key here will be, and Melanie mentioned, if the jurisdiction designates a signatory that can just sign on for the project charter, if it's consistent with the ballot language and the scope, then you don't have to see it again. You may want to see it for whatever reason as jurisdictions, but it won't have to wait for our scheduling and on the RTA board, et cetera, because you will have already given authority to the Executive Director to sign on your behalf because it's consistent with the voter-approved language. And I think that's huge. So I'm going to say we're going to be about a quarter of the time that it took before. That's

my opinion.

Mayor Murphy: And I know I noticed putting it back into the database, right, the quarterly analysis that we're going to be able to track it. If there's any issues, we're going to catch them much sooner than we otherwise would have. So for direction, you just want sort of head nodding at this point?

Mr. Ortega: This one, I would like a little more than that. I'm okay as long as there's no disagreement. But here's the way this is going to work. You're not going to see the generic IGA again. You're going to see it only when it comes for Sahuarita or Marana, et cetera. So we're moving now. If you give us generally the nod, we're done, and we're going to start moving hard on what we'll call the master IGA, and then we're starting to look at those project charters. And those project charters are going to carry a fair amount of weight because that's what you're going to see on a quarterly basis up here. And that's why we have to be very careful and very measured in how we approach that because we don't want to just put a bunch of stuff up there that then the first meeting you see a bunch of yellow and a bunch of red. That's not the spirit and intent here. So as long as you're okay generally and no one's disagreeing with that, I'm good with just moving forward. We're ready to roll.

Mayor Murphy: Anybody want to take longer and make it more difficult than presented? Okay. I think we're in agreement.

Michael J. Ortega: Thank you, Mr. Chairman. So let me move on to a couple of other things. So I sent you a memo a bit ago, and I wanted to emphasize the delivery, the magnitude that's before us. And I want to just take a couple of minutes and emphasize to you that we are really embarking on some uncharted territory here. And it will not only take a culture shift within the RTA and within the PAG staff. I mean, you can see the difference in terms of the approach that we've already embarked on. But there will also be a very important component, which is the jurisdictions' culture as well, because I think that the jurisdictions' cultures with regard to the RTA and the delivery has been different. And if we're truly going to deliver \$220 million, and if you recall in my note, I said it was about \$602,000 a day. And it was rightly pointed out that we don't work 365 days. So if you just look at work days, that's the magnitude of \$846,000 a day for 20 years sustained. So the magnitude of that will require everyone to fire on all cylinders. But it's not just the RTA and the jurisdictions. It's also the consultant community. It's

also the contractors. And it's also the general public.

I was just having a conversation with Chairman Hernandez about the closure on Grant Road. That's an example of where the closure means we're going to have that finished, buttoned up this summer, later in the summer, in time for their opening. But the driving force was not just the opening of the casino, but also to demonstrate that when we do these things differently, we can blow these things out and get them open, as opposed to having one lane open and delays for months or even twice or three times as long as we would otherwise.

And I think what I'm trying to convey to you is, I'm not trying to cry wolf here. I'm suggesting very strongly that it will take everyone firing on all cylinders to make sure that we can move this forward. You've seen we're already hitting the ground running with some of the pre-authorizations. You've seen the pavement rehabilitation. Our kickoff, our formal kickoff, if you will, will be that pavement rehabilitation, which is up on the east side. It's the City of Tucson pavement rehab project. It's a very big one. We got a lot of very negative feedback about that roadway when we were out talking about RTA Next. But that's an opportunity to demonstrate, as you mentioned, General Maxwell, that we are moving now. We're moving and we're getting things done. But I can't overemphasize the magnitude of spending that kind of money on a regular basis. For 20 years. For 20 years, every single day.

What I also like to do, though, is give you a thumbnail sketch of cash flow. Because I think that understanding what this means in terms of the cash flow and what it could look like is important. So I'm going to turn it over to James for a minute. James Tao and Adam. I'm not sure who's going to talk about the RACK or the cash flow. But I'd like them to go over some of the thoughts that we are dealing with now to really look into the future, what that cash looks like going forward as we gear up to spend these kinds of dollars. James.

[RTA Cash Flow - James Towe](#)

Michael J. Ortega: Mr. Chairman, if I might just add. So normally red is a pretty negative thing, right? But in this case, what it shows and demonstrates is we're delivering the program ahead of schedule. Because if you heard the language that James used, it's delivery within the first five years. So remember that the ballot requires

us to start projects within the period that they're outlined. But the goal that I have and I've really pushed hard on is let's complete in those periods. And so that red means that we're on target for that. And so then it's a policy decision by the board at that time to say, okay, what does the interest rate look like? What does the future look like in terms of the economy and our ability to repay those? We could even go as far as to say we're going to pause at least for a year and go to 31 as opposed to 30.

Those are options that you'll have available to you in 2030 or 2031. But we have to be firing on all cylinders to make that happen. And I wanted to show this because some folks might get nervous about this. I think this is a great thing, a great opportunity for us. And during that analysis, we can determine, or you can determine, whether or not that \$110 million in additional cost is worth it at that time. It may not be worth it, and we may say we don't want to do that. We want to stay on track and use a more pay-as-you-go type approach.

Mayor Murphy: Right. But I think also, if you could add in, when we get to that time to have those decisions, you think about if we wait, what the inflation cost will be as opposed to the bonding capability, right? Because we all know how much inflation we just saw, the gas was spoken about earlier. So at least if we can include that as a balance, because we're going to pay one way or the other, probably. Has anything gone down? I don't think so.

Michael J. Ortega: So, Mr. Chairman, if it's okay, I'd like to turn it over to Adam, who's going to work on RAAC. Is somebody going to present RAAC, Adam? So Adam, this is back to what General Maxwell mentioned in terms of the ADOT, the infusion of the RTA Next into the regional monies. And there's an opportunity for you to see what that looks like. Again, now from a regional perspective, that's not just the RTA. It's also including the regional money that we get, the RAAC money that we get from ADOT. Adam?

[RAAC funds - Adam Ledford](#)

Mayor Murphy: Any questions? My colleagues?

Michael J. Ortega: Mr. Chairman, let me just add. I think as you look at this, it's really important to know this is a draft because this has already changed a little bit from what you're seeing here. I didn't want to change it because it was in the materials. But keep

in mind that, as General Maxwell mentioned, that five-year plan had already been established before RTA Next. So the infusion of the RTA Next program into that RAAC funding makes for some tough conversations because the dollars are finite. But then you have the increases in cost, as Adam mentioned, for Alvernon-Valencia on I-10, as well as the decreases in future funding.

What I would like to suggest to you, though, is keep in mind that the motivation that we have is, as Adam mentioned, to start construction at no later than that second-to-last year in the period because we're not going to finish otherwise. And again, so how do you do that? And when you have tremendously complex projects that are along the main line, particularly when you look at Cortro and the railroad and the business impacts, we've got to start looking at that soon. And so it might look like it's going to happen tomorrow. It's just we've got to start now so that we get it within the period that we've actually outlined. So I wanted to point that out because folks have asked me about that quite a bit. Thank you.

Mayor Murphy: Thanks. Yes.

General Maxwell: Thank you, Mr. Chair. I think this is a great document just to have out there. The South Central District down here is going to be part of all these conversations, all the RAAC. They see the big picture. And I think you remember during the negotiations for what we were going to put in the plan, you heard from the South Central District and Jeremy specifically what his vision for it was, much greater depth and conversation about what will flow together smoothly and what will create an efficient, effective way to get things done both cheaper and quicker.

But it is very important to know all this. I mean, we've seen in a 20-year plan, it's hard to say this isn't gold. But this is a great starting point, just the coordination between the ADOT folks and the RTA team and the municipalities, that's the key to getting things done on time. So I appreciate the bringing this forward.

Mayor Murphy: Yeah, no, it won't happen without that, obviously. Thanks. Any other comments? No.

Adam Ledford: Mr. Chair?

Mayor Murphy: Oh, yes.

Adam Ledford: Just wanted to also mention to everyone, the board members, your folks received a really fantastic presentation on Tuesday from Jeremy at the TPC. And so for any additional technical details, or if anybody has any of those finer points that they're curious about behind the logic, we've got that up on YouTube. And it's a pretty good watch. You did a great job, Jeremy.

Mayor Murphy: Recruiting movie stars along with everything else. That's good, whatever it takes. Moving to future agenda items, which I hope we don't have many of after we heard all this presentation.

10. Request for Future Agenda Items

[Item #10 Video Link](#)

Mayor Murphy: How much do we have to do? Do we have any? Good. Next is executive session.

11. Executive Session

[Item #11 Video Link](#)

Mayor Murphy: I go first and then back to PAG. Okay. So I'll enter a motion for the RTA board to go into executive session.

Mayor Winfield: Second.

Mayor Murphy: Any discussion? All those in favor, signify by aye.

Board Members: Aye.

Mayor Murphy: Any opposed? Motion carried. I won't adjourn until we come back out.

12. Adjournment

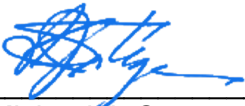
[Item #12 Video Link](#)

Mayor Murphy: RTA Board is adjourned.

The RTA Board and Regional Council meetings adjourned at 2:24 p.m.

CERTIFICATION

I hereby certify that the foregoing is the true and correct meeting summary of the Regional Transportation Authority (RTA) Board meeting held on June 4, 2026. This summary is not intended to be verbatim. It serves as the summary of action items taken at the meeting upon approval by the RTA Board. An audio recording is available upon request and serves as the official minutes. I further certify that a quorum was present.



Michael J. Ortega, P.E.
Executive Director

In compliance with the Arizona Open Meeting Law, the RTA legal actions and meeting summary are posted online, and an audio recording is available upon request. In addition, a meeting video is also available at: [Recorded Meeting - YouTube](#)

SUBJECT: Advanced Delivery Team Consultant Contract

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	August 6, 2026	Consent Action	4a

REQUESTED ACTION/SUGGESTED MOTION

The Regional Transportation Authority (RTA) Board will be asked to approve the following:

1. Contract award of the Advance Delivery Team to HDR Engineering, Inc. and authorize the Executive Director to negotiate and execute the contract and subsequent task orders.
2. Authorize the Executive Director to enter into contracts with one or both of the other two teams as/if needed.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 46, RTA Support.

SUMMARY

In June 2026, the RTA released a Request for Qualifications (RFQ) to identify a qualified consultant to provide a variety of engineering technical services associated with identifying, analyzing and resolving key project issues, challenges, concerns, and/or opportunities in order to facilitate future streamlined project delivery of the RTA plan as approved by voters in March 2026. RTA received three proposals in response to the RFQ; HDR Engineering, Inc., Kimley-Horn, and Psomas, Inc. A selection committee consisting of RTA staff was convened to review and score the submittals. Upon consideration of the proposals, the selection committee unanimously agreed to recommend award of the work to HDR Engineering, Inc. While all three firms provided strong technical proposals demonstrating detailed experience and solid understanding of the anticipated work activities, the proposal submitted by HDR demonstrated that they had the best overall approach, combined with the best overall team.

The work will be supervised by RTA staff and is to be performed on an on-call, as-needed basis, and will involve close coordination and collaboration with partner jurisdictions as well as other key stakeholders. Key activities to be performed include the following:

1. Working closely with member jurisdictions, and other project partners and stakeholders, e.g., utility providers, resource agencies, railroad, property owners,

key businesses, etc., the Team shall develop project documents for key corridor projects in the Roadway Element, that will be used as the basis to focus future delivery efforts. Items that will be the primary focus include:

- a. Utility information such as existing location, planned upgrades, prior rights and other relevant information that will maintain or expedite project delivery.
 - b. Environmental/cultural, e.g. potential environmental and/or archeological areas of concern.
 - c. Sensitive Elements, e.g. any specific aspects that are sensitive, or of high interest, or concern to the neighbors, businesses, or the community.
 - d. Right of Way: Identify advanced right of way acquisition opportunities (if beneficial), or key recommended strategies to maintain or expedite project delivery.
 - e. Railroad: Identify specific railroad requirements, including processes, timelines, opportunities for advanced approvals, and potential areas of risk (where applicable) and recommend strategies to maintain or expedite project delivery.
 - f. Other: Any other impediments, issues, constraints, or opportunities that will maintain or expedite project delivery.
2. On an ongoing basis, team will research, investigate, assess and make recommendations regarding key project delivery aspects such as resource availability, cost trends, improved delivery methods, etc.
 3. If needed and/or requested, the Team may be asked to assist with project delivery activities by assisting with key tasks, e.g. specialized analysis, coordination with key stakeholders, issue escalation/resolution, technical reviews, etc.

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

Funding for all eligible work activities will be through the Program Administration Element, or the individual project elements as appropriate.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None.

ATTACHED ADDITIONAL BACKUP INFORMATION

None.

Staff Contact/Phone	Michael J. Ortega, P.E., (520) 792-1093 Greg Byres, P.E., (520) 792-1093 Rick Ellis, (520) 792-1093
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SUBJECT: Pima Council on Aging Agreement

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	August 6, 2026	Consent Action	4b

REQUESTED ACTION/SUGGESTED MOTION

The RTA Board will be asked to approve the proposed 10-year agreement between the RTA and PCOA for volunteer driver services.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 40, Regional Transportation Planning

SUMMARY

This Volunteer Transit Service (VTS) service is intended to help local governments meet the growing transportation needs of its seniors and others who currently do not have viable alternatives.

PCOA is the administrative organization that supports the Neighbors Care Alliance. The Alliance is the association of Volunteer Caregiver Programs that provide, among other services, transportation for seniors and others to doctor's appointments, shopping and other activities.

Pima Council on Aging will use the structure of the Neighbors Care Alliance (NCA) to coordinate and manage the Volunteer Transit Service (VTS). All transports pertinent to the Volunteer Transit Service (VTS) must originate and have client destinations that are in Pima County to be eligible for reimbursement under the VTS. VTS funds may not be used for services outside of Pima County.

The mileage reimbursement amount per year is not to exceed \$320,000 with an inflation factor determined by the RTA subject to available revenues.

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

PAG submits funding recommendations to the RTA Board for approval of \$320,000 per year with an inflation factor determined by the RTA subject to available revenues.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None.

ATTACHED ADDITIONAL BACKUP INFORMATION

The memorandum and agreement for the Volunteer Transit Service (VTS) Program.

Staff Contact/Phone	Michael Ortega, 792-1093, ext. 4420 Mary Carter, 792-1093. ext. 4424 Genine Sullivan, 792-1093. ext. 4428
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**MEMORANDUM OF UNDERSTANDING FOR
FUNDING TO IMPLEMENT THE
VOLUNTEER TRANSIT SERVICE (VTS) PROGRAM**

This Memorandum (hereinafter "the Agreement") is entered into by and between the Regional Transportation Authority of Pima County ("RTA" or "the Authority"), a special taxing district formed pursuant to Title 48 Chapter 30 of the Arizona Revised Statutes (A.R.S.), and the Pima Council on Aging ("PCOA" or the "Lead Agency"), an Arizona non-profit corporation, and the state designated, federally approved Area Agency on Aging for Pima County.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan ("the Plan") approved by the voters at the special election held in Pima County, Arizona, on May 10, 2026.
- B. The governing board of the Authority is composed of representatives of each member of the regional council of governments in accordance with A.R.S. § 48-5303.
- C. Pursuant to A.R.S. § 48-5304 (12), the governing board of the Authority has sole authority to implement the elements of the Plan.
- D. Pursuant to A.R.S. § 48-5304 (13), the governing board of the Authority shall coordinate the implementation of the Plan with the PCOA.
- E. A Regional Transportation Fund was established by the Arizona Legislature per A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan.
- F. The Authority is authorized by A.R.S. §§ 48-5304 (16) and 48-5308 to administer and distribute the regional transportation funds to the PCOA.
- G. For the purposes of this memorandum, the PCOA is hereby considered the Lead Agency. The Lead Agency and the Authority wish to cooperate in the funding and administration of the Volunteer Transit Service (VTS) program for seniors ("the Project").
- H. The Project is one of the transportation projects included in the Plan and is eligible for funding as part of a categorical program included in the plan. (See Item 48. Expanded Weekday/Evening/Weekend Bus Service Hours and Expanded Paratransit Service)
- I. The Authority intends to fund the Project under the terms and conditions contained in this Agreement and has entered into this Agreement for that purpose.

- J. It is the policy of the Authority to require that a lead agency be identified and an agreement be approved and entered into by the Authority and the lead agency before requests for funding reimbursement or payment can be processed by the Authority.
- K. PCOA will be responsible for all aspects of project implementation including, but not limited to, planning, project management, risk management, and administration of the contracts for the Project.
- L. PCOA is fully responsible for all accidents, claims, and legal disputes related to the Project. This includes liabilities from vehicular accidents and work-related personal injuries from all individual volunteers, all agencies involved with the program, and all clients.
- M. The RTA's Administrative Code will control all payments and other procedures unless otherwise specified herein.
- N. The Authority and the Lead Agency may contract for services and enter into agreements with one another for joint and cooperative action pursuant to the authority of their Boards of Directors and A.R.S. § 48-5304 (18).

NOW, THEREFORE, the PCOA and Authority, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the planning, operation, and administration of the Project and to address the legal and administrative matters among the parties.
- 2. Project.** The Project consists of funding for the implementation of a Volunteer Transit Service (VTS) program for seniors, as more fully depicted in the attached Exhibit A, including the following:
 - a) Detailed project scope and schedule.
 - b) Project budget and cost breakdown of items eligible for reimbursement by the Authority including any proposed billing of staff time directly attributable to Project.
 - c) Total amount of RTA funding allowed for the Project plus a breakdown of any other regional, local, federal or state funding available.
 - d) Designation of Project phases, if applicable, and any additional related agreements.
 - e) Estimated service start date and duration of service.
 - f) Projected cost reimbursement timeline.
 - g) Identification of PCOA's duly authorized representative for signing and submitting payment requests.
 - h) Policies and procedures for program development and operations.

3. Policies and Procedures. Volunteer programs that are beneficiaries of RTA funds will adhere to the *Volunteer Transit Service Neighborhood Alliance Policies and Procedures* as stated in Exhibit B.

4. Effective Date; Term. This Agreement shall become effective upon approval by the RTA and the Board of PCOA and execution by both parties and shall continue in effect until the Project is complete, all reimbursement payments to the Lead Agency are concluded, and all warranties applicable to the Project have expired.

5. Responsibilities of PCOA.

- a) PCOA shall be responsible for the planning, operation, and administration of the Project in accordance with this Agreement and all applicable standards.
- b) If consultants or contractors are employed to perform any portion of the Project, PCOA shall be responsible for the contracts for implementation of the Project and shall select the consultants and contractors to be used on the Project. PCOA shall immediately provide to the Authority copies of any and all contract documents and related materials upon request by the Authority.
- c) PCOA shall retain the usual rights of the owner of a public contract including the authority to approve changes and make payments.
- d) PCOA shall be responsible for all Project costs in excess of the total maximum amount of RTA funds contributed to the Project.
- e) PCOA will be responsible for assuming all risks associated with the Project and will not hold the RTA liable for any accidents, claims, or legal disputes related to the Project or one of its volunteers, clients, or agency employees; and PCOA shall indemnify and defend the Authority for any and all claims, demands and damages regardless of how styled or asserted.
- f) PCOA shall be responsible for preparing and submitting to the Authority, within the first week of each month or as otherwise specified herein, invoices for payment signed by a duly authorized representative of PCOA and which include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA's Administrative Code. PCOA must retain and certify all vendor receipts, invoices and any related Project records as needed and ensure that they are available for review for a minimum of five (5) years after final payment is made unless otherwise specified herein.
- g) PCOA shall be responsible for submitting a status report describing its progress and adherence to the Project scope, schedule and budget with each request for payment.
- h) PCOA shall maintain its corporate status in good standing with the Arizona Corporation Commission, and its non-profit status with the federal government.

6. Responsibilities of Authority.

- a) Upon receipt of authorized payment requests, the Authority shall convey to PCOA RTA funds in the amount specified in Exhibit A on a reimbursement basis unless otherwise specified herein. All payments and reimbursements shall follow the policies outlined in the RTA's Administrative Code.
- b) Reimbursements will generally be based on the Project schedules established by PCOA and contained in Exhibit A.
- c) The RTA staff will review all payment requests to confirm eligibility for reimbursement of costs incurred by PCOA for the Project. If the Authority determines that additional information is needed, PCOA will be notified of the request for additional information within seven business days of receipt of the invoice by RTA.
- d) Upon approval of the request by RTA, the payment invoice will be processed for payment within ten working days of the invoice submittal.
- e) RTA shall provide all necessary cooperation and assistance to its fiscal agent to process all payment requests from PCOA.

7. Termination. Either party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, 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 days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.

8. 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.

9. 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 to this Agreement are incorporated herein by this reference.
- b) The parties may by mutual written agreement, review and renegotiate the terms of this agreement at any time. Any modifications or amendments shall be effective only when agreed in writing and signed by authorized representatives of both parties and approved by the RTA board. The parties agree to discuss the possible extension of this Agreement for another ten (10) year term during the last 24 months of this Agreement.
- c) Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the laws of the State of Arizona and 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) This Agreement is subject to the provisions of A.R.S. § 38-511.

- 10. 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 Lead Agency and any Authority employees, or between Authority and any Lead Agency employees. Neither party shall be liable for any debts, accounts, obligations or 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.
- 11. 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.
- 12. 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. The provisions of A.R.S. ' 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
 - 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.
- 13. 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.
- 14. 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 affected, including but

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

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

The Authority:

Executive Director
Pima Association of Governments / Regional Transportation Authority
1 E Broadway, Suite 401
Tucson, AZ 85701

Pima Council on Aging:

President and Chief Executive Officer
600 S Country Club Rd.
Tucson, AZ 85716

- 16. Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement. Venue for any dispute resolution proceeding shall be in Pima County, Arizona.
- 17. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

By their signatures below, the representatives of each party attest that they have been duly authorized to sign this Agreement.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Board Chair

Date

ATTEST:

The foregoing Agreement between Pima Council on Aging and the Authority has been approved as to content and is hereby recommended by the undersigned.

Michael J. Ortega, P.E., Executive Director

Date

Pima Council on Aging:

President and Chief Executive Officer

Date

Exhibit A

1. RTA Ballot Project Number: 48 Expanded Weekday/Evening/Weekend Bus Service Hours and Expanded Paratransit Service
2. TIP Project Number: TBD
3. Project Name: Volunteer Transit Service (VTS) for Seniors
4. Project Type: Special Needs Transit
5. Type of Work: Funding for transit service operations and management
6. Project Manager for Status Reports and Submitting Payment Requests: Mr. Robert Ojeda, PCOA President and Chief Executive Officer
7. Authorized representative for signing and submitting payment requests: Contract Director
8. Project Boundaries: Each Neighbors Care Program independently establishes and maintains its own service area boundaries and participant eligibility criteria. The service area boundaries may be modified at any time at the Neighbor Care Program's discretion.
9. Project Scope: This project is a unique partnership between the Regional Transportation Authority (RTA) and the Pima Council on Aging (PCOA) and is designed to provide support to volunteers through PCOA and volunteer programs who provide transportation services to seniors and others as defined by PCOA and the Neighbors Care (NC) program. The Neighbors Care program was established in 2003 by PCOA in partnership with volunteer caregiver organizations who shared the same goal of helping seniors and others remain in their homes living safely as long as possible. Funding under the RTA Plan is to provide mileage reimbursement and the necessary insurance coverage by PCOA through Neighbors Care programs for volunteer drivers in order to attract more volunteer drivers, help sustain existing drivers and provide more rides for seniors and others who are transportation dependent (i.e., have no independent transportation). This service will help local governments meet the growing transportation needs of its seniors who currently do not have viable alternatives.
10. Total maximum amount of Authority funding for a period of 10 years allowed for the Project or Project component under this Agreement: \$3,200,000 (in 2026 dollars), subject to available revenue.
 - a. Detailed Project budget and cost breakdown identifying total cost of eligible items sought for reimbursement from the Authority, including any proposed billing of staff time directly attributable to the Project. PCOA shall provide a statement of functional expenses to ensure PCOA does not retain more than 10% of the costs of the program for administrative purposes and to support the reimbursement of all eligible mileage. In addition, the statement of functional expenses and/or other backup documentation

shall ensure the monthly reimbursement cap does not exceed \$800 per volunteer and the required metrics outlined in this agreement.

11. Estimated service start date and duration of service: Service to start in July 2026 and end in June 2036.

12. Projected cost reimbursement timeline (to be used by Authority for cash flow planning).

a. RTA will provide funding to PCOA as follows:

- Beginning on July 1, 2026 and once a month thereafter, PCOA will submit a request for reimbursement.
- Reimbursement will be made from the RTA to PCOA based upon approved invoices set forth in the Agreement.
- Each subsequent year the amount is not to exceed \$320,000 with an inflation factor determined by the RTA subject to available revenue.

b. Transports must originate and client destinations must be in Pima County in order to be eligible for reimbursement under the VTS. VTS funds may not be used for services outside of Pima County.

c. PCOA will reimburse volunteers through their Neighbors Care program at the federally approved business mileage reimbursement rate in effect at the time of transport. For the purposes of this MOU, the term transportation refers to both transporting a person or doing shopping or errands for a transportation dependent client for the same types of services.

- Requirements and process for becoming a member of the Neighbors Care Alliance
- Model contract between PCOA and Neighbors Care programs
- Reimbursement and reporting requirements and procedures.
- Rights to conduct reviews and audits.
- Identification of eligible services and sites for which reimbursement is permissible.
- Conditional provisions to support seniors who are transportation dependent in rural areas of Pima County.
- Provisions to deal with projected costs that exceed \$320,000 per year.

d. To better support rural programs and volunteers:

- The monthly reimbursement cap shall not exceed \$800 per volunteer.
- For rural areas only, errands may qualify for reimbursement under the 50–100 mile round-trip rule. For example, the nearest pharmacy to Arivaca is approximately 33 miles away, meaning a single round trip exceeds the current 50-mile reimbursement threshold.

- Programs should demonstrate efforts to combine errands and appointments and intentionality to reduce overall mileage.

13. PCOA shall report on the following performance measures on a quarterly basis:

Programs shall track the overall service category/ purpose(s) of each trip, such as medical appointments, meal delivery, grocery shopping, or other services. For trips serving multiple purposes/service categories (example, a medical appointment followed by grocery shopping), each purpose would be recorded. This allows for a single trip to include more than one service category and provisions to pool trips to create efficiency of trips and serve more individuals.

- Number of trips. (It is understood a single trip may include more than one trip purpose or service category.)
- Total mileage per trip.
- Total mileage per program
- Cost per trip(s) in relation to mileage reimbursement
- Number of Trip Purposes or Service Categories (medical, shopping, social, etc.) served.
- Number of volunteer drivers
- Number of Neighbors Care programs added this quarter
- Service area boundaries or demographics for each NCA program to be submitted and/or posted on the PCOA website, provided a clearly identified revision date is included.

Exhibit B

VOLUNTEER TRANSIT SERVICE NEIGHBORS CARE ALLIANCE POLICIES AND PROCEDURES JULY 2026

The Volunteer Transit Service (VTS) Project is a partnership between the Regional Transportation Authority (RTA) and the Pima Council on Aging (PCOA). The program supports volunteer transportation services for older adults and individuals who are transportation-dependent due to disability or other limitations that prevent them from driving.

The Neighbors Care Alliance (NCA), established by PCOA in 2003, is a network of volunteer caregiver programs known as Neighbors Care Programs (NCPs). These programs share a common mission: helping older adults and others remain safely and independently in their homes for as long as possible.

Through RTA funding, the VTS program provides mileage reimbursement for volunteer drivers, and in some cases, secondary insurance coverage for volunteers. These resources help programs recruit and retain volunteer drivers, increasing transportation access for older adults and transportation-dependent individuals. Services also support local governments in meeting growing transportation needs where few alternatives exist.

PCOA administers and coordinates the VTS through the NCA structure. NCPs provide transportation to medical appointments, grocery stores, and other essential destinations, as well as errand services for homebound individuals. PCOA also facilitates regular meetings for NCP coordinators to share best practices, discuss program operations, and learn about community resources.

Programs may join the NCA if PCOA determines they meet volunteer caregiver program requirements. Eligibility for VTS mileage reimbursement and related benefits requires compliance with VTS policies and procedures.

Volunteer Transit Service Policies and Procedures

1. Membership Criteria for Volunteer Mileage Reimbursement: To participate in the VTS program, a Neighbors Care Program must:
 - a. Be an active member of the NCA and substantially follow the NCA How-To Manual guidelines.
 - b. Receive approval from at least 60% of NCA members after PCOA determines eligibility.
2. Program Participation Requirements: PCOA will enter into a Memorandum of Understanding (MOU) with each participating program. Participation in the VTS requires that each Program must:
 - a. Already provide transportation services or be prepared to begin offering services.

- b. **Transportation** is defined as service provided by a volunteer driving their own vehicle with a recipient/client in the car for specific trips to the doctor, grocery, or other essential destinations.
- c. **Errand** is defined as specific trip(s) made by a volunteer for a specific recipient/client or trip(s) of an established program without the recipient/client in the vehicle.
- d. **Transportation Dependent** is defined as an individual who lives in areas with limited or no public transportation options or is unable to drive independently or lacks access to a private vehicle.
- e. **Incidental Use** is defined as eligible trips that serve individuals outside of the intended scope of serving adults 60 and older, to allow for maintaining independence and age in place. Incidental use is permissible for those ages 55 and older and transportation dependent.

3. **Administration and Oversight**

Programs must:

- a. Maintain policies, procedures, and administrative oversight.
- b. Supervise volunteers appropriately.
- c. Provide volunteer training equivalent to NCA standards before volunteers begin service.
- d. Offer ongoing educational opportunities.
- e. Maintain copies of volunteers' driver's licenses and insurance.
- f. Ensure volunteers always maintain valid licenses and insurance.
- g. Comply with all PCOA transportation policies and procedures.
- h. Participate in at least eight NCA meetings per fiscal year.
- i. Meet all reporting and billing requirements.

4. **Funding Restrictions**

Programs may not receive duplicate mileage reimbursement funding. If another funding source reimburses at a lower rate, VTS may reimburse the difference.

5. **Liability**

Programs assume full responsibility for accidents, claims, legal disputes, and injuries involving volunteers, agencies, or clients participating in the program.

6. **Client Eligibility**

- a. Volunteer Transit Services (VTS) are intended to support adults age 60 and older in maintaining independence and aging in place. However, as noted above, incidental use is permissible for those ages 55 and older and are transportation dependent.
- b. Each client must complete and sign an application maintained in a confidential file.
- c. Clients should generally be interviewed in their homes by an NCP representative to ensure safety for volunteers.

- d. Programs should approve only a reasonable number of trips per client each month. Trips that can be combined or pooled are strongly encouraged.
- e. Mileage reimbursement is limited to 500 reimbursable miles per client per month.

7. Volunteer Eligibility

Volunteers must:

- a. Complete and sign an application.
- b. Complete required training and orientation.
- c. Provide proof of a valid driver's license and automobile insurance.
- d. Use a personally owned or properly leased/rented vehicle.

Additional requirements:

- a. Volunteers may not receive reimbursement for transporting household or family members.
- b. Volunteers may receive a maximum of \$800 per month in mileage reimbursement.
- c. Paid employees of a Neighbors Care Program are not eligible for reimbursement.

8. Trip Eligibility:

- a. Eligible Trips: A trip is any transportation service provided by a volunteer and is considered round-trip unless otherwise noted.
- b. Service Priorities: If services must be limited, priority is given in this order:
 - Medical appointments and services
 - Grocery shopping and food access
 - Financial services
 - Social and recreational activities

Transportation primarily for employment reasons is not eligible.

c. Trip Approval Requirements:

- All trips must be preapproved by a program coordinator.
- Clients must request services directly through the program.
- Volunteers may not approve their own assignments unless specifically authorized.
- Transportation should be to the nearest practical destination.

d. Mileage Rules:

- Reimbursement covers "portal-to-portal" travel from the volunteer's home to the client, destination(s), and back home.
- Reimbursement for a volunteer's personal errands is not allowed.
- Meal delivery route reimbursement may include travel to and from the route in limited preapproved cases.
- All reimbursable travel must occur within Pima County.

e. Mileage Limits:

- Maximum reimbursement for a standard round trip is 100 miles.
- Actual miles driven must still be reported.
- f. Rural/Medical Exception. Trips between 100–150 miles may qualify if:
 - The client lives outside Tucson city limits or has an approved medical need.
 - The trip is for medical purposes only.
 - No more than one extended trip per client per week is reimbursed.
 - The program can separately track excess mileage.
 - Extended mileage is reported separately.
 - Annual reimbursement for these trips does not exceed 20% of available VTS funding.

9. Accounting, Billing, and Payments

Accounting - PCOA will maintain a separate fund to track all VTS revenues and expenditures.

- a. Billing and Reporting - Programs must submit monthly billing by the 13th of the following month, including:
 - The NCA Monthly Reporting Survey.
 - Monthly Program Summary.
 - Digital or signed volunteer trip records.
- b. Trip records must include:
 - Program name and reporting month.
 - Volunteer name, address, and signature.
 - Trip Purpose / Description of services provided.
 - Destination addresses or nearest cross streets.
 - Miles driven and time spent.
 - Program coordinator approval.

Late or inaccurate submissions may delay or prevent reimbursement.

- c. Payments
 - PCOA will issue reimbursement payments monthly to participating programs.
 - Programs are responsible for reimbursing volunteers.
 - Reimbursement rates will not exceed the federally approved mileage rate in effect at the time of service.
 - Funding continues until annual available funds are exhausted. PCOA will track trends on at least a quarterly basis and will endeavor to provide at least 30 days' notice for anticipated changes.
- d. Funding Shortages: If funding shortages are projected, PCOA may:
 - Reduce reimbursement rates.
 - Limit trip distances.
 - Restrict reimbursement to medical trips only.

10. Insurance

RTA funding may provide secondary insurance coverage for qualifying programs that do not already receive such coverage through another nonprofit organization.

Coverage may include:

- a. Excess accident medical insurance.
- b. Accidental death and dismemberment coverage.
- c. Personal liability insurance.
- d. Excess automobile insurance.

Coverage applies only while volunteers are performing approved volunteer duties and does not replace personal insurance coverage.

Programs must maintain records of:

- a. Volunteer applications.
- b. Driver's licenses.
- c. Insurance documentation.

11. Incident Reporting:

- a. Neighbors Care Programs are responsible for reporting insurance-related incidents.
- b. PCOA must be notified of any injury or liability incident by the next business day.
- c. Accident reports involving personal injury must be submitted to PCOA within seven days.
- d. Programs must ensure staff and volunteers understand reporting requirements.

12. Record Retention and Audits:

Programs must retain all program records for at least three years, including:

- a. Client and volunteer applications.
- b. Driver's licenses and insurance records.
- c. Scheduling logs.
- d. Reimbursement requests.
- e. Payment records.
 - Electronic storage is permitted if records are secure and approved by PCOA. All records must be available for audit or review upon request. Disposal of program records must be approved in advance in writing by the lead agency, Pima Council on Aging.

SUBJECT: RTA Transaction Privilege Tax (TPT) March for FTA 5311/5339 Grant

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	August 6, 2026	Consent Action	4c

REQUESTED ACTION/SUGGESTED MOTION

The RTA Board will be asked to authorize the use of RTA TPT to serve as the non-federal match for recent FTA 5311/5339 Grant Awards.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 40: Transportation Activities

SUMMARY

Each year, the RTA is typically awarded FTA 5311 (Formula Grants for Rural Areas) and 5339 (Bus and Bus Facilities) Grants to support RTA Transit operations. These awards require a non-federal match that varies by fund type, all of which are detailed in the accompanying Preliminary Award Letter from ADOT.

The amount awarded in this cycle, referred to as the Fiscal Year 2026 Year 1 award, is \$3,825,969.35. The federal award portion totals \$2,550,856.00, and the corresponding non-federal match amount being requested in this item is \$1,275,113.35, which would be provided by the RTA.

PRIOR BOARD AND/OR COMMITTEE ACTION

This funding has traditionally been programmed through Administrative Amendments to the Transportation Improvement Program (TIP). Upon authorization of the use of RTA TPT for the match, a new Administrative Amendment will be completed to reflect the match amount in the FY 2025 – FY 2029 TIP, and will be submitted to ADOT for inclusion in the State Transportation Improvement Program (STIP).

FINANCIAL CONSIDERATIONS

The use of RTA TPT as a source for matching funds is anticipated annually and accounted for as a part of the RTA Budget for Transit. As indicated in the attached Preliminary Award Letter, categories for these grant awards include Administration, Preventative Maintenance, Operating, Intercity, and Capital Replacement Vans, with associated federal match ratios listed for each.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

This TIP amendment complies with ADOT guidelines per [ADOT’s TIP Amendment Guidelines](#) and aligns with PAG’s TIP policies and procedures in Appendix 3 of the [approved FY 2025 – FY 2029 TIP](#).

ATTACHED ADDITIONAL BACKUP INFORMATION

5311 Rural Transit Fiscal Year 2026 Preliminary Notice of Award Year 1.

Staff Contact/Phone	Michael J. Ortega, P.E., (520) 792-1093 Jamie Brown, (520) 792-1093, ext. 4473 Adam Ledford, (520) 792-1093, ext. 4434
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May 28, 2026

Dr. Philana Jeremiah
Transportation Planning Coordinator
Regional Transportation Authority of Pima County
1 East Broadway, Ste 401
Tucson, AZ 85701

Subject: 5311 Rural Transit Fiscal Year 2026 Preliminary Notice of Award Year 1

Dear Dr. Jeremiah:

The Arizona Department of Transportation (ADOT) is pleased to issue this Preliminary Award Notice for Year 1 of your FY 2026 5311 Rural Public Transit and 5339 Bus and Bus Facilities Grant Agreement. All preliminary funding awards are contingent upon the Federal Transit Administration (FTA) awarding funds to ADOT for the 5311 & 5339 Programs. ADOT will be submitting an application to FTA in June 2026 and anticipates FTA awarding funding in September 2026. Please see the table below for your 5311 Rural Transit & 5339 Bus and Bus Facilities 2026 Preliminary Notice of Award for Year 1.

ADOT must await FTA approval of the grant; therefore these award amounts are contingent upon FTA approval and your compliance with Federal and State requirements. You must also have an updated Title VI plan that is approved by ADOT Civil Rights Office or FTA (if applicable), prior to expending funds. Your official notice of award will come with your Exhibit A.

Regional Transportation Authority of Pima County

Regional Transportation Authority of Pima County	Project Title	Federal Match Ratio	Preliminary Total Award	Preliminary Federal Award	Local Match
<i>PAG</i>	Administration	80%	\$494,527.00	\$395,622	\$98,905.00
	Preventive Maintenance	80%	\$99,999.00	\$79,999.00	\$20,000.00
	Operating	58%	\$1,799,206.71	\$1,043,540.00	\$755,666.71
	Intercity	58%	\$518,609.14	\$300,793.00	\$217,816.14
	Capital Replacement Van	80%	\$152,271.25	\$121,817.00	\$30,454.25
	Capital Replacement Van	80%	\$152,271.25	\$121,817.00	\$30,454.25

	Capital Replacement Van	80%	\$152,271.25	\$121,817.00	\$30,454.25
	Capital Replacement Van	80%	\$152,271.25	\$121,817.00	\$30,454.25
	Capital Replacement Van	80%	\$152,271.25	\$121,817.00	\$30,454.25
	Capital Replacement Van	80%	\$152,271.25	\$121,817.00	\$30,454.25
	Total		\$3,825,969.35	\$2,550,856.00	\$1,275,113.35

Please note, due to our funding requests exceeding 31 million dollars and an apportionment of just over 17 million dollars in Rural Public Transit funding and \$4 million in 5339 Bus and Bus Facilities funding. Capital requests will be able to be funded out of 5339 Bus and Bus Facilities funding to assist in funding capital requests that previously have not been able to be funded in the Rural Public Transit Program. maintenance. Additionally please be advised that ADOT was not able to fund expansion of services with your 5311 preliminary award due to funding limitations. We encourage you to consider conducting route analysis projects to streamline operations and maximize your funding.

If you have any questions, or if the award is significantly different than expected, please contact your Program Manager. You have the right to appeal this funding decision. If filing an appeal, applicants must use the following process in order for the appeal to be considered valid. Letters of appeal must clearly identify the applicant, contact person, address, phone number, project description and grounds for appeal. Letters of appeal must be submitted within ten business days of notification of award; no later than the close of business **June 2, 2026**. Submit the appeal via email to your assigned Program Manager.

ADOT reviews all appeals and notifies applicants of the decision within ten business days. If the applicant is not satisfied with the Program Manager's response, a further appeal may be made to the Transit Group Manager. This appeal must be submitted within ten business days of the notice of the Program Manager's decision. A copy of the additional appeal must be sent to the Program Manager. The Transit Group Manager will then provide a written response to the applicant within 30 days of receipt of the appeal.

Please remember that your transit funding must be included in the local TIP (Transportation Improvement Plan) developed by your Councils of Government (COG) or Metropolitan Planning Organization (MPO) and your COG/MPO must forward their approved TIP to ADOT Programming so the projects can be included in the State Transportation Improvement Program (STIP). COGs and MPOs have been copied on this award letter; however, it is the transit agencies' responsibility to coordinate with your COG or MPO to assure that all your projects are included in the local TIP. FTA is unable to fund any grant application until the project is included in the federally approved STIP.

Shatawn Reed
480-979-4111
sreed2@azdot.gov

Luke Taylor
480-848-3545
ltaylor3@azdot.gov

Jesse Zaragoza
480-848-6756
izaragoza2@azdot.gov

Mary Villareal-Perry
480-721-0443
mvillarreal-perry@azdot.gov

Sincerely,



Tina Munoz
Transit Group Manager

CC - Aubree Perry, ADOT
Shatawn Reed, ADOT
Luke Taylor, ADOT
Jesse Zaragoza, ADOT
Mary Villareal-Perry, ADOT
Genine Sullivan, PAG

SUBJECT: Town of Oro Valley RTA Pavement Program TPT Approval

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	August 6, 2026	Consent Action	4d

REQUESTED ACTION/SUGGESTED MOTION

The RTA Board will be asked to pre-authorize the programming of RTA TPT to serve as the non-federal match for the Design phase for a Town of Oro Valley Bridge reconstruction project, funded through a Congressionally Directed Spending award. This funding comes from the Town of Oro Valley's Pavement Rehabilitation allocation in the RTA Next Plan, Element III, Ballot 42.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 40: Transportation Activities

SUMMARY

Earlier this year, the Town of Oro Valley received a federal Congressionally Directed Spending award that required a non-federal match, programmed as an Administrative Amendment in the FY 2025 – FY 2029 Transportation Improvement Program (TIP) as LOCAL for both the Design and Construction phases.

The Town has requested the use of RTA Next TPT to cover the match contribution for the Design phase of this project, totaling \$300,000. The project Charter is currently being developed for inclusion of the September RTA Board meeting, but the Town has requested to expedite the programming of these funds.

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

On March 10, 2026, Pima County voters approved the 20-year RTA Next plan and half-cent sales tax and on June 4, 2026, the RTA Board approved the FY 2027 RTA Budget. Please see the section below for additional financial considerations.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

This TIP amendment complies with ADOT guidelines per [ADOT's TIP Amendment Guidelines](#) and aligns with PAG's TIP policies and procedures in Appendix 3 of the [approved FY 2025 – FY 2029 TIP](#).

RTA funds have traditionally been programmed through Administrative Amendments to the Transportation Improvement Program (TIP) upon approval of IGA amendments approved by the RTA Board. In the transition between plans, some projects have

received advanced notice to proceed from the PAG/RTA Executive Director. The spirit and intent of this advanced notice is to hasten project delivery, with the acknowledgement that the administrative process will catch up.

Upon authorization of the use of RTA TPT for the match, a new Administrative Amendment will be completed to reflect that RTA TPT will replace the local funding commitment for the match amount in the FY 2025 – FY 2029 TIP and will be submitted to ADOT for inclusion in the State Transportation Improvement Program (STIP).

ATTACHED ADDITIONAL BACKUP INFORMATION

A draft project list detailing the change that will take effect through an administrative TIP amendment

Staff Contact/Phone	Michael J. Ortega, (520) 792-1093 Jamie Brown, (520) 792-1093, ext. 4473 Adam Ledford, (520) 792-1093, ext. 4434
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TipID	RTAID	STREET/PROJECT NAME	PROPOSED FUNDING				
SponsorID	Length	LOCATION					
StateID	Existing Lanes	PROJECT DESCRIPTION	FISCAL YEAR				
FedID	After Lanes	AQ STATUS	2025	2026	2027	2028	2029
		TOTAL COST					

ITEM A

Existing Approval							
46.26		Town of Oro Valley: Bridge Replacement		790,000 CDS D			
		Town of Oro Valley		260,000 LOCAL D			
		CDS Earmark - FY 2026		6,210,000 CDS C			
		N/A		164,000 LOCAL C			
				7,424,000 TOTAL			
Proposed Request							
46.26		Town of Oro Valley: Bridge Replacement		550,000 CDS D			
		Town of Oro Valley		300,000 RTA2 D			
		CDS Earmark - FY 2026		6,450,000 CDS C			
		N/A		424,000 LOCAL C			
		7,724,000		7,724,000 TOTAL			
SPONSOR: Oro Valley			ACTION: All in FY 2026: Remove \$260,000 LOCAL D, add \$300,000 RTA2 as D, change CDS D to \$550K, change CDS C to \$6,450,000, change LOCAL C to \$424,000				

SUBJECT: Short Range Transit Plan (SRTP) Authorization of TPT as Matching Funding

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	August 6, 2026	Action	5

REQUESTED ACTION/SUGGESTED MOTION

The RTA Board will be asked to authorize \$14,977 in TPT match funding associated with the FTA 5305 grant award.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 40, Regional Transportation Planning

SUMMARY

PAG/RTA has recently completed the process of selecting a consultant to complete the regional Short Range Transit Plan (SRTP). The goal of this plan is to evaluate the existing transit services and establish a 5-year plan that details how to maintain the most efficient and effective operations while staying within the current regional budget. This plan will be funded through the Federal Transit Administration's Section 5305 grant award, which provides a federal match amount of \$185,023. The RTA will be providing a local match amount of \$14,977. The total cost of this project will be \$200,000, and is expected to be completed by March, 2027.

A request for qualifications (RFQ) letter was sent out to all state approved transit consultants on June 9th. 2 proposals were submitted to PAG/RTA for review. One from KFH Group and one from Kimley Horn. A selection panel made up of jurisdictional representatives from the City of Tucson, Pima County, Oro Valley, and Marana were then gathered to review, discuss, and recommend one of these consultants to conduct this study. After thorough review and deliberation, the panel came to a unanimous decision to recommend KFH Group as the consultant to move forward with. Out of a 100-point score, KFH Group received an averaged score of 84 and Kimley Horn received an averaged score of 77.

The reasoning for these scores ultimately came down to mutual agreement that KFH was a more specialized firm that specifically focuses on public transportation, while Kimley Horn is a much larger firm that focuses on a range of engineering, planning, and design projects. There is the hope that KFH will provide a more customized level of service for this study. Additionally, there was greater emphasis in KFH's proposal to collect public input directly on buses and at transit centers, in comparison to scheduling public input meetings. There was little variance between both proposers' estimated pricing.

For these reasons, PAG would like to request approval from the Regional Council to authorize the PAG Executive Director to begin negotiations on a contract with KFH Group for this study.

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

The local match for the FTA 5305 Award is \$14,977.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None.

ATTACHED ADDITIONAL BACKUP INFORMATION

- Draft SRTP Contract.
- Notice of Award Letter

Staff Contact/Phone	Michael Ortega, 792-1093, ext. 4420 Mary Carter, 792-1093. ext. 4424 Preston McLaughlin, (520) 495-1415 Alicia Roberson, (520) 495-1470
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PIMA ASSOCIATION OF GOVERNMENTS
MASTER CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into by and between Pima Association of Governments (PAG) referred to as PAG in this Contract, and **KFH Group, Inc.**, referred to as Contractor in this Contract.

WITNESSETH:

WHEREAS PAG has been designated a Metropolitan Planning Organization, pursuant to Title 23, Section 134 of the United States Code; Title 23, Section 450.300 of the Code of Federal Regulations, and Executive Order No. 70-2, dated July 8, 1970, by the Governor of the State of Arizona;

WHEREAS PAG receives state and federal funding pursuant to PAG's Grant Agreement with the State of Arizona, through the Arizona Department of Transportation [the "ADOT Agreement"];

WHEREAS the ADOT Agreement can be viewed on PAG's website at <https://pagregion.com/> and all of its applicable terms are incorporated herein by this reference as if fully set forth herein;

WHEREAS PAG desires to engage the Contractor to perform professional services as specified in this Contract;

WHEREAS the Contractor represents that it is fully able and professionally qualified to perform said services; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, PAG does hereby engage the Contractor and the Contractor does hereby accept engagement in accordance with the terms and conditions of the ADOT Agreement and the additional terms and conditions that follow:

A. SCOPE OF WORK

See **APPENDIX A**, incorporated herein by this reference.

B. SPECIAL TERMS AND CONDITIONS

1) Key Personnel:

PAG Project Manager: Preston McLaughlin, Mobility Manager with PAG, will serve as the PAG Project Manager and PAG primary contact.

Principal in Charge and Contractor's Project Manager: **Dan Dalton, Principle Planner**, an officer of the Contractor, will serve as the Principal in Charge and will have the authority to commit resources necessary to complete the Scope of Work and be ultimately responsible for satisfactory execution of all work tasks.

Philana Jerimiah will additionally serve as the primary contact with the PAG Project Manager, **Preston McLaughlin**. The Contractor's Project Manager's responsibilities will include coordination and management of day-to-day work, development and production of all deliverables, reviewing and responding to PAG inquiries and comments, and tracking the status of the Contract budget and schedule.

PAG Executive Director: Michael J. Ortega, P.E. the Executive Director of PAG, will serve as the PAG Executive Director as defined in this Contract.

- 2) **Compensation:** For the services contemplated in the Agreement, PAG shall pay the Contractor the agreed upon amount as detailed in the Scope of Work and schedule **APPENDIX A**.
- 3) **Performance Schedule:** The work shall be completed, and all deliverables shall be submitted to the PAG Project Manager in a timely manner. This Contract term will begin insert time period, unless otherwise amended at the sole option of PAG.
- 4) **Insurance:** The Contractor shall obtain insurance as specified in the ADOT Agreement, section 21.0., and as described below and keep such coverage in force throughout the life of the Contract, and until all of Contractor's obligations have been discharged. All policies must contain an endorsement providing that written notice be given to PAG and ADOT at least thirty (30) calendar days prior to suspension, termination, material change or cancellation in coverage in any policy. Except for professional liability and workers' compensation insurance, the liability insurance policy(s) shall include ADOT and PAG as an additional insured parties with respect to liability arising from the Contract. The Contractor agrees that its insurance will be primary, and that any insurance carried by ADOT or PAG will be excess and non-contributing.

<u>Coverage Required</u>	<u>Minimum Limits of Liability</u>
Workers' Compensation	\$ Statutory
Employees' Liability	\$ 1,000,000.00

Professional Liability (Errors and Omissions)	\$	1,000,000.00
General Aggregate Liability	\$	2,000,000.00
Products – Completed Operations	\$	1,000,000.00
Personal and Advertising Injury	\$	1,000,000.00
Vehicles	\$	1,000,000.00

The Contractor must present to the PAG Procurement Officer written evidence (Certificates of Insurance) of compliance with these insurance requirements prior to the start of work and shall satisfy PAG regarding their adequacy. All coverage for Contractor's subcontractors shall be subject to the minimum insurance requirements identified above. The policies shall contain a waiver of subrogation endorsement in favor of the State of Arizona, PAG, and their departments, agencies, boards, commissions, universities and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 5) Summary Progress Reporting Requirements:** The Contractor shall prepare and submit summary progress reports to the PAG Project Manager on the 1st of each month or as otherwise requested by the PAG Project Manager.

C. GENERAL TERMS AND CONDITIONS

1) Key Terms and Definitions:

- a. **PAG:** Pima Association of Governments, 1 East Broadway Blvd, Ste. 401, Tucson, AZ 85701
- b. **Contract:** This legal document executed between PAG and the Contractor, which incorporates all applicable provisions of the ADOT Agreement.
- c. **Disadvantaged Business Enterprises (DBE):** DBEs are for-profit small businesses where socially and economically disadvantaged individuals own at least 51% interest and also control management and daily business operations.
- d. **May:** Indicates an action that is recommended, but not mandatory
- e. **PAG Project Manager:** The PAG employee who is responsible for overseeing the Contractor's performance under this Contract.
- f. **Shall, Must and Will:** Indicate an action that is mandatory.
- g. **Should:** Indicates an action that is recommended, but not mandatory.

- 2) Termination:** PAG, upon certification of the PAG Executive Director, without prejudice to any other right or remedy of PAG, and after giving the Contractor ten (10) working days written notice, may terminate the Contract with the Contractor. Such termination will apply to all work, or any part thereof, identified by PAG, and may occur for any reason, including, but not limited to, the following reasons:

- a. The Contractor is adjudged bankrupt.
 - b. The Contractor persistently or repeatedly refuses or fails to perform in accordance with the requirements of the Contract.
 - c. The Contractor abandons the work, or unnecessarily or unreasonably delays the work.
 - d. Funds are not appropriated or are otherwise unavailable to PAG, including matching funds from any source and grant funds.
 - e. The Contractor is found by PAG to have a conflict of interest as contemplated by Arizona Revised Statutes § 38-511.
 - f. The Contractor refuses to correct, at the Contractor's sole expense, any portion of the work product determined by the PAG Project Manager to be deficient.
 - g. The Contractor fails to comply with any of the applicable terms of the ADOT Agreement.
 - h. PAG determines that termination is in the best interest of PAG.
- 3) Records:** Internal control over all financial transactions related to the Contract shall be in accordance with the ADOT Agreement and other sound fiscal policies. PAG or ADOT may, at reasonable times and places, audit the books and records of the Contractor, or any and all of a subcontractors' records. Such audit shall be limited to the Contract and the execution of its Scope of Work
- 4) Arbitration:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply or be binding upon PAG except by PAG's express written consent given subsequent to the execution of the Contract. However, at PAG's sole option, or by other means expressly approved by PAG, disputes may be resolved through arbitration. The dispute may be resolved as provided for in Arizona Revised Statutes Section 12-1501 et seq. The Contractor shall continue to render the services required by the Contract without interruption, notwithstanding the provisions of this section, unless otherwise directed by PAG or ADOT.
- 5) Independent Contractor:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 6) Non-Exclusive Contract:** This Contract is awarded with the understanding and agreement that it is for the sole convenience of PAG. PAG reserves the right to obtain like goods and services from another source at PAG's convenience.
- 7) Patents and Copyrights:** Except as may otherwise be required by the ADOT Agreement or applicable federal law regarding patents [37 CFR 401.14 except for § 401.14(g)], all

services, information, computer program elements, reports and other deliverables which may have a potential copyright or patent value, and which are created under the Contract, shall be the property of PAG and shall not be used by the Contractor or any other person except with the prior written permission of PAG.

8) Commencement of Work: The Contractor shall begin work activities only after receiving PAG's Notice to Proceed from the PAG Project Manager. The Contractor shall complete all work to the reasonable satisfaction of PAG in accordance with the Scope of Work.

9) Confidentiality of Records: The Contractor shall establish and maintain procedures and controls that are acceptable to PAG for the purpose of assuring that no information contained in its records or obtained from PAG or from others in carrying out functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to PAG. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by PAG or as required by law.

10) Certification: By signature on the Contract, the Contractor certifies that:

- a. The submission of the offer did not involve collusion or anti-competitive practices.
- b. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a PAG officer or employee or to any public servant in connection with the submitted offer. Signing the Contract with a false statement in connection with this provision shall void the Contract and may result in PAG exercising other remedies under the law and the Contract.
- c. The Contractor hereby certifies that the individual signing the Contract is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.
- d. PAG is prohibited from making any award or permitting any award at any tier to any party which has not established and maintained its entity registration on the federal System for Award Management or one that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.213. Neither the Contractor nor any of its subcontractors is debarred, suspended or otherwise ineligible to receive state or federal funds. Contractor will review the Exclusions available at

<https://sam.gov/content/entity-information> and assure that it and its subcontractors establish and maintain entity registration on the System for Award Management before entering into any covered contracts.

11) Gratuities: PAG may, by written notice to the Contractor, cancel the Contract if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of PAG who amended or made any determinations with respect to the performance of the Contract. In the event that the Contract is canceled by PAG pursuant to this provision, PAG shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

12) Conflict of Interest: PAG may cancel the Contract for conflicts of interest as though it were a political subdivision pursuant to ARS § 38-511.

No member of the governing body of PAG, and no other officer, employee or agent of PAG or its member jurisdictions who exercise any function or responsibility in connection with planning or carrying out work or services under this Contract, nor any relative thereof, shall have any substantial interest, direct or indirect, in this Contract or subcontract, or to the proceeds thereof. The Contractor shall take appropriate steps to assure compliance with this provision.

13) Applicable Law: The laws of the State of Arizona and the federal government shall govern this Contract, and suits regarding this Contract shall be brought only in Federal or State courts in the State of Arizona. Venue and jurisdiction for any suit or other dispute resolution proceeding shall be in Pima County, Arizona.

14) Contract Terms and Conditions: The Recitals appearing on the first page of this Contract are incorporated herein as binding Contract terms. PAG reserves the right to clarify any contractual terms or conditions with the concurrence of the Contractor; however, any substantial non-conformity in the Contract, as determined by PAG, shall be deemed non-responsive and the Contract terminated. This Contract, with the incorporated applicable provisions of the ADOT Agreement, contains the entire agreement between PAG and the Contractor relating to the work and services provided hereunder and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

15) Contract Amendments: The Contract shall be modified only by a written Contract amendment signed by PAG's Executive Director and persons duly authorized to enter into contracts on behalf of the Contractor. While amendments are discouraged, they may be considered when PAG adds related work to the original Scope, or when PAG and the

Contractor agree that changes to the nature of one or more tasks are sufficient to warrant modification of the Scope. PAG, at its sole discretion, may choose to issue a new RFP for such work, rather than provide a Contract amendment. Amendments may also be required to extend the term of the Contract. Any work performed by the Contractor without an appropriate amendment shall be at the Contractor's sole cost.

16) Assignment – Delegation: No right or interest in the Contract shall be assigned by the Contractor without prior written permission of PAG, and no delegation of any duty of the Contractor shall be made without the prior written permission of the PAG Project Manager. PAG shall not unreasonably withhold approval and shall notify the Contractor of PAG's position within fifteen (15) days of receipt of written notice by the Contractor.

17) Rights and Remedies: No provision in this Contract shall be construed, either expressly or by implication, as a waiver by PAG of any existing or future right and/or remedy available by law in the event of any claim of breach of contract or default. The failure of PAG to insist upon the strict performance of any term or condition of the Contract, or to exercise, or to delay the exercise of, any right or remedy provided in the Contract or by law, shall not be deemed a waiver of the right of PAG to insist upon strict performance of the Contract.

18) Indemnification:

- a. The Contractor shall indemnify, defend and hold PAG harmless from any and all claims, demands, suits, actions, proceedings, loss costs and claims, and damages of every kind and description, including claims for copyright, patent and trademark, and including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against the Contractor, PAG, any of PAG's officers, directors and employees, or any person, regardless of who makes the claim, to the extent that they result from the negligent or wrongful acts of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Contract. The Contractor's obligation under this section shall not apply to any damages caused by the sole negligence of PAG or its employees. The indemnification provided in this section shall survive termination of this Contract. The minimum limits and types of insurance provided for in Section B3 shall not limit the scope and extent of indemnity hereunder. The indemnities provided in this Section shall survive termination of this Contract.
- b. In addition, pursuant to the ADOT Contract, Contractor shall indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising from this Contract, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses

(including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, hereinafter referred to as "Claims") for bodily or personal injury including, but not limited to, death, or loss or damage to tangible or intangible property including claims for copyright, patent and trademark, caused, or alleged to be caused, in whole or in part, by the negligent or wrongful acts or omissions of Contractor or any of the directors, officers, agents, employees or subcontractors of Contractor. This indemnity includes any claim or amount arising from or recovered under the Workers' Compensation law or arising from the failure of Contractor to conform to any federal, state or local laws, statutes, ordinances, rules, regulations, or court decrees. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. The indemnities provided in this Section shall survive termination of this Contract.

19) Force Majeure: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and that occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall promptly notify the other party in writing of such delay and shall specify the cause(s) of the delay in the notice. The notice shall be hand-delivered or mailed via certified mail with a return receipt, and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause the delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results.

20) Right to Assurance: Whenever PAG has reason to question the Contractor's intent or ability to perform, PAG may demand that the Contractor give written assurance of its intent or ability to perform. In the event that such a demand is made, and no written assurance is given within five (5) business days, PAG may treat this failure as an anticipated breach of contract.

21) Advertising: The Contractor shall not advertise or publish information concerning the Contract without prior written consent of PAG.

22) Right to Inspect: PAG may, at reasonable times and at PAG's expense, inspect the place of business of the Contractor or any subcontractor that is directly or indirectly related to the performance of the Contract as awarded or proposed to be awarded.

23) Quality of Materials, Services and Deliverables; Disclaimer Statement: All materials, services and other deliverables are subject to acceptance by PAG. Materials, services or other deliverables (either interim or final) that fail to conform to the specifications of the Contract or which are deemed to be substantially deficient by the Project Manager shall be returned to the Contractor for remedy. If so returned, all costs to remedy the deficiency or deficiencies shall be the responsibility of the Contractor. Should the Contractor dispute the Project Manager's decision regarding the quality of the work product at issue, the Contractor may appeal the Project Manager's decision, through the PAG Deputy Executive Director, to the PAG Executive Director. The decision of the PAG Executive Director shall be final. In the event the PAG Executive Director should find the work product at issue to be deficient, and the Contractor refuses to correct the work product at the Contractor's sole cost, the PAG Executive Director may invoke the remedies set forth in this Contract for noncompliance.

Any reports and maps completed under this Contract shall contain the following statement: "This report was funded in part through grant(s) from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation via the Arizona Department of Transportation. The contents of this document reflect the views and opinions of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Pima Association of Governments, U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation."

24) Exclusive Possession: All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of PAG and shall not be used or released by the Contractor or any other person except with prior written permission of PAG.

25) Title and Risk of Loss: The title and risk of loss of material or service shall not pass to PAG until PAG actually accepts the material or service at the point of delivery, unless otherwise provided within this Contract.

26) Default in One Installment to Constitute Total Breach: The Contractor shall deliver conforming work or materials in each installment or lot of the Contract and may not substitute non-conforming work or materials. Delivery of non-conforming work or

materials, or default of any nature, shall, at the option of PAG, constitute a breach of the Contract as a whole.

27) Liens: All materials, services and other deliverables supplied to PAG under this Contract shall be free from all liens other than the security interest held by the Contractor until payment in full is made by PAG. Upon request of PAG, the Contractor shall provide a formal release of all liens.

28) Licenses and Compliance with Laws: The Contractor, and its subcontractors, shall maintain in current status all Federal, State and local licenses and permits required for the performance of the work hereunder and operation of the business conducted by the Contractor as applicable to the Contract, throughout its duration. The Contractor and any subcontractors shall fully comply with all applicable federal, state and local laws and all grant funding requirements contained in the ADOT Agreement in performing hereunder. Without limiting the generality of the forgoing, sections 30.0 and 31.0 of the ADOT Agreement, listing specific state and federal laws and regulations which may be applicable to this Contract, are specifically incorporated herein.

29) Compliance with Regulations: The Contractor (hereinafter includes Consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract, including all applicable provisions of the ADOT Agreement.

30) Non-Discrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination expressly prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21. Contractor shall comply with all applicable non-discrimination statutes and authorities provided in Title VI, Appendix E.

31) Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or by negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the

Contractor of the Contractor's obligations under this Contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, gender or national origin.

32) Participation in ADOT Local Public Agency DBE Data Collection and Reporting

System: Projects using federal funding require that the consultant, as well as any sub-consultants, register as a "vendor" in the ADOT Local Public Agency DBE Data Collection and Reporting System. The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, and the implementing regulations, hereby notifies all contractors that it will affirmatively ensure disadvantaged business enterprises will be afforded full and fair opportunity, and will not be discriminated against on the grounds of race, color, or national origin.

33) DBE Reporting: The federal government and ADOT maintain and mandate participation in a DBE program, which is intended to remedy past and current discrimination against disadvantaged businesses. The DBE program ensures a "level playing field" and fosters equal opportunity in all DOT-assisted contracts.

Federal projects with a DBE goal require that the consultant and DBE sub-consultants use the ADOT reporting system (<https://arizonalpa.dbesystem.com/>) to show the making/receipt of timely payments.

34) DBE Verification: During the life of the contract, PAG and/or ADOT may conduct visits as necessary to verify that the DBE consultants listed on the project are in fact providing the work indicated. Should a DBE sub-consultant identified in the proposal not perform up to standard, the consultant shall contact the ADOT Civil Rights Office or the PAG Contract Officer for possible alternatives before terminating the sub-consultant contract. Possible courses of action include, but are not limited to, replacing of the DBE with another DBE or the reduction of the DBE goal, depending on the progress of the project and the availability of qualified DBE consultants. The consultant shall submit at the completion of the project the "Certification of Payments to DBE Firms" affidavit for each DBE working on the project.

35) Information and Reports: The Contractor will provide all information and reports required by the Acts, Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts and other sources of information, and its facilities, as may be determined by PAG, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertaining compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to PAG, the *Federal Highway Administration, or Arizona Department of*

Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

36) Sanctions for Noncompliance: In the event of Contractor's non-compliance with the Non-discrimination provisions of this Contract, PAG will impose such Contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation* may determine to be appropriate, including but not limited to:

- a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Contract in whole or in part.

37) Incorporation of Provisions: The Contractor will include the provisions of Sections 28, 30, 31, 32, 33, 37, 38 and 39 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant hereto. The Contractor will take action with request to any subcontract or procurement as PAG, the *Federal Highway Administration or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request PAG to enter into any litigation to protect the interests of PAG. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

38) Americans with Disabilities Act: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, U.S.C. 12101-12213) and applicable Federal regulations under this Act.

39) Method and Schedule of Payment: The method and schedule of payment is subject to the requirements and restrictions of PAG and the funding agencies.

PAG agrees to reimburse the Contractor up to the sum specified in the proposal, which constitutes full and complete compensation for the Contractor's services.

PAG's normal policy is to process invoices requesting payment for work done within thirty (30) calendar days upon satisfactory delivery of products, services and/or goods, as well as receipt of properly completed invoices and the necessary Project Manager approvals. Written progress reports shall accompany each billing and shall specify the percentage of Contract work completed. Each itemized invoice must bear a written certification by the authorized PAG Project Manager confirming satisfactory progress or completion of services for which payment is requested.

Invoices for payment will be submitted by task and line item as presented with each delivery. Additional documentation may be required from time to time.

Invoices for payment will be submitted by mail to:

PIMA ASSOCIATION OF GOVERNMENTS (PAG)
Attn: Accounts Payable
1 East Broadway Blvd., Suite 401
Tucson, AZ 85701

OR
Finance@pagregion.com

Costs incurred by the Contractor as a result of any changes by PAG and/or the Contractor outside of the Scope of Work of this Contract will not be allowed for reimbursement under this Contract unless such changes and related costs were approved by PAG in writing prior to the Contractor's incurring such costs.

Payment to the Contractor in advance of the Contractor incurring costs for authorized work to be performed under the Scope of Work of this Contract is prohibited unless PAG makes a written determination prior to the payment that an advance payment is in PAG's best interest.

40) Equipment Maintenance: The Contractor must maintain all equipment, as applicable, in good working order throughout the length of the project and must repair or replace any unsafe or inoperable equipment without delay.

41) Safety: The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under the proposed Contract. The Contractor will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.

42) Retention of Records: The Contractor shall retain all work materials and records related to the performance of the Scope of Work of the Contract for a period of not less than five (5) years after the final payment is made under the Contract.

43) Right to Financial Audit: PAG retains the right to audit at reasonable times and places the financial books and records of the Contractor relating to the performance of the Contract for a period of not less than five (5) years after the final payment is made under the Contract.

44) Assignment of Principals: The Contractor shall maintain the assignment of its Principals as shown in B1. Prior written permission shall be obtained from the PAG Project Manager

for any change in these assignments. PAG will notify Contractor if PAG changes its Project Manager.

45) Lobbying: If this Contract exceeds \$100,000.00, the Contractor shall complete the Lobbying Certification and, when appropriate, the Disclosure of Lobbying Activities Form, both of which are attached hereto.

46) Compliance with Immigration Laws: As mandated by Arizona Revised Statutes (ARS) section 41-4401, PAG is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A). PAG must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and ARS § 23-214. Therefore, in signing or performing this Agreement for PAG, the Contractor fully understands that:

- a. It warrants that both it and any subcontractors it may use will comply with all federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A);
- b. A breach of the warranty described in subsection A of ARS § 23-214 shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- c. PAG or its designee retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under subsection A of ARS § 23-214.

47) No Boycott of Israel: Pursuant to ARS section 35-393.01, PAG may not enter into a contract with a contractor, unless the contractor certifies that the contractor is not currently engaged in, and agrees not to engage in, a boycott of goods or services from Israel. Contractor's signature below serves as this certification.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date signed by the PAG Executive Director.

Pima Association of Governments

CONTRACTOR

Michael J. Ortega, P.E.

As PAG Executive Director and Not Personally

Ken Hosen, Senior Advisor

KFH Principal

Date: _____

Date: _____

APPENDIX A

SCOPE OF WORK

PROJECT NAME	Regional Short Range Transit Plan
COMPANY NAME	Pima Association of Governments
POINT OF CONTACT	Philana A. Jeremiah, PhD
PHONE	520-495-1475
EMAIL	pjeremiah@pagregion.com
COMPANY MAILING ADDRESS	PAGregion.com
PROJECT LOCATION	Pima County
AUTHOR	Philana A. Jeremiah, PhD
DATE	10/30/2025

Scope of Work

The Pima Association of Governments (PAG) is seeking 5305 (e) grant funding to support a crucial initiative in updating the regional Short-Range Transit Plan (SRTP) for the greater Tucson metropolitan area and western Pima County. The SRTP will serve as a five-year blueprint for guiding investment, service design, and regional coordination across the Sun Tran, Sun Link, and Sun Shuttle transit systems.

This planning effort will integrate the findings and recommendations of the Move Tucson Transportation Master Plan (2021), the Regional Comprehensive Operational Analysis (COA) (2024), the PAG Regional Microtransit study (2025), and RTA Long-Range Regional Transit Plan (2020) into one cohesive, fiscally constrained program. The hired consultant will also analyze current service performance, travel demand, and demographic trends; evaluate service alternatives; and identify short-term capital and operating priorities consistent with federal and state planning emphasis areas in equity, safety, climate, and performance-based decision-making. Additionally, this plan will analyze the feasibility of consolidating all regional transit services into one unified provider and operating the system in-house instead of contracting out to a 3rd party provider.

The total project cost is \$200,000. \$185,023.00 in federal 5305(e) funding and a \$14,977 local match provided by PAG.

Project Deliverables

The key objectives for this planning study are to:

- Prepare a five-year fiscally constrained financial plan (FY 2026–2030) linking projected transit budgets to proposed operating and capital improvements.
- Conduct a comprehensive assessment of existing transit conditions, ridership, and equity indicators using the Comprehensive Operational Analysis (COA) and other regional data sources.
- Determine the feasibility of consolidating all regional transit services to be operated by one provider.
- Determine the feasibility of operating transit services in-house instead of using a 3rd party provider.
- Establish performance metrics consistent with FTA and ADOT's Transit Asset Management (TAM) and Public Transportation Agency Safety Plan (PTASP) requirements.
- Identify service gaps and develop alternative service concepts that improve frequency, reliability, and connectivity with the available resources.
- Identify near-term capital needs for fleet, facilities, and stop accessibility improvements, including ADA compliance and technology upgrades.
- Conduct Title VI analysis on any planned service changes and implement an inclusive, multilingual public engagement program to collect public input for the plan.
- Deliver a final Short Range Transit Plan document with service recommendations, financial tables, implementation schedules, and GIS data of the region to all transit agencies in Pima County and to ADOT.

MILESTONES

DELIVERY DATE	TASK
06/15/2026	Initiate consultant bidding and procurement process.
08/07/2026	Finalize contract with selected consultant and begin study.
08/10/2026 – 10/01/2026	Conduct research and data analysis and needs assessment.
09/15/2026 – 10/30/2026	Engage with relevant stakeholders, community members, and transit users to understand their needs and preferences.
10/30/2026 – 12/31/2026	Develop and evaluate planned service efficiencies and improvements.
01/01/2027	Prepare a draft of the SRTP, cost analysis, and financial plan.
02/30/2027	Provide final recommendations for implementation of transit services identified in the consultant's final report for approval by the PAG regional council.

STAKEHOLDERS	
NAME & TITLE	ROLE / RESPONSIBILITY
Philana A. Jeremiah, PhD – PAG/RTA Transportation Planning Coordinator	Project Manager
Preston McLaughlin – PAG/RTA Transportation Mobility Manager	Provide guidance on the implementation of the Short-Range Transit Plan
Mike Ortega – PAG Executive Director	Executive oversight and authorization of deliverables
Sam Credio – City of Tucson Director of Transportation & Mobility	Representative for City of Tucson Department of Transportation & Mobility
Andy Bemis – City of Tucson Deputy Director of Transportation and Mobility	Representative for City of Tucson Department of Transportation & Mobility
Jonathan Crowe – Principal Transportation Planner for Pima County	Representative for Pima County

January 23, 2026

Dr. Philana A. Jeremiah
Transportation Planning Coordinator
Pima Association of Governments
1 E. Broadway Blvd., Suite 401
Phoenix, AZ 85003-1562

Subject: **PAG 5305(e) FFY2025 Transit Planning Award for Regional Short Range Transit Plan**

Dear Dr. Jeremiah,

In response to your request for 5305(e) FFY2025 Transit Planning funding, we are pleased to inform you that **\$185,023** has been approved for funding PAG for the purposes of planning the **Regional Short Range Transit Plan**. You confirmed that you would like to accept this award as ADOT is unable to fund your total request of \$250,000 due to the lack of funding available after projects that scored higher were funded. Some of the items which impacted PAG's application scoring was that the application did not thoroughly answer questions in the application ranging from explaining the economic impact of the study, and the use of abbreviations made it difficult to understand for reviewers who were not familiar with Transit. Despite those areas noted, ADOT still felt that PAG made it clear that this study is needed and that the remaining funds available should be awarded to your project. The following 5305 funding which is funded from the Consolidated Planning Grant (CPG) Transit Planning Funding should be added to your work program:

<u>Federal Portion</u>	<u>Local Match</u>	<u>Total Amount</u>
\$185,023.00	\$11,183.79	\$196,206.79

Please coordinate your scope of work and planning activities with Aubree Perry, who manages the 5305 Statewide Transit Planning program. Each reimbursement request will be accompanied by a progress report and a current timeline of project activities. The final project will be shared with ADOT and may be included in the State Transit Plan.

Kindly note that this is a one-time award of funds, there is no guarantee of funding for any future projects. If you have any questions, please contact Aubree Perry at (480) 745-5367.

Sincerely,



Tina Munoz
Transit Group Manager

cc: Iqbal Houssain, ADOT
Aubree Perry, ADOT
Preston McLaughlin, PAG
Angela Ringor, ADOT
Anki Scott, ADOT
Jennifer Hobert, ADOT
Tracey Nicholson, ADOT
Maria Coronado, ADOT
Sophia Kreutz, ADOT
Tony Belleau, FTA

SUBJECT: SR 86 IGA Amendment

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	August 6, 2026	Action	6

REQUESTED ACTION/SUGGESTED MOTION

RTA Board will be asked to approve Resolution 2026-014, together with the associated IGA Amendment #1.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 46, Regional Transportation Authority (RTA)

SUMMARY

The following Resolution and IGA Amendment #1 is recommended for approval:

2026-014: SR 86 Wildlife Crossing (#42): Amendment #1 to the IGA between the State of Arizona and the Regional Transportation Authority for the State Route 86 Kitt Peak Linkage Wildlife Crossing (RTA #42).

This amendment is needed as a follow-up to the action taken by the Pima Association of Governments (PAG) Regional Council at the March 26, 2026 meeting, approving the PAG FY 2025-FY 2029 Transportation Improvement Program (TIP) amendment #2025.040, which allowed for the exchange of RTA excise tax funds for Highway User Revenue Funds (HURF) 2.6% funds.

PRIOR BOARD AND/OR COMMITTEE ACTION

2026-014: The RTA Board previously approved the initial IGA, which provided funding for the project design, environmental and construction activities.

FINANCIAL CONSIDERATIONS

2026-014: This amendment exchanges RTA excise tax funds with HURF 2.6% which is reserved for projects on the state highway system.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None noted.

ATTACHED ADDITIONAL BACKUP INFORMATION

Resolution 2026-014 together with the associated IGA Amendment #1.

Staff Contact/Phone	Michael J. Ortega, (520) 792-1093 Greg Byres, (520) 792-1093 Dan Gabiou, (520) 792-1093 Rick Ellis, (520) 792-1093
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RESOLUTION No. 2026-014

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY ADOPTING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR STATE ROUTE 86 KITT PEAK WILDLIFE LINKAGE CROSSING RTA (#42), A TRANSPORTATION PROJECT

WHEREAS, the Regional Transportation Authority of Pima County (the "RTA") is an Arizona special taxing district, duly formed and existing, pursuant to A.R.S. 48-5302, et seq., for the purposes of coordinating multi-jurisdictional cooperation in transportation planning, improvements and fund-raising as a municipal corporation through taxation and bonding, with the public's input and voter approval; and

WHEREAS, Arizona Department of Transportation (the "Lead Agency") is a body politic and corporate of the State of Arizona; and

WHEREAS, pursuant to A.R.S. 48-5309 (A), the RTA adopted, and the voters approved, a twenty-year, comprehensive, multi-modal regional transportation plan (the "Plan"); and

WHEREAS, The RTA and Lead Agency have entered into an intergovernmental agreement for design and construction of State Route 86 Kitt Peak Wildlife Linkage Crossing RTA (#42), recorded sequence number 20211750172, pursuant to A.R.S. 11-952; and

WHEREAS, the Lead Agency and the RTA wish to cooperate in the Design and Construction of the State Route 86 Kitt Peak Wildlife Linkage Crossing Project RTA (#42) ("the Project"); and

WHEREAS, the Project is one of the transportation improvement projects included in the Plan or is eligible for funding as part of a categorical program included in the Plan; and

WHEREAS, pursuant to A.R.S. 48-5304 (18), the RTA has the authority to enter into agreements to exercise its powers and carry out its responsibilities; and

WHEREAS, staff from the RTA and the Lead Agency have drafted an amendment to intergovernmental agreement, attached hereto as Exhibit A and incorporated herein by this reference (the "amendment"); and

WHEREAS, the Board of Directors of the RTA has reviewed the provisions of the amendment and finds that adopting it is in the best interests of the RTA and is in furtherance of the Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the RTA that the amendment, attached hereto as Exhibit A, is hereby approved and adopted.

BE IT FURTHER RESOLVED that the Executive Director of the RTA is hereby authorized and directed to take all steps necessary and proper to cooperate with the Lead Agency on the Project and comply with the amendment.

PASSED AND ADOPTED by the Board of Directors of the Regional Transportation Authority this August 6th, 2026.

RTA Board Chair

Certification:

Michael J. Ortega, P.E., Executive Director of the RTA, hereby certifies and attests that he has access to the official records of the Board of the RTA, that the foregoing Resolution was duly adopted by the Board of the RTA, at a duly noticed and public meeting, and that this Resolution has not been altered or amended and remains in full force and effect on the date stated below.

RTA Executive Director

Date: _____

Approved as to form:

RTA Attorney

EXHIBIT A
[Amendment to Intergovernmental Agreement]

ADOT CAR No.: IGA 21-0008100-I
Amendment No. One: 26-0011727-I
AG Contract No.: P0012021000503
Project Location/Name: Kitt Peak Linkage
Wildlife Crossing
Type of Work: Funding New Facilities
ADOT Project N: F0369 01D/03D/01C
TIP/STIP No.: PAG 26-04
ALN: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 101390

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE REGIONAL TRANSPORTATION AUTHORITY

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the REGIONAL TRANSPORTATION AUTHORITY, acting by and through its BOARD OF DIRECTORS (the "RTA"). The State and the RTA are each individually referred to as a "Party" and are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 21-0008100-I, A.G. Contract No. P0012021000503, was executed on June 1, 2021, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the RTA is empowered by A.R.S. § 48-5304 (12) and (18) to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the RTA; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the construction funding source; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:

The Parties incorporate the paragraphs set forth above as part of the body of this Amendment No. One.

I. RECITALS

Section I, Paragraph 3. is revised as follows:

3. The work proposed under this Agreement consists of the mitigation of wildlife permeability of various target species across State Route 86 (SR86), along the northern tier of the Baboquivari Mountain Range and across the expanded Kitt Peak Linkage. The improvements include design and construction of up to two overpasses at milepost (MP) 133.2 and/or MP 127.5, wildlife fence, cattle guards, escape ramps, and lateral access road measures to limit wildlife encroachment, at the Kitt Peak Segment and San Isidro segment (the "Project"). The State will administer the design, advertise, bid and award, and administer construction of the Project. The RTA will be solely responsible for costs associated with the Project (using a combination of available excise tax funds and/or regional funds as appropriate), shown in Exhibit A, as amended, estimated at \$5,704,000.00. If necessary, the State will enter into a separate agreement to address maintenance responsibilities.

II. SCOPE OF WORK

(NO CHANGES)

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 16. is revised, as follows:

16. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

THIS AMENDMENT NO. ONE shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. One.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

REGIONAL TRANSPORTATION AUTHORITY

By _____ Date _____
MICHAEL J. ORTEGA, P.E.
Executive Director

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
MATT MOUL, PE
Project Delivery and Operations
Division Director

EXHIBIT A
Kitt Peak Linkage Wildlife Crossing
Cost Estimate

IGA: 21-0008100-I
Amendment No. One: 26-0011727-I

F0369 01D/03D/01C

The Project costs are estimated as follows:

	Original Executed Date: <i>June 1, 2021</i>	Amend #1 <i>Pending</i>	AMENDED TOTAL
<u>ADOT Project Development Administration (PDA) Cost:</u>			
RTA's contribution @ 100%	\$ 228,000.00	\$ -	\$ 228,000.00
<u>Scoping/Design:</u>			
RTA's contribution @ 100%	\$ 772,000.00	\$ -	\$ 772,000.00
Subtotal - Scoping/Design/PDA	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
<u>Construction:*</u>			
RTA's contribution @ 100%	\$ 4,704,000.00	\$ (4,704,000.00)	\$ -
PAG 2.6 @ 100%	\$ -	\$ 4,704,000.00	\$ 4,704,000.00
Subtotal - Construction	\$ 4,704,000.00	\$ -	\$ 4,704,000.00
Estimated TOTAL Project Cost	\$ 5,704,000.00	\$ -	\$ 5,704,000.00
Total Estimated RTA costs **	\$ 5,704,000.00	\$ (4,704,000.00)	\$ 1,000,000.00
Total Estimated PAG 2.6% costs		\$ 4,704,000.00	\$ 4,704,000.00

*(Includes 15% construction engineering (CE) (this percentage is subject to change, any change will require concurrence from the RTA) and 5% Project contingencies)

**(RTA has paid the PDA/Scoping/Design costs in accordance with the Original Agreement and will be invoiced for the construction cost of \$4,704,000)

SUBJECT: Executive Director Update

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	August 6, 2026	Discussion/ Possible Action	7

The Executive Director will provide an update on upcoming activities.