



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

At or after 10:00 a.m., Thursday, September 24, 2026
1 E. Broadway Blvd., 4th Floor
Tucson, AZ 85701

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 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.

Members of the Board may attend the meeting remotely or in person. The meeting room will be open to the public. Members of the public are invited to attend the meeting via the public access link above if technologically available. Board members will be provided with a separate link to participate electronically as needed.

Members of the public may submit written comments relating to this meeting to info@RTAmobility.com within 24 business hours 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 Approvals**

The RTA Board will consider corrections and may amend the draft meeting summaries of June 5, 2025, Joint PAG/RTA Meeting, June 16, 2025 Joint RTA Board Meeting and August 6, 2026, Special Meeting, during the meeting prior to approval.

Action: The RTA Board will be asked to approve the meeting summaries as provided.

STAFF MEMO	ATTACHMENT(S):
	• June 5, 2025, Joint PAG/RTA Meeting
	• June 16, 2025, Joint PAG/RTA Meeting
	• August 6, 2026, Special RTA Board Meeting

4. **RTA Technical Management Committee (TMC) Report**

The Chair of the Technical Management Committee will provide a report from their Sept. 9, 2026 meeting.

This is an information item.

STAFF MEMO	
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5. **RTA Citizens Accountability for Regional Transportation (CART) Committee Report**

The Chair of the Citizens Accountability for Regional Transportation Committee will provide a report from their Sept. 9, 2026 meeting.

This is an information item.

STAFF MEMO	
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6. 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. Staff are available to report on any of these items.

Items a-b: Requires Action

Item c: Information

a. 2026 RTA Title VI Implementation Plan

Title VI of the 1964 Civil Rights Act and the 1994 Executive Order on Environmental Justice require that any federally funded planning, programming, and project implementation activities be free of discrimination.

ADOT requires that the RTA's Title VI Plan, Non-Discrimination Policy and LAP Plan be reviewed and approved by the RTA Board bi-annually. Staff has used an FTA-compliant plan template provided by ADOT. The 2025 RTA Title VI Plan has been reviewed and approved by ADOT's Civil Rights Office. ADOT's Title VI Program includes the Americans with Disabilities Act (ADA) and other nondiscrimination statutes that prohibit discrimination on the basis of race, color, national origin, age, sex, or disability in programs or activities receiving federal assistance.

The RTA's Title VI Plan outlines the manner in which the RTA's federally funded transit activities comply with the requirements of Title VI, how the RTA responds to complaints or allegations of discrimination, and how data is collected and analyzed to include Title VI populations. Changes to this year's plan include updating the ADA coordinator's contact information and modifying the verbiage from Limited English Plan (LEP) to Language Access Plan (LAP). Additionally, the plan contains the procedures for filing a Title VI complaint, as well as a copy of the Title VI complaint form, which is available in both English and Spanish.

STAFF MEMO	ATTACHMENT(S):
	• 2026 RTA Title VI Plan

b. RTA Sun Shuttle and Sun Shuttle Dial a Ride Contract Amendment

MTM's second contract amendment addresses exclusion of Route 685 variable and fixed rate costs, reduction of in-house paratransit trips, inclusion of expected TNC paratransit trip costs, and added vehicle insurance costs.

STAFF MEMO	ATTACHMENT(S):
	• Second Amendment to RTA-MTM Contract

c. Contracts and Agreements Report

STAFF MEMO	ATTACHMENT(S):
	• CAR Report

Suggested Motion for Action: Move to approve the consent agenda items as provided in the meeting materials and recommended by the Executive Director.

7. Memorandum of Understanding (MOU) between Pima Association of Governments (PAG) and the Regional Transportation Authority (RTA) for Fiscal Year 2027 to Fiscal Year 2031

PAG and the RTA have been cooperating for the past several years under a Memorandum of Understanding (MOU) which requires renewal for Fiscal Year 2027 to Fiscal Year 2031. The MOU specifically addresses personnel, offices and equipment administration, reimbursement, indemnification, insurance, financial books, annual reports, public records, inspections and audits for the upcoming year.

Suggested Motion for Action: Move to approve renewal of the PAG/RTA Memorandum of Understanding for Fiscal Year 2027 to Fiscal Year 2031 as provided in the meeting materials and recommended by the Executive Director.

STAFF MEMO	ATTACHMENT(s)
	PAG/RTA MOU for Fiscal Year 2027 to Fiscal Year 2031

8. RTA | Jurisdiction Master Intergovernmental Agreements (IGA) – City of South Tucson, Town of Oro Valley, Town of Marana, Town of Sahuarita, Pima County and City of Tucson

PAG | RTA staff will review the final Master IGAs between the RTA and the City of South Tucson, Town of Oro Valley, Town of Marana, Town of Sahuarita, Pima County and the City of Tucson prior to presentation to the RTA Board for final approval.

Suggested Motion for Action: Move to approve the Master IGA between the RTA and the City of South Tucson, Town of Oro Valley, Town of Marana, Town of Sahuarita, Pima County and City of Tucson and to adopt the accompanying resolutions.

STAFF MEMO	ATTACHMENT(S):
	Each IGA has an accompanying resolution:
	Master IGA between RTA and the City of South Tucson
	Master IGA between RTA and the Town of Oro Valley
	Master IGA between RTA and the Town of Marana
	Master IGA between RTA and the Town of Sahuarita
	Master IGA between RTA and Pima County
	Master IGA between RTA and the City of Tucson

9. RTA | Jurisdiction Master Transit Intergovernmental Agreements (IGA) - City of Tucson and Town of Oro Valley

PAG | RTA staff will review the final Transit Master IGA between RTA and the City of Tucson and Town of Oro Valley prior to the presentation to the RTA Board for final approval.

Suggested Motion for Action: Move to approve the Master Transit IGA between the RTA and the City of Tucson, and Town of Oro Valley.

STAFF MEMO	ATTACHMENT(S):
	Resolution and Master Transit IGA between RTA and City of Tucson
	Resolution and Master Transit IGA between RTA and the Town of Oro Valley

10. RTA Quarterly Report

PAG | RTA staff will provide an update on RTA Plan activities, including project delivery, financial components, program activities, and project performance tracking, analysis, and reporting.

Action: Discussion and possible direction to the RTA Staff based on the presentation of the RTA Quarterly Report and the implementation of the RTA Program.

Suggested Motion for Action: Move to authorize a letter to the Union Pacific Railroad.

STAFF MEMO	ATTACHMENT(S):
	Quarterly Report – September 2026 - Presentation
	Draft Letter to Union Pacific Railroad
	RTA Current Project Program Tracking
	RTA 2 Project Program Tracking
	RTA TPT Collections Fiscal Years 2024 through 2026

11. FY 2027 RTA Amended Budget

Staff will provide the RTA Board with information on the proposed amended fiscal year 2027 annual RTA budget.

Suggested Motion for Action: Move to approve Resolution 2026-023 adopting an amended RTA budget for Fiscal Year 2026-2027

STAFF MEMO	ATTACHMENT(S)
	Resolution 2026-023
	Recommended FY 2026-2027 RTA Amended Budget

12. RTA Delivery, 30% Design Approval, 1st Avenue from Grant Road to Wetmore Road (Local) and from Wetmore Road to River Road (Federal)

Staff will provide a presentation detailing this item and recommending approval.

Suggested Motion for Action: Move to approve the 30% design for the 1st Avenue project, from Grant Road to Wetmore Road (Local) and from Wetmore Road to River Road (Federal) in accordance with Section 5.3.e.i. of the RTA Administrative Code, adopted December 4, 2025, as recommended by the Executive Director.

STAFF MEMO	ATTACHMENT(S):
	RTA Quarterly Analysis: Presentation

13. RTA Project Delivery-Authorization for the RTA to Serve as Lead Agency for the Delivery of the 1st Avenue and Houghton Road RTA Projects

Staff will provide information regarding this item and request authorization for the RTA to serve as the entity responsible for the full delivery of the N. First Avenue, Grant Road to River Road, and Houghton Road, Broadway Road to Tanque Verde Road projects, in partnership with the City of Tucson.

Suggested Motion for Action: Move to authorize the RTA to serve as the entity responsible for the delivery of First Avenue (RTA #2006-14) and Houghton Road (RTA #2006-32) RTA projects in partnership with the City of Tucson

Suggested Motion for Action: Move to authorize the RTA Executive Director to execute contracts and acquire real property (rights of way) as necessary to deliver RTA projects #2006-14 and #2006-32.

STAFF MEMO	
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14. RTA Process Mapping

PAG | RTA staff will provide an overview of current RTA process-mapping efforts, including workflow documentation, roles, and procedural alignment across RTA programs.

STAFF MEMO	Process Mapping Presentation
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15. RTA Experience Builder Demonstration

PAG | RTA staff will present an overview of the Experience Builder mapping tool, followed by a live demonstration.

STAFF MEMO	ATTACHMENT(S)
	Example research document for RTA #6, Thornydale Road: Cortaro Road to Tangerine Road

16. Executive Director Report

The Executive Director will provide an update on recent and upcoming activities.

STAFF MEMO	
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17. Request for Future Agenda Items

Members of the RTA Board may request items to have considered for discussion on future meeting agendas.

STAFF MEMO	
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18. Executive Session

STAFF MEMO

11:30 a.m.

Executive Session pursuant to ARS 38-431.03 (A)(3) (discussion or consultation for legal advice with the attorney or attorneys of the public body) and (4) (discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation) regarding the following topics: Moghimi v. PAG/RTA lawsuit; WeDriveU billing dispute; Rio Nuevo property disposal dispute; status update on recent claims (Thomas, Russell-Gentry, Levine). Executive Session pursuant to ARS 38-431.03(A)(1) (discussion or consideration of employment of a public officer, appointee or employee of any public body) (Review of Executive Director's performance).

Executive Session pursuant to ARS 38-431.03(A)(7)(discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (right of way acquisition for projects identified in the RTA Next Plan).

19. 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	Sept. 24, 2026	Information	2

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SUBJECT: Meeting Summary Approvals

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 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 Sept. 24, 2026, meeting, RTA Board members are asked to please review the draft Meeting Summaries listed below:

- June 5, 2025, Joint PAG/RTA Meeting
- June 16, 2025, Joint PAG/RTA Meeting
- August 6, 2026, Special RTA Board Meeting

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

During the Sept. 24, 2026, meeting, the RTA Board may consider corrections and may amend the draft summaries prior to approval.

Special Joint Meeting

Regional Transportation Authority (RTA) of Pima County Board of Directors and Pima Association of Governments (PAG) Regional Council Meeting

Meeting Summary of Thursday, June 5, 2025, Joint Meeting

Full Video Recording (YouTube): [YouTube Video Recording](#)

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

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

Regional Council Members Present:

- Mayor Jon Post
- General Ted Maxwell
- Mayor Tom Murphy
- Supervisor Matt Heinz
- Mayor Roxanna Valenzuela
- Mayor Joe Winfield
- Chairman Verlon Jose
- Chairman Julian Hernandez
- Mayor Regina Romero

Regional Council Members Absent: None.

Staff Lead:

- Farhad Moghimi, Executive Director
- Dave Atler, Acting Executive Director

The following is an audio-to-text transcription of the joint **Regional Transportation Authority (RTA) of Pima County Board of Directors and Pima Association of Governments (PAG) Regional Council Meeting held on Thursday, June 5, 2025**, and is being used as the written summary of the discussion. Minor changes were made to the transcription to include grammar or formatting for clarity, YouTube links/time stamps, spelling corrections and the addition of the agenda number or items based on the posted agenda.

Agenda

1. Call to Order and Pledge of Allegiance

[Item #1 Video Link](#)

The meeting was called to order at 12:15 p.m.

Mayor Romero opened the meetings and requested that we begin with the Joint PAG Regional Council and RTA Board Meeting followed by the PAG Regional Council meeting then the RTA Board meeting. It was confirmed that it will be a joint roll call.

Mayor Romero: Let me just read the title. Let's see, it is a joint meeting of the Regional Transportation Authority of Pima County, Board of Directors and the Pima Association of Governments, Regional Council, taking place today, Thursday, June 5, 2025. If we could start with roll call, please.

MEMBERS PRESENT AT ROLL CALL:

- Mayor Romero
- Mayor Winfield
- Chairman Hernandez
- Chairman Jose
- Mayor Post
- Mayor Murphy
- Mayor Valenzuela
- Supervisor Heinz
- General Maxwell

Mayor Romero: Thank you so much, and I know that we traditionally do the Pledge of Allegiance, so if everyone can stand and join me in the pledge.

All: I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

Mayor Romero: Thank you all so much. All right, so we move on to item three, the RTA Board of Directors and PAG Regional Council. Oh, call to the audience, I'm so sorry. I skipped two. Item two is call to the audience.

2. Call to the Audience (Remote Access Option)

[Item #2 Video Link](#)

Adam Ledford: We do have a speaker today, Madam Chair. Speakers are limited to a three-minute oral presentation and may submit written comments of any length for the board's files. Call to the audience is limited to 30 minutes. Individual members may respond to criticisms made by those individuals who have addressed the board. 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. And caller, thank you for being here today. This is Elise Lawson, you are now going to present to the special joint session. Please start your comment by stating your name for the record. After that, you'll have three minutes to address the boards. At the two-minute mark, I will politely cut in and request that you wrap up your comments. You may now proceed with your comment.

Elise Lawson: OK, so I worked for PAG for 11 years. I retired in April 2023. I wasn't planning on retiring at that time, but the stress of the job was impacting my health, morale was low, and many of my coworkers were departing. I gave the required two-month notice. As my retirement date approached, I met with HR to discuss the logistics of my departure. I was presented with a separation agreement called General Release of All Claims Agreement. The basis of this agreement, which was implemented by Mr. Moghimi, is that we agree to the money owed to me by PAG, such as my unused PTO and any reimbursable expenses. I then could not make any further claims of PAG. This agreement contains additional requirements of me if I am to receive the thousands of dollars owed from unused PTO. First of all, I must not tell anyone, excluding my lawyer or tax advisor, about this agreement. It is confidential. I certainly could not tell the Regional Council about this agreement. Second of all, I am not allowed to criticize PAG or RTA or act in any way that could be seen as harmful to the organization. In other words, I am not allowed to write a letter to the editor that may be critical of PAG or RTA

policies. I am not allowed to question any PAG or RTA plans at a public meeting or speak at call to the audience. I am not allowed to submit negative comments at any hearings or comment on any plans when PAG asks for public input, even though I am a resident of this community and no longer employed by PAG. Finally, I am not allowed to participate on any PAG or RTA committees, even though I may have relevant work experience or education that is pertinent to the work of that committee. I could not serve as a citizen volunteer on EPAC, the CART, the CAC, or the TRP Task Force. The reason I am able to be here today to discuss this agreement without fear of legal action by Mr. Moghimi is because I did not sign it. I gave up thousands of dollars from accrued PTO so I could retain my First Amendment rights to speak freely about important issues facing this community.

Adam Ledford: I apologize for the interruption, that's two minutes.

Elise Lawson: I don't know if this agreement is legal. I don't have the resources to pursue a lawsuit, but I do know it is unethical and certainly not the way to treat former employees with years of public experience. I am not aware of any other organizations that require such an agreement at the time of retirement or resignation or restrict former employees' actions in this manner. I ask that you eliminate this practice after you terminate Mr. Moghimi's employment. Thank you for your time and consideration. I have copies of this agreement if you would like, I can pass them around. Thank you.

Adam Ledford: Madam Chair, we have no more speakers at this time.

Mayor Romero: No additional speakers?

Adam Ledford: That is correct.

Mayor Romero: And then just for the record, we are being distributed the agreement. Thank you. All right, now we can move on to item three.

Supervisor Heinz: Oh, Chair, could we respond to that or –

Mayor Romero: I'm sorry?

Supervisor Heinz: Could we respond to that or direct staff or future staff to –

Mayor Romero: You could give direction for any future action, but we cannot take any action.

Supervisor Heinz: I don't mean direct, yeah, OK.

Mayor Romero: No, OK.

Supervisor Heinz: So I just, I think once we have agreed upon an appointed interim counsel, we should direct this matter to the interim counsel as to whether or not the practice of a nondisclosure is acceptable and lawful, and if not, what we can do to remedy that in the future.

Mayor Romero: Yes. Thank you, Supervisor, and all right, now we can move on to item three. Thank you for that.

3. Continued Discussion and Consideration of Legal Counsel Procurement Process

[Item #3 Video Link](#)

Mayor Romero: Item three is continued discussion and consideration of legal counsel procurement process. The RTA Board of Directors and the PAG Regional Council will review, discuss, and consider the procurement process for retaining legal counsel. They may also discuss the scope of services desired in the terms of a proposed contract, whether for interim and or permanent legal representation. The governing bodies may provide direction to staff regarding the initiative of a process to secure legal representation for both entities. However, considerations regarding the selection of interim or permanent counsel and the awarding of any contracts will need to be properly posted and discussed at a future meeting following the completion of the selection process. So, Supervisor Heinz, I know that you had discussed this previously in a meeting in May that I was unable to attend. Would you like to get the floor?

Supervisor Heinz: Yes, thank you so much, Chair. I have, well, one, I've talked to outside counsel with regard to this item, and it is their opinion, unfortunately, that just because this refers to discussion of a process and not a specifically noticed action item, we can certainly discuss this, but it would be likely more consistent with open meeting law if we vote to affirm this appointment or an interim counsel appointment at the beginning of a future meeting. So, I just wanted to clarify that information. I have been in discussion with, since our last attempt at an interim counsel, that he decided not to work with us, unfortunately. I have reached out to a firm, a local firm, DeConcini McDonald, and have some biographical information for the two members of that firm who are willing to take on a role as interim counsel as soon as our next meeting, whenever we decide that is. And I can't move that we actually appoint them now, but I think I've explained as to why, but I'm happy to entertain or hear any other thoughts or suggestions from members of the council and board.

Mayor Romero: Thank you so much for doing some of that leg work for the board and the Regional Council, really appreciate it. Thank you, Mayor, and I really appreciate it. I think that, yes, we do need legal representation, and we need to act immediately. I understand why the hesitation to not appoint immediately because it wasn't discussed publicly, but does any other Regional Council or RTA Board member have any other suggestions for interim legal counsel?

Mayor Windfield: Madam Chair, I do have one suggestion and that individual's name is Pierce Coleman.

Mayor Romero: OK.

Mayor Winfield: I didn't speak to Mr. Coleman in advance of this meeting, but I think given our experience from the last meeting, I think it would be good to have a few candidates for consideration so that if we have the repeat experience of someone declining after learning more about what the interim counsel responsibilities are that we have some other options so we don't find ourselves in this position of having to come back, so Pierce Coleman.

Mayor Romero: Pierce Coleman. And Mr. Coleman, do you have a CV for him?

Mayor Winfield: I don't –

Mayor Romero: Because I would suggest that he submit one maybe and we post both Mr. Coleman's and the DeConcini law firm team that is willing to represent us in an interim basis in our packet for the next meeting so that we can have, we can select, we'll be ready to select at the next meeting. And I'm –

Mayor Murphy: Madam Chair.

Mayor Romero: Yes, Mayor.

Mayor Murphy: If we select, we won't have the payment and things like that. So what I was thinking was that maybe the chairs, the two chairs, once they pick a date a week out for CVs or whatever it might be, or if anybody else has a suggestion in the interim, submit it to the chairs, or if you want to expand it to the chairs and vice chairs. Because I think the difficulty will be, we might approve a CV, but at what rate, what is their background, how long, those types of things.

Mayor Romero: Right.

Mayor Murphy: So you might want to have more clarity on some of the details so we can, outside of just the CV, be voting on more of the details of it. So that's just another suggestion.

Mayor Romero: And that's a great point because I don't have any of the information from our previous legal counsel. And so I would love to be able to see. I believe I've requested that information a couple of times. I haven't received it, and I'll request it again so that we know what type of contract we had with Mr. Benavidez and compare, right?

Mayor Murphy: Right.

Mayor Romero: Of course, attorneys always have their own rates.

Mayor Murphy: Right.

Mayor Romero: So we might want to ask, what's the going rate for these two law firms?

Supervisor Heinz: If I may.

Mayor Romero: Go ahead, Supervisor.

Supervisor Heinz: I didn't do a very good job of explaining why I just passed out those papers. So if I could, this firm and these two individuals, Lisa Smith and Cecily Stamps, already provide legal representation to public entities on a day-to-day matters, such as personnel issues, contract disputes, policy matters, non-profit organization management, which is technically what we are, employment law, public policy, as well as procedural matters, such as adhering to open meeting law, all that kind of stuff. So, they are local, which I always like to have our funds staying local as much as possible and are willing to step in on interim and/or permanent basis if that is something that we want to include them in consideration for that. The other nice thing is they are willing to, and I know we have to obviously talk about contract and things like that, but they're willing to, at the next meeting, when this appointment is made, they're willing to serve as counsel at that time immediately and figure out some of those details later.

Mayor Murphy: And, Madam Chair?

Mayor Romero: Yeah, go ahead, Mayor.

Mayor Murphy: And I have an experience with Pierce Coleman ourselves, so that's why I thought it would be good for at least a couple of people to vet through some of those things, because it sounds like Supervisor Heinz's folks have some great credentials.

Mayor Romero: Yeah.

Mayor Murphy: I know Pierce Coleman does, and they cover the same kinds of things, liability, HR, across the board, they have a deep bench. They represent multiple municipalities. I think they're with a pool, the insurance pool for a lot of our cities and

towns. That's why I thought it was important to have a small group at least to try to vet through some of those things, bandwidth, depth, all of those costs. Of course, all those types of things.

Mayor Romero: You're right, absolutely. Mr. Chair?

Mayor Murphy: He has his hand up.

Mayor Romero: Mr. Maxwell.

General Maxwell: Yes, thank you, Madam Chair, and again, my apologies for not being there in person today. I agree that we need to open it for other candidates if they are interested in taking the position. I always get a little concerned when we use the word interim versus maybe special counsel. Depending on what we are trying to do with this short-term hire versus the long-term hire, I think we need to define those roles. I'll tell you one of the issues with the previous candidate that we had was that as they learned what was going to be immediately expected of them, they didn't figure as an interim they were going to be able to do the correct thing to learn all of our statutes. While all these lawyers we're talking about engaging with are going to know the law, employment law, non-profit law very well, they're not going to be familiar with our statutes. So I think it's important if we're looking to get a lawyer on base so that we can handle with some of the immediate concerns and issues we're dealing with right now, we might need to find that in a special category. But if we're going to go with the interim, the expectation for them to ever be up with the very specific state statute dealing only with the Pima County Regional Transportation Authority in an interim basis is very difficult. And so I know there's not an easy answer to it, but I do believe if we're looking to bring in an interim or sometimes special counsel, just to deal with current issues that we're dealing with before we can move forward with everything else, the voters and the citizens of Pima County need, we may want to consider that, but either way, I would like to see us try to get this done within the week, two weeks at most, and I know that's difficult.

Mayor Romero: Mr. Maxwell, really appreciate it. I was just talking to Mayor Winfield, and we are both willing to get together and see exactly what we can do to advance this. But point taken, Mr. Maxwell, I think it would be appropriate for us to be able to talk to

the suggested attorney so that we could say, hey, look, there's the statutes for RTA, the different statutes for PAG, and would you feel comfortable with them? So even maybe have a conversation and then try and get a CV from them and the details about how much they charge if they can start immediately with us for the next meeting because we cannot continue having no legal counsel for these meetings.

General Maxwell: Thank you, Madam Chair.

Mayor Romero: Thank you. Any others, either questions, comments, input on this particular item and the way that we should do it? Mayor Valenzuela.

Mayor Valenzuela: Madam Chair, I was just wondering –

Mayor Romero: I think you need to –

Mayor Murphy: Yeah, just move it closer to you.

Mayor Valenzuela: Thank you. I was just wondering if the attorney Coffman gave a reason of why he declined the position? Or members of the board?

Mayor Romero: I wasn't here, so this is curious for me. So, Chairman?

Mayor Winfield: At the direction of the board, myself, Mr. Moghimi, and Vice Chair Mayor Murphy, we contacted Sam Coffman at the direction of the board and we had about a one-hour conversation with him. During that conversation, I asked if I could follow that up because I had asked some questions that he deferred because of the composition of the individuals that were on the call and so we exchanged numbers, and I called him the next morning, and he told me then that he was going to decline serving as an interim. He did send an email, and so I'll read it. After our call yesterday and upon reviewing the action items we covered, along with careful review of the February memo from Farhad and Thomas, I've concluded that we do not have the expertise to advise PAG on these matters, including RTA regulations and other related statutory provisions that apply to your region and that are not in our wheelhouse in Maricopa County. I apologize for any delay this may cause, but do believe that PAG will be best, I think PAG

and RTA, PAG will best be served by proceeding to engage counsel for the long-term and not on an interim basis. So in my conversation with Mr. Coffman the following day, he explained that he felt that, and again, I think this is to Mr. Maxwell's point is that maybe we need to be more specific about these services that we're asking this special counsel or interim counsel, however you want to refer to them, because it was at least of his opinion that his firm would have to charge a significant rate to get up to speed to be able to offer a legal counsel to the board. And he felt like as an interim counsel that we would then, by bringing on a permanent counsel, that would be repeated, would be repeating, there'd be these additional costs. So that was his thinking.

General Maxwell: Madam Chair.

Mayor Romero: Mr. Maxwell.

General Maxwell: Yes, and I think Mayor Winfield did a great job summarizing Mr. Coffman's concerns and the increase in what they'd have to charge us for a short-term interim position was to learn all the RTA rules and regulations. So any interim that we put any expectations for them to advise us on the legalities of anything we're dealing with regards directly to RTA statute, they're all going to have to do the same thing. They're all going to have to spend time and therefore charge us money to spin the firm up in order to deal with that. So that's why I did bring up the idea if we are going to go with an interim or special, we need to be very focused on what we're asking them to do knowing they may only be with us for a month or two or we're going to be, it's not a good use of public funds and I think they're even concerned from a legal perspective. It's not good use of a lawyer to go in and knowingly bill you at that rate for something they're going to do for two months.

Mayor Romero: And to your point in terms of the time, I don't think it's going to take two months. To be honest with you, I think it's going to take a bit more only because we have to have another conversation about the process that we want to use for a long-term attorney and then you have that, not sure if we have procurement and then we go out for a search, usually searches take 60 days and so it will take more than two months in my opinion, only because we've gone through searches and all of us have in our cities and they usually take three or more months and so we cannot continue being without legal

counsel and that has to happen immediately. So that's why the interim, right? The interim is for immediate action and the long-term, it might be someone different, it might be the same and we don't know, but we do have to open it up and see who can bring the best experience to us.

Mayor Murphy: Madam Chair.

Supervisor Heinz: Mayor Romero.

Mayor Romero: OK, there's two, Supervisor Heinz and then Mayor.

Supervisor Heinz: Thank you and I think one key difference we have to remember is that Mr. Coffman was not a person who was interested in the long-term position and so I think looking at, again, this local form or potentially the other, Pierce Coleman, these folks could certainly be candidates to take on that long-term role and if that makes the most sense and is most cost effective for the taxpayers and for this body, we can do that but with Mr. Coffman, there was not really that option so I think that's a key difference to remember.

Mayor Murphy: Chair.

Mayor Romero: Mayor Murphy.

Mayor Murphy: No, to the similar point that Supervisor made and you made, it's probably going to end up being a hybrid because if it's too selective, in my opinion, on a short-term basis, we're looking at August, right that we need to potentially come up with an RTA next plan, so I could literally see the permanent interim or the permanent attorney could actually not be on board by that time so I wouldn't want to be too micro on the interim because they are going to have to advise us, I think, on some RTA-PAG issues. Now, they may not have the expectation they want to be forever with us but to have it too confined, I think that puts us in trouble because I agree with you, we've gone out two and three times on various searches so let's just say it took us four months to find a permanent, not to have somebody interim that could advise us on these projects and all the other things that we're dealing with. I think they're going to have to be a little

more up to speed and broad. It will take some money probably but the RTA next is a \$2.4 billion ask so I think we want to have somebody that is at least somewhat competent in that area.

Mayor Romero: Absolutely agree. Any others? So we have no motion on the floor, this is just for discussion. As I understand it, we are going to request CVs and any other letter of interest from two law firms, Pierce Coleman and the DeConcini law firm, and then we're going to make sure that at our next meeting we have the CVs and letter of interest and information. The RTA Chair, Mayor Winfield, and I can gather and review the previous contract with our attorney just to see what we were paying him and what the contract says. So we can make that available as well to the RTA Board and the Regional Council members. Am I missing anything?

Mayor Murphy: Just setting the expectations, sorry, Chair -

Mayor Romero: Do we have, I think we should select a date but I believe we have a July meeting, July 31, so we would have to meet before, and I also wonder if it needs to be another joint meeting.

Mayor Murphy: Yes, I think so.

Supervisor Heinz: I think so

Mayor Winfield: I think so.

Mayor Romero: OK, so we can review what our good days, I think we need to meet before July 31 so that we can move on this quickly. We can always send out a poll to see what's a good day for all of us.

Supervisor Heinz: Sure, and I would suggest that, Chair, Chairs.

Mayor Romero: Supervisor.

Supervisor Heinz: I don't know how to, OK, that maybe with regard to what General

Maxwell said, I do think getting this done at the latest, two weeks time, so maybe looking at June 19 or before to give us not a specific date but just no later than June 19 and hopefully earlier than that.

Mayor Romero: OK.

General Maxwell: Madam Chair.

Mayor Romero: Mr. Maxwell.

General Maxwell: Yeah, the thing that I would add is a lot of these firms, we could ask them if they don't have it. I appreciate that you and Mayor Winfield will review what we were paying but a lot of them might have standard rates for non-profit organizations and for different entities, and they may be able to give us an insight into what their fees would be just so that we have that all because if we get to the point where we like a CV, we like what their idea is and then somebody says, well, we haven't seen what they're going to charge yet and then we have to, it just delays the process. So, anything that we can get prior to that two-week point because I agree completely with Supervisor Heinz. Getting a legal counsel for us is significantly important because not having it is creating a lot of issues.

Mayor Romero: Yes, absolutely. Any others? Chair Winfield? OK, all right. So we will absolutely meet and try and move forward the process and then of course, there's a request that we have this before June 19, Supervisor, I think you said. OK, and then we'll try and do a doodle poll on what dates are best for all the colleagues to have a continuation. Thank you. So that was item three.

4. Discussion, direction, action on Executive Director's current Employment Contract, Consideration of Appointment of Interim Executive Director as requested during the May 22, 2025, joint meeting of RTA and PAG Board of Directors

[Item #4 Video Link](#)

Mayor Romero: Item four, discussion direction action on executive director's current employment contract, consideration of appointment of interim executive director as requested during the May 22, 2025, joint RTA/PAG Board of Directors meeting. Supervisor.

Supervisor Heinz: Thank you. I actually have two motions. I'll list the first motion and we can discuss and vote on it, but then I also would like to make a second motion related to this item if that's possible. OK, so firstly, I would move that we terminate the contract for the executive director effective immediately pursuant to section six of the employment agreement we have.

Mayor Romero: There is a motion on the floor.

Mayor Valenzuela: I'll second.

Mayor Romero: There's a motion and a second. Any further discussion?

Mayor Murphy: Madam Chair.

Mayor Romero: Mayor Murphy.

Mayor Murphy: Well, based on our previous conversation that we just had and talking about how important it is to have legal representation, at this time I'd be voting no on that only because of the fact that when you're dealing with HR issues, whether it's continued to whatever that date is, the 19th or 20th, and you could add that to some of that discussion, but not having legal representation when we're taking on such a heavy issue, such as this, I think opens us up potentially for liability. It doesn't seem like we're going to continue anyways until we get legal representation. So, I just wanted to clarify my vote that I'll be voting no just because of the legal representation at this time.

Mayor Winfield: Madam Chair.

Mayor Romero: Chair Winfield.

Mayor Winfield: Thanks. I'll be voting no as well. Of course, as we all know, our legal counsel resigned approximately six weeks ago. We've not secured permanent legal representation and, in my view, and I think it's pretty clear that that's our first priority. And so I'm grateful that we've had this discussion as a board previous and then again today. So I think we certainly are making a valiant effort to make that happen. I think that's important before we take any action either to retain or remove the Executive Director and I'd like to cite some similar reasons that Mayor Murphy said, first to mitigate legal risk. I believe any action we take, particularly one as significant as removing an Executive Director must be legally sound. Without legal counsel, we're exposed to potential claims of wrongful termination, breach of contract, or procedural error. Second, I believe we each have an obligation to preserve the integrity of the process. Legal guidance ensures our actions align with RTA bylaws, employment law, principles of due process. That's not just a legal necessity, it's a responsibility that I feel we owe to the Executive Director, the public, and to each other. Third, to maintain stability and public trust, acting with deliberation demonstrates that we're making decisions for the long-term health of the organization, not in haste or out of political expediency. Legal counsel can help shape a proper separation process if that's the decision, advise on interim leadership, that could be future legal counsel, ensure the organization continues to function effectively during a change in leadership. That said, I recognize and respect that there are differing views on this board and that some members may feel urgency due to concerns about leadership performance or direction. I'm not dismissing those concerns, but I believe that delaying action until we have legal counsel is not an effort to avoid a decision. It's an effort to make the right decision and to do it in the right way. And for those reasons, I think obtaining legal counsel is really critical and so I'll be voting no.

General Maxwell: Madam Chair.

Mayor Romero: Mr. Maxwell.

General Maxwell: Madam Chair, thank you for ceding the floor. I too am concerned about the legal counsel advice, but I've got some other concerns. And one of them is the expediency that the citizens of Pima County deserve. We've been dealing and grappling with this issue for quite a while, trying to handle it. And they deserve us to keep trying to move forward as we've got some important decisions regarding both PAG and RTA in

the near future. But I also feel very strong that when we're dealing with executive management, we should always take a professional approach. And for these reasons and in the spirit of due process, I'm going to offer a substitute motion. My substitute motion reads that the board requests or offers the executive director to submit and offer for us to accept his resignation and also to immediately place the executive director on two weeks of paid administrative leave to consider this offer.

Mayor Post: I'll second that motion.

Mayor Romero: There's a motion and a second. Any discussion on the motion on the table?

Mayor Winfield: I have a question.

Mayor Romero: Chair.

Mayor Winfield: So General Maxwell, is the intent of the two-week administrative leave, is that to give the board the opportunity to, if the executive director makes the decision to submit a resignation, is that for us to review that resignation? Can you just elaborate a little bit on what –

General Maxwell: Yeah, in accordance with the contract, we are allowed to offer to accept his resignation should he make one. By placing the executive director on two weeks of paid administrative leave to consider this offer, he can one, make a decision of whether he wants to give an unconditional resignation or another offer to that resignation. It also gives us an opportunity with the June 19 due date to set ourselves closer to legal counsel. So, I'm very concerned with the current first motion on the table without having access to legal counsel. I know each of you has your legal counsel in your professional role. I rely on the legal counsel of the board and at this time, we don't have one. So, before we take that kind of measure, I really think the better option is for us to open an offer to the executive director to accept his resignation and then put him on two weeks of paid leave for his consideration of that offer.

Mayor Romero: Mayor Murphy and then I'll go to Supervisor Heinz.

Mayor Murphy: And General Maxwell, does that also open up the timeframe if the executive director wants to offer, well, I would maybe do that if these conditions were met, is that part of that two weeks to allow for that opportunity?

General Maxwell: And Madam Chair, Mayor Murphy, if we had a legal counsel, we'd be able to find out if that's a possibility with the contract specifically saying, if he submits his resignation unconditionally, it's effective immediately upon that submittal. But I do not believe, and I'm not a lawyer, that anything would prevent him from submitting a resignation with other than unconditional.

Mayor Murphy: Thanks, and Madam Chair, and then, sorry, Madam Chair.

Mayor Romero: Yes, go ahead, Mayor Murphy.

Mayor Murphy: And that your anticipation would be to allow that to happen once the attorney came on board if it –

General Maxwell: Madam Chair, Mayor Murphy, honestly, the anticipation would be we'd need to have a legal counsel to tell us if that's an acceptable form. I do believe that would open up the opportunity for the conversation of a resignation. But again, I'm a member of the board and I'd love to have a legal counsel right now that could tell us if accepting that. If he, according to the contract, if he was to unconditionally submit his resignation, the termination date would be immediate and he'd be entitled to all severance as outlined in his contract.

Mayor Murphy: OK, thank you.

Mayor Romero: Supervisor Heinz.

Supervisor Heinz: Thank you. I do have a copy of the contract and I was, well, for the purpose of clarifying Section 6, which I referred to in my initial, the original motion, Section 6, Termination A. For the purposes of this agreement, termination shall occur when, one, the majority of the Regional Council votes to terminate the employee at a

duly authorized public meeting. There is no mention of legal counsel. We are at a duly noticed public meeting of this body, a joint one, in fact, which is not actually necessary. But what also, that Section 7 discusses the separation and any resignation forfeits severance. Any. So I don't think that makes much sense to do that. And I, therefore, respectfully, General, would oppose your substitute motion.

General Maxwell: Madam Chair.

Mayor Romero: Go ahead, Mr. Maxwell.

General Maxwell: Yeah, Madam Chair, Supervisor Heinz, I understand that interpretation. Reading it a couple of different times, I think that's not as clear, both the termination via the majority vote, which is absolutely correct. That is the first opportunity. But as I, as a layman read it, he'd be eligible for the severance either way. Whether he unconditionally resigned or if he voluntarily submits, that's when things change. So that's, like you said, that is in Section 7. I'm purely talking the comments in Section 6 or 5, whichever one has, what you first outlined.

Mayor Romero: Mr. Maxwell, I will not be accepting or voting, I will be voting against your substitute motion. I believe that it is for the good of the public that we move forward in both PAG and RTA. You all have witnessed, as well as the public, the concerns that I have had with this particular executive director. And there's timelines that we have to, work on and, unfortunately, I have lost all confidence that Mr. Moghimi will help us move along the work that the public deserves. So any other comments, any other –

Mayor Murphy: Madam Chair, just one last comment.

Mayor Romero: Mayor Murphy.

Mayor Murphy: Back to the Mayor Winfield and the General's point about legal representation, I'll be voting no on the original one, yes on this one, because whether it opens up the organization to liability or us personally for liability under wrongful termination, I just think going on for a while, so a couple more weeks, I think would protect us, most importantly, both organizationally wise and personally.

Mayor Romero: Chair Winfield.

Mayor Winfield: Thank you. I appreciate the substitute motion. Unfortunately, I'm going to vote no on both of these motions for the reason I've stated. We don't have legal counsel. This is significant action. I believe it puts the board at significant risk. Again, I'm acknowledging that members of the board have their differences. I think that it would be prudent to obtain legal counsel, whether that's interim or permanent, and then go forward with this decision. I see no compelling reason to put to, and I simply am not going to take that risk. I'm going to try to distance myself as much as possible from it. But I'll be voting no on both of these motions.

Mayor Romero: Chairman Jose.

Chairman Jose: I want to apologize for my delay, I was in a federal consultation, which was talking about all the other things that are facing this country. But all I would like to say, Verlon Jose here, Chairman of Tohono O'odham Nation, in participating with this Regional Council, I believe that we have a role to play here. I believe that each and every one of us sitting here are the heads of a jurisdiction that the people entrusted us to be heads of. I believe that we bring to this table, we bring to this organization the qualities, the knowledge, or the lack thereof, to this table. I do not have a degree, I'm not an attorney, just a simple man here. And what I do bring to this table is that, and I'll tell you truthfully and honestly, I have no personal issues with any one of you in this room, yet. That's not my person. But what I do want to say is that I believe that sitting here gives me a role that I have to play to represent the people, to represent the people. And it does concern me about some of the most recent incidents that have taken place by merely not following what this council says, or maybe it's a minor oversight of something, but we're dealing with issues on behalf of the people. Do we need legal counsel to tell us? I think legal counsel, there's a person that's a lot wiser than me that I served as the vice chairman under, and he made a comment one time, he said, the attorneys are here to advise us, to give us legal advice. They're here to advise, from whatever issue that we're dealing with in accordance with the law. The legal counselss do not make decisions for us. We make decisions. The leaders, the people elected to provide leadership to them. And I sit here, nobody wants to be dealing with these things. Over

the last few months, we've been dealing with some really heavy things here because of the organizational structure or the lack thereof with the two councils that we have here and it's concerning. It's concerning because, and I say this with utmost respect, it appears that we were operating in a dysfunctional form of council, that we weren't in agreement with each other, and we're all pretty adamant about our role here, and we want to do something, but it really is disheartening because we shouldn't be having these discussions like this. When there's so many issues that are facing our county, that are facing our people, that we shouldn't even be having these discussions. But it's unfortunate, and we're here, and we're here at this point for a reason, because there are concerned individuals. There are concerned board of directors here because of issues that affect the people that we represent collectively as a Regional Council. So if we're saying that we need legal counsel here, can somebody show me where it says that every action of this council cannot be taken unless they have legal counsel? Some of you do have legal counsel that assist you. I don't, I think we got, well, first of all, I think we got too many attorneys that work for us, but I didn't say that. I'm coming here with just my basic human common sense on looking at this. And I think without an attorney, sometimes we just prolong it. But yet we're sitting here on this council with responsibilities for the reason that we're here. Now, we continue to push it off until we get legal counsel. It's going to prolong that when we got business that we need to do. As long as we're doing it within the legal confines of the law, I don't think we're doing anything wrong. I think we're doing what we need to do in the best interest of the people we represent on this Regional Council. So I just wanted to say that because it is concerning to me that I think we're prolonging this long enough. We got business to do. We all got, on the side of this, we've got cities to run, governments to run. And I sat this morning for four hours waiting to provide my statement to the federal government because that's what the people elected me to do. I sat on the side of the road to do whatever because my commitment was to get here. But I have a commitment to serve my people to the federal government. And I'm going to do what I need to do within all the legal, ethical, and respectable actions that I need to do. I think we need to move forward. I, one, in my administration, is one of our missions is to build that trust. I think that trust has been fractured here. I think we've been lied to, but according to the information I've seen and received, and that we've heard here in this meeting, there was no truthfulness. Are we supposed to continue to operate in that manner? So for all those intended reasons and statements, I believe we just need to move forward. And if we do something

wrong, I think that we're all experienced and educated enough that if we were to be violating any law, that we probably wouldn't be going down this road. But we're trying to move along because we've got work to do here. Those are my comments, thank you.

Mayor Romero: Thank you, Mr. Chair. Any others? If not, we're going to go to roll call. All right, so we are going to vote on the substitute motion made by Mr. Maxwell. Let's go to roll call. Can someone help us? And this is on the substitute motion.

SUBSTITUTE MOTION MADE BY GENERAL MAXWELL:

City of Tucson:	No
Town of Oro Valley:	No
Tohono O'odham Nation:	No
Pascua Yaqui Tribe:	No
Town of Marana:	Yes
Town of Sahuarita:	No
City of South Tucson:	No
Pima County:	No
Arizona State Transp. Board:	Yes
Failed:	7-2

Mayor Romero: Motion fails, let me see, by three?

Adam Ledford: By three. Three to six.

Mayor Romero: Three to six. Thank you for keeping me on track there. And now to the original motion. This was done by Supervisor Heinz. Can we go to roll call.

Note: *Following the meeting, the vote was confirmed to be 7-2 as noted in the roll call vote above.*

ORIGINAL MOTION MADE BY SUPERVISOR HEINZ:

City of Tucson:	Yes
Town of Oro Valley:	No
Tohono O'odham Nation:	Yes
Pascua Yaqui Tribe:	Yes
Town of Marana:	No
Town of Sahuarita:	No
City of South Tucson:	Yes
Pima County:	Yes
Arizona State Transp. Board:	No
Passed:	5-4

Mayor Romero: And then just for clarity, Chairman Jose, was that a yes?

Chairman Jose: Yes.

Mayor Romero: OK, and then Chairman Hernandez, was that a yes?

Chairman Hernandez: That's a yes.

Mayor Romero: OK, so motion passes by a vote of?

Adam Ledford: Five to four.

Mayor Romero: Five to four, OK. I know Supervisor Heinz, you had an additional direction?

Supervisor Heinz: Yes, I had a second motion pertaining to the second portion of this particular item with regard to appointment of interim executive director at a subsequent meeting, at the same meeting that we are going to work on a date for. I move that we appoint a working group to bring together a list of qualified local individuals and that working group consists of yourself, the Chair of PAG, the Chair of RTA, the state, so General Maxwell and myself representing Pima County, the four of us, to generate a list

that can then be reviewed by the entire body at the subsequent meeting in a personnel executive session following the appointment of interim counsel so that we can select someone from that list.

Mayor Romero: And you're doing that in the form of a motion?

Supervisor Heinz: Is in the form of a motion, thank you.

Mayor Romero: Alrighty, there's a motion on the floor, is there a second?

General Maxwell: I'll second that.

Mayor Romero: There's a motion and a second. I was just about to ask, Chair Winfield, if you're being volunteered. So I wanted to make sure if you felt comfortable with that. Mr. Maxwell, you felt comfortable with that as well?

General Maxwell: Yes, Madam Chair.

Mayor Romero: OK, so there's a motion and then a second. Any further discussion on this motion? Hearing none, I don't know if we should go to roll call or just a voice vote.

Mayor Winfield: You can just do a voice note.

Mayor Romero: Chair Winfield says voice vote. So, all those in favor of the motion, please signify by saying aye.

Members: Aye.

Mayor Romero: Any against? Motion carries. I know in terms of the structure of PAG RTA, there is a deputy director. The deputy director then should assume responsibilities as we work to make sure that we get legal counsel, and of course, I traditionally see Jacki here taking notes and helping us with that. I don't know if that will continue to be the case, but the infrastructure of both the PAG and RTA in terms of personnel and employees are still there. And under rules of the PAG, when the deputy executive

director is not here, then the deputy director should take the reign of the organization. So with that, I will.

Supervisor Heinz: Chair. One quick thing.

Mayor Romero: Yes.

Supervisor Heinz: Chairs, would it be prudent for us to specify in this open session the upcoming agenda just so staff can have clarity about what that will need to be? OK. I think our first item of business should be to appoint interim counsel as we discussed the need for that. The second item should be to convene a personnel executive session with that counsel present to interview the candidates brought forward by the working group that we just approved to interview interim executive director candidates. And then following that, in open session, once that is concluded, the appointment of an interim executive director should be at least three things that we have on our agenda for the next meeting on or before June 19 as we discussed.

Mayor Murphy: Madam Chair, could I just add –

Mayor Romero: Yes, Mayor Murphy.

Mayor Murphy: One additional item because both for the attorney, we have the interim plus we have the permanent, and we've only had a discussion on the interim executive director. So, I would ask to be included to put a process together or maybe that's the interim director to put a process together to select a permanent one. I just didn't want that to be forgotten.

Mayor Romero: To add that –

Mayor Murphy: Yes.

Mayor Romero: OK, so that we can have a discussion. And I assume, Supervisor Heinz, that we'll be requesting a joint meeting as well of the PAG/RTA?

Supervisor Heinz: Yes, that would make the most sense, I believe, yes.

Mayor Romero: All right, OK. Chairman Jose.

General Maxwell: Madam Chair.

Mayor Romero: Chairman Jose and then Mr. Maxwell.

Chairman Jose: Madam Chair, board directors. So, the working group will make sure that they take care of all the background work that needs to be done to bring back to this board here. So, we're mentioning things. There might be some, a few other things that you might need to work on that may not be stated, but I hope that it's the understanding of this board that that work group was selected and approved to do whatever it needs to do to get us to the next step in getting legal counsel. So, I just wanted to make mention that because sometimes we say all these things, but there might be a thing or two that we might've forgot. But knowing that it's within the endeavor of bringing on a legal counsel that can say, well, you didn't say that at the meeting you were going to do that. But so I'm just saying that that's my understanding that this group is going to do and prepare whatever is necessary so that we're moving in the right direction. Thank you.

Mayor Romero: Thank you, Mr. Chairman. Any other comments, questions?

Mayor Winfield: I think Mr. Maxwell –

Mayor Romero: Oh, Mr. Maxwell, I'm so sorry, go ahead.

General Maxwell: Thank you Madam Chair, again I apologize for not being there. This is uncomfortable but I do have a question. So what's the process for the rest of this meeting? What's the process? We just took a very significant vote that's changing the leadership of both PAG and the Regional Council and I'm just unsure for the staff. I'm sure there's a lot of people that ask questions. Do we have a definition of what the process from this point moving forward is? Like, do we continue with our RTA meeting? Do we continue with the PAG meeting? I'm, at this point, wondering what the next steps are.

Mayor Winfield: I do have one thing I'd like to say before we adjourn.

Mayor Romero: Mayor, I was just talking with Mayor Winfield. Mr. Maxwell, I agree. I believe that we should adjourn and not continue with a PAG/RTA meeting. I do have a question in terms of what has to absolutely be approved at this meeting. I know that we have the OWP that is under some timeline, and I believe it needs to be approved today. So I would suggest that we just do one item on, I believe, that is on the PAG agenda. So that's what I would suggest, but I would love to hear what you all would have to say. We don't have legal counsel, so I don't think we should proceed with the rest of the agenda unless it's absolutely necessary.

Supervisor Heinz: Chair.

Mayor Romero: And Supervisor Heinz.

Supervisor Heinz: Thank you. Two things. One, to respond to the chairman and his comments. The working group will do everything they need to do, and one of the things, for example, is once candidates are identified, they have to be given 24 hours notice. They have to consent to be willing to appear either in open session or most likely in executive session, but they get that option and that has to be offered to them. So that will be something that the working group will take care of. As to the OWP approval, I think we have until July 1 to do that. I think given the leadership change, it would make the most sense since we're definitely going to have another meeting before July 1 to allow for future leadership to review that and help us with that. So I think we don't actually have to vote on that today since we will definitely be having additional meetings in June.

Mayor Romero: Thank you so much. Is that correct information? Yes, please approach.

Dan Gabiou: Madam Chair, members of the Council and Board, my name is Dan Gabiou. I'm the new Chief of Staff as of this past Monday here representing Dave Atler, the Deputy Director who is absent today. Staff here is ready to present on whatever items you are ready to hear. I might suggest perhaps a 15-minute recess if that would be

appropriate so we could discuss, at your pleasure.

Mayor Murphy: Madam Chair, can I just ask a qualifying question?

Mayor Romero: Mayor Murphy.

Mayor Murphy: To the Mayor's point, as far as you know, unless you need a break to find out, is there anything that has to be proceeded upon today or to the Supervisor's point, if it's June, just say June 19, that was our latter date, can there be something added to that meeting that requires action?

Dan Gabiou: There are several items that are critical as far as the timeframe that we would like to discuss today if the Council and Board would be willing to hear it.

Mayor Romero: I would be totally open to giving us a 15-minute adjournment or a 15-minute break so that you all can regroup and we can have look at the dates as to when things have to be, especially the OWP and when that has to move because I do like the idea of continuing it for next meeting, but I would also want to hear what your timelines look like and what has to be in by what time.

Dan Gabiou: Thank you.

Mayor Romero: So, absolutely. Any others, any questions?

Mayor Winfield: Madam Chair, I'd like a minute before we adjourn for 15 minutes.

Mayor Romero: Yes, absolutely. Any others? Mayor Winfield.

Mayor Winfield: I'd like to publicly express, at least for the Town of Oro Valley, and recognize the professionalism and services of Mr. Moghimi for the past 13 years with the Pima Association of Governments and Regional Transportation Authority. Those of us around the table, Mr. Moghimi has the longest standing institutional memory of the RTA. He wasn't with it from the inception, but at least for the past 13 years. And so he's intimately knowledgeable about this program and, of course, we're going to lose that

expertise as we come to the sunset of RTA one. I want to acknowledge his understanding of legal requirements, of project delivery, his knowledge and understanding of the RTA, his knowledge and understanding of the legal requirements and restrictions of the various funding sources, his responsiveness to requests for information. And for years, he's juggled the interest of these nine jurisdictions vying for the same funds. So, on behalf of the Town of Oro Valley, thank you for your service. Thank you for your support to our community. We've certainly benefited from PAG/RTA and so, thank you for your service.

Mayor Murphy: Madam Chair.

Mayor Romero: Mayor Murphy.

Mayor Murphy: Obviously, I was part of one of the training grounds for you. Before coming here, I'm the longest-serving member still on this board. And as always, Mayor Winfield came more prepared than I did. I didn't realize we were going to be here at this point. So, on behalf of the Town of Sahuarita, not only did you help us at the Town of Sahuarita for our earlier RTA projects, but continuing to go along. So I thank you for your service.

Mayor Romero: Alrighty, any others?

General Maxwell: Madam Chair.

Mayor Romero: Mr. Maxwell.

General Maxwell: Yeah, I'm just going to repeat the question I asked earlier. And I know we maybe don't, maybe we haven't thought through the process. But I think it's extremely important from both for the executive director, for the staff, and for others to understand what the separation process is going to look like. So I think during the break, when we come back into PAG, if it's appropriate time to talk about it, we've got to have an understanding of the next steps, both again, for staff and for the executive director and for us. I do agree 13 years, it was worthy length of service and I thank Mr. Moghimi for that service. But I think it's very critical that we know now that we've taken this action,

what the immediate steps are, and it's very difficult to do without any legal advice at this time.

Mayor Romero: Mr. Maxwell, the PAG agenda does not have an item to discuss this listed. The only agenda item that we can discuss this under is basically this one. This discussion direction and action. So, do you have any thoughts in terms of how to proceed? Because it seems as though Supervisor Heinz described and we approved an item describing the process of where we go next. I think that maybe finding a date that we can sit down the work group that was created so that we can communicate and proceed with the next agenda.

General Maxwell: Madam Chair, I fully agree. It's not the concern of what we do as far as the next process for finding our executive director and our interim executive director or anything. I think Supervisor Heinz did an outstanding job outlining. I'm talking the immediate issues and how it's going to play out tomorrow. So that's my concern right now. And again, sorry for not being there. If not, we could discuss this further there, but right now I do not. And I don't know if the staff understands what tomorrow will look like, and I think that's an important thing for them to know.

Mayor Romero: As I repeated, Mr. Maxwell, there is a deputy director that must assume duties of the executive director. And that's why we have deputy directors and if you'd like, the same working group can put in a call to make sure that Mr. Adler is going to be able to take control and reigns of the organization.

General Maxwell: Thank you, Madam Chair.

Mayor Romero: OK. Any others? All right, thank you so much. Item five is adjournment. Oh, Chairman Jose. I'm missing people today, I'm so sorry.

Chairman Jose: All right. Madam Chair and Board of Directors, if there were any other items to discuss regarding this action, it probably should happen now. We were getting ready to move on, but I just wanted to say that, because other than that, operations should continue to operate status quo. Everything should keep moving forward because of that deputy director and so forth. In terms of next steps. I was going to mention that

the working group would then need to play a little bit more active role in terms of making sure that we're moving to get prepared for our next steps and that the deputy director can obviously reach out to the chairs if they need any guidance or anything like that. Not to the Council, but to the chairs so we don't violate any open meeting laws or anything like that. So the direction from staff or anyone should still be there to the chairs of both councils. At least that's my understanding, and I'm not an attorney, but that's best practices. Thank you.

Mayor Romero: Thank you, Chairman Jose. And I'm so sorry I missed you before. I do see Mike Colety's hand up. Mike, did you want to include, did you put your hand up or?

Mayor Winfield: He's on virtual, so we don't...

Mayor Romero: But don't you see the little hand?

Mayor Winfield: Oh, okay. Yeah. He's nodding and said no, I think.

Mayor Romero: Oh, OK. Maybe it was a mistake. OK, let's –

Mayor Winfield: Adjourn and take a 15-minute break.

Mayor Romero: Wait, he's saying no? OK.

Mayor Winfield: He's with Kimley-Horn –

Mayor Romero: I know, OK. Alrighty, so item five is adjournment.

Mike Colety: So, I did want to quickly ask –

Mayor Romero: I'm sorry?

Mike Colety: I did want to quickly ask if the item on the PAG Regional Council for item 10 and can be determined quickly.

Mayor Romero: I'm sorry, Mr. Colety, you are breaking up severely.

Mike Colety: Since there's no –

General Maxwell: Madam Chair.

Mayor Romero: Mr. Maxwell.

General Maxwell: I think what he's trying to find out is if his item, he's here to present an item, I believe on the PAG Regional Council agenda, may have heard item 10, but he just wants to know if his item still needs to be briefed today.

Mayor Winfield: We'll let him know in 15 minutes.

Mayor Romero: Yeah, we will let him know in 15 minutes. But we're going to adjourn, give the staff 15 minutes and I'm pretty sure that he can connect with staff as well. Thank you. Alrighty, adjournment. Thank you all.

5. Adjournment

The meeting was adjourned at 1:09 p.m.

CERTIFICATION

I hereby certify that the foregoing is a meeting summary of the joint Regional Transportation Authority (RTA) of Pima County Board of Directors and Pima Association of Governments (PAG) Regional Council meeting held on June 5, 2025. This summary is not intended to be verbatim. It serves as the summary of action items taken at the meeting upon approval by the PAG Regional Council. An audio recording is available upon request and serves as the official minutes. I further certify that a quorum was present.

Dave Atler, Acting Executive Director

In compliance with the Arizona Open Meeting Law, the PAG Regional Council legal actions and this meeting summary are posted online, and an audio recording which serves as the official minutes of the meeting is available upon request. In addition, a meeting video is also available at: [YouTube Video Recording](#)

Special Joint Meeting

Regional Transportation Authority (RTA) of Pima County Board of Directors and Pima Association of Governments (PAG) Regional Council Meeting

Meeting Summary of Thursday, June 16, 2025, Joint Meeting

Full Video Recording (YouTube): [YouTube Video Recording](#)

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

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

Regional Council Members Present:

- Mayor Jon Post
- General Ted Maxwell
- Mayor Tom Murphy
- Supervisor Matt Heinz
- Mayor Roxanna Valenzuela
- Mayor Joe Winfield
- Mayor Regina Romero

Regional Council Members Absent:

- Chairman Verlon Jose
- Chairman Julian Hernandez

Staff Lead: Dave Adler, Acting Executive Director

The following is an audio-to-text transcription of the joint **Regional Transportation Authority (RTA) of Pima County Board of Directors and Pima Association of Governments (PAG) Regional Council Meeting held on Thursday, June 16, 2025**, and is being used as the written summary of the discussion. Minor changes were made to the transcription to include grammar or formatting for clarity, YouTube links/time stamps, spelling corrections and the addition of the agenda number or items based on the posted agenda.

PLEASE NOTE THAT SOME ITEMS WERE DISCUSSED OUT OF ORDER

Agenda

1. Call to Order

[Item #4 Video Link](#)

The meeting was called to order at 1:03 p.m.

Mayor Winfield: I'd like to call to order the special joint meeting of the Pima Association of Governments and Regional Transportation Authority, Mayor Romero and I have briefly discussed and agreed that I'll chair this particular session. And so we've alternated, this is our 3rd special joint meeting. We'll begin with the call to order, Jacki, excuse me with a roll call.

MEMBERS PRESENT AT ROLL CALL:

- Mayor Winfield
- Mayor Murphy
- Mayor Valenzuela
- General Maxwell
- Mayor Post
- Mayor Romero
- Supervisor Heinz

Mayor Winfield: OK, we have 7 of 9 members present. If you'll please stand and join us in the Pledge of Allegiance.

2. Pledge of Allegiance

[Item #2 Video Link](#)

All: I Pledge Allegiance to the flag of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

Mayor Winfield: Thank you. The third item is a call to the audience. Mr. Ledford, do we have anyone?

3. Call to the Audience (Remote Access Option)

[Item #3 Video Link](#)

Mr. Ledford: Mr. Chair, there are no speakers today.

Mayor Winfield: Thank you. We'll go to item 4, which is a meeting summary approval.

4. Meeting Summary Approval

- May 22, 2025, Joint Meeting

Mayor Romero: Mr. Chair.

Mayor Winfield: Mayor Romero.

Mayor Romero: I'd like to move the meeting summary for PAG Regional Council.

General Maxwell: Second.

Mayor Winfield: Seconded by General Maxwell, any discussion? All in favor, say aye.

Members: Aye.

Mayor Winfield: Any opposed, nay? The ayes have it. 7-0. We'll go to item 5. Discussion, direction, action appointing interim counsel for Pima Association of Governments and Regional Transportation Authority to serve until such time as permanent counsel is secured.

5. Discussion/Direction/Action: Appointing Interim Counsel for Pima Association of Governments (PAG) and Regional Transportation Authority (RTA) to Serve until Such Time as Permanent Counsel is Secured

[Item #5 Video Link](#)

Mayor Winfield: So there's been some recommendations for interim council. You have at your tables some materials for two legal firms that have been proposed. Any discussion about those, Supervisor Heinz?

Supervisor Heinz: Thank you. I would move that we appoint DeConcini McDonald for interim counsel.

Mayor Romero: I didn't hear.

Mayor Murphy: I didn't either.

Mayor Romero: I thought it was just me.

Supervisor Heinz: My motion was to appoint DeConcini McDonald for interim counsel for PAG/RTA.

Mayor Romero: I second that motion.

Mayor Winfield: Seconded by Mayor Romero. Discussion? General Maxwell.

General Maxwell: Mr. Chair, something I'd like to put on the table just for consideration. The interim legal counsel is going to have a lot of work in different aspects of the PAG/RTA mission going forward to include some significant potential work in the personnel field. So what I would suggest is that we consider hiring two interim counsels. One to take the role of PAG/RTA and the other one to deal with the personnel issues that are going to come before this board. I'd like to hear everybody's thoughts before I either offer a friendly amendment to this motion, but I'd like to hear what everybody's thoughts are first on that. I do believe if we try to flood a single brand-new legal counsel with both of those, which could be incredibly weighty issues depending on what rolls out of on the personnel side. And we know we have action that the board's approved at the last meeting, that's going to take some time and effort. So I think that's a worthy topic.

Mayor Murphy: Mr. Chair.

Mayor Winfield: Mayor Murphy.

Mayor Murphy: I mean, I would second that for sure. Knowing I've had a lot of experience with Pierce Coleman, if that's what the potential suggestion is. Or at least it could work. If they're both on board, it could swap back and forth depending. They have a lot of experience. They also cover the pool, the risk pool and a couple of our municipalities. I know we couldn't be using the same person that covers the municipality, but I've been very impressed on how they've worked with many towns and cities throughout Arizona.

Mayor Winfield: Mayor Romero.

Mayor Romero: Mr. Chair. I think that we have to take one step at a time in this important junction that we find ourselves in. And for now, I think that we choose one law firm and possibly the law firm or the interim director and ourselves could get into that point where we feel we need to. I'm pretty sure our legal counsel will be able to tell us that. We feel overwhelmed. It's too much. We're moving quickly. But to be honest, I've wanted to take one step at a time and the difficult time that we find

ourselves in and would like to hire someone outright and then have that counsel help us through any additional support that they might need. To be honest with you, I saw the CVs and a description of the services that both Pierce Coleman and DeConcini McDonald Yetwin & Lacy, P.C, provide, and both seem outstanding and I'm supportive of the motion, and would ask that we proceed and then have whomever we select help us through what help in addition that they might need. That's my suggestion.

Mayor Winfield: Supervisor Heinz.

Supervisor Heinz: Thank you, Chair. I think unlike for permanent executive director, I think for permanent legal counsel, we can move much more quickly. So we may not need two if we say have a couple week process where we're looking for a permanent legal counsel. I don't think there'll be like a number of months where we're going to be without our permanent legal counsel if we move quickly. So I'm comfortable with one firm right now, as long as we can get our permanent legal counsel in the next 4 to 6 weeks to deal with all the other stuff. But also I would like to ask who we hire for legal counsel would they want to.

Mayor Winfield: Mayor Romero.

Mayor Romero: I would love to be able to hear if that's permissible, Mr. Chair, to have whoever's here representing DeConcini McDonald Yetwin & Lacy, P.C, I think it's Lisa Anne Smith and the second counsel, I'm not sure if they're here. Cecily Stamps, if any of them want to stand up and add to what they have to say if they want to say something.

Mayor Winfield: Ms. Smith.

Lisa Anne Smith: So, in looking at what you're looking for and I just now looked at the draft sort of RFP for permanent counsel. There are a number of areas that I have a lot of experience in. There are a number of areas that others in my firm have a lot of experience in. And there are some areas that I don't necessarily have experience

in. Personnel is one of my main areas of practice. So, I mean, I'm very happy to step in immediately as interim counsel and work with you all to determine whether you need a second interim counsel or a different permanent counsel. I wouldn't be opposed to discussing who your best candidate is, even if it isn't myself. I mean, you could obviously better determine that after you see a full review of a response to a request for proposals. Or having more than one counsel for a different area. So, if you have questions, I'm happy to answer them. But I think that's what you were wanting me to speak about so far.

Mayor Winfield: Thank you, Ms. Smith. If there are questions, we'll invite you back to the podium.

Ms. Smith: OK. Thank you.

Mayor Winfield: And just a matter of fairness, is there a representative here from Pierce Coleman? So, I'll just say to the board, I did reach out to their office. I didn't make connections with Mr. Pierce. He was on vacation and because of the tight timeframe, but I appreciate the fact that the staff has provided the information, because I do think that they are certainly a firm that should be given consideration, whether interim or permanent. General, do you want to elaborate anymore?

General Maxwell: No, I fully understand the concern and the need to move forward with one or the other. I'm appreciative that right now, at least we know from DeConcini McDonald Yetwin & Lacy, P.C, that they're willing to also take a look. And they've got enough folks in their organization that they could have different lawyers assigned to each piece of it. If the Board's comfortable with moving forward with a single legal counsel, I'm comfortable with that. It just was one of those things that we've got two months on the RTA side. And so if the personnel issues become a big issue at that point, we may need to consider getting a legal counsel, just to deal with those issues as well.

Mayor Romero: I do have a question.

Mayor Winfield: Mayor Romero.

Mayor Romero: After the vote, and maybe this question is for you, Mr. Adler, would we need the newly appointed counsel to jump in with us in executive session or how will that work? Because we've talked about this being the plan.

Dave Adler: Yes.

Mayor Romero: OK.

Dave Adler: That would be my understanding.

Mayor Romero: OK. So there's a motion on the floor and that's for the DeConcini.

Mayor Winfield: All right. Any other board members? I think I favor going forward with the motion as proposed. We can always make adjustments if needed and counsel with our interim counsel. So with no more discussion, all those in favor say, aye.

Members: Aye.

Mayor Winfield: Any opposed? Nay?. The ayes have it, 7-0. Along with that item, we did have the opportunity to review and discuss the procurement process for a permanent counsel. I think we can postpone that till we meet with our counsel. The next item is executive session.

6. Executive Session

[Item #6 Video Link](#)

Mayor Winfield: Pursuant to ARS 38-431.03A1 executive session to discuss appointment of interim executive director of Pima Association of Governments, Regional Transportation Authority. So, I make a motion that we go into executive

session with our interim counsel.

Mayor Murphy: Second that.

Chairperson: Seconded by Councilman or Mayor Murphy. Any more discussion? All in favor say, aye.

Members: Aye.

Mayor Winfield: Any opposed? Nay. The ayes have it, 7-0. So we'll go on to executive session and return to regular session when that's completed. Thank you.

1:14 p.m.: *Motion was made by Mayor Winfield and seconded by Mayor Murphy and unanimously carried that the Regional Transportation Authority (RTA) Board and Pima Association of Governments (PAG) Regional Council move into closed Executive Session for discussion and appointment of an Interim Executive Director for Pima Association of Governments (PAG) and the Regional Transportation Authority (RTA).*

3:03 p.m.: *The governing bodies [returned](#) from Executive Session and Mayor Winfield announced that item #8 (Appointment of Interim Executive Director) will be moved up on the agenda for discussion prior to item #7.*

Mayor Winfield: We'll resume the special joint Board meeting. I'd like to make an adjustment to the agenda. I'd like to move item 8 to follow item 6. Any objections? OK, hearing none, we'll make that change to the agenda. So we'll go to the appointment of Interim Executive Director.

8. Appointment of Interim Executive Director

[Item #8 Video Link](#)

Mayor Winfield: The action is that the Regional Council of Pima Association of Governments and the Regional Transportation Authority Board of Directors will appoint an Interim Executive Director, welcome a motion. Mayor Post.

Mayor Post: Mr. Chairman, I'd like to make a motion to appoint Michael J. Ortega as the Interim Executive Director.

Mayor Murphy: I'll second that motion.

Mayor Winfield: Seconded by Mayor Murphy. Any discussion? I'd like to say that we've just completed interviewing three exceptional candidates. I think as a board, we feel greatly blessed that these individuals have stepped forward to be considered for this interim position. And we want to personally thank them for doing that. And so with that, we'll take a vote. All those in favor, say aye. Aye.

Members: Aye.

Chairperson: Any opposed? Nay? The ayes have it, 7-0. It's a unanimous vote. I will go to Item 7.

7. Executive Session

[Item #7 Video Link](#)

Mayor Winfield: Executive Session pursuant to ARS 38-431.03A3, Executive Session to Receive Legal Advice Regarding Non-Disclosure Agreements, enacted by the former Executive Director with departing and or former PAG/RTA staff.

Mayor Romero: Mr. Chair?

Chairperson: Mayor Romero.

Mayor Romero: I'd like to make a motion that we go into Executive Session.

Mayor Murphy: I'll second that.

Mayor Winfield: Seconded by Mayor Murphy. Any discussion? All in favor, say aye.

Members: Aye.

Mayor Winfield: Any opposed? Nay. The ayes have it, 7-0. We'll go into Executive Session. We'll return back to Special Joint Session when we're completed.

3:05 p.m.: *Motion was made by Mayor Romero and seconded by Mayor Murphy and unanimously carried that the Regional Transportation Authority (RTA) Board and Pima Association of Governments (PAG) Regional Council move into closed Executive Session for discussion to receive legal advice regarding Non-Disclosure Agreements enacted by the former Executive Director with departing and/or former PAG/RTA staff.*

3:31 p.m.: *The governing bodies returned from closed Executive Session. There was no discussion regarding this item.*

Mayor Winfield: We're going to resume Special Joint Meeting, and I move to adjourn.

9. Adjournment

The meeting was adjourned at 3:31 p.m.

CERTIFICATION

I hereby certify that the foregoing is a meeting summary of the joint Regional Transportation Authority (RTA) of Pima County Board of Directors and Pima Association of Governments (PAG) Regional Council meeting held on June 16, 2025. This summary is not intended to be verbatim. It serves as the summary of action items taken at the meeting

upon approval by the PAG Regional Council. An audio recording is available upon request and serves as the official minutes. I further certify that a quorum was present.

Dave Atler, Acting Executive Director

In compliance with the Arizona Open Meeting Law, the PAG Regional Council legal actions and this meeting summary are posted online, and an audio recording which serves as the official minutes of the meeting is available upon request. In addition, a meeting video is also available at: [YouTube Video Recording](#)



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

Meeting Summary of Thurs., August 6, 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."

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

RTA Board Members Present: Mayor Tom Murphy
Mayor Joe Winfield
Mayor Jon Post
Chairman Verlon Jose
Mayor Regina Romero

RTA Board Members Absent: Mayor Roxanna Valenzuela
Chairman Julian Hernandez
Supervisor Matt Heinz
General Ted Maxwell

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

AGENDA

1. Call to Order

[Item #1 Video Link](#)

The meeting was called to order at 1:05 p.m.

2. Call to the Audience (Remote Access Option)

[Item #2 Video Link](#)

There were no speakers at this time.

3. Meeting Summary Approvals

[Item #3 Video Link](#)

Motion was made by Mayor Joe Winfield, Town of Oro Valley, seconded by Mayor Jon Post, Town of Marana, and unanimously carried that the RTA Board of Directors approve the meeting summary of June 4, 2026.

4. Consent Agenda Items

[Item #4 Video Link](#)

PAG Executive Director Michael Ortega answered a question regarding payment for services and explained that the project is within the voter approved plan.

Motion was made by Mayor Jon Post, Town of Marana, seconded by Mayor Regina Romero, City of Tucson, and unanimously carried that the RTA Board of Directors approve the consent agenda items below and as presented in the meeting materials.

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.

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.

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.

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.

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

[Item #5 Video Link](#)

RTA Executive Director Michael Ortega briefly reviewed the approved SRTP funding source and opened the meeting to any questions for PAG staff.

Motion was made by Mayor Joe Winfield, Town of Oro Valley, seconded by Mayor Jon Post, Town of Marana, and unanimously carried that the RTA Board authorizes \$14,977 in TPT match funding associated with the FTA 5305 grant award.

6. SR 86 IGA Amendment

[Item #6 Video Link](#)

RTA Executive Director Michael Ortega gave an overview of the IGA amendment. Mr. Ortega presented the standard transition from RTA sales tax (TPT) funds to the HURF 2.6 for the construction phase. The item was opened for discussion or questions for PAG staff.

Motion was made by Mayor Joe Winfield, Town of Oro Valley, seconded by Mayor Jon Post, Town of Marana, and unanimously carried that the RTA Board approves Resolution 2026-014, together with the associated IGA Amendment #1.

7. Executive Director Update

[Item #7 Video Link](#)

RTA Executive Director Michael Ortega provided an update on the groundbreaking for a City of Tucson pavement rehabilitation project on Friday, August 14, 2026. Mr. Ortega shared that it is also a kickoff of RTA Next plan, highlighting the rapid start of projects following the voter approval process. Mr. Ortega and Mayor Romero expressed their excitement to welcome all board members to the event.

8. Adjournment

[Item #8 Video Link](#)

The meeting was adjourned at 1:10 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 August 6, 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: RTA Technical Management Committee (TMC) Report

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Information	4

The Chair of the Technical Management Committee will provide a report from their Sept. 9, 2026 meeting.

This is an information item.

**SUBJECT: RTA Citizens Accountability for Regional Transportation (CART)
Committee Report**

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Information	5

The Chair of the Citizens Accountability for Regional Transportation Committee will provide a report from their Sept. 9, 2026 meeting.

This is an information item.

SUBJECT: RTA Title VI Implementation Plan

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Consent Action	6a

REQUESTED ACTION/SUGGESTED MOTION

RTA Board will be asked to approve the 2026 RTA Title VI Plan as approved by ADOT's Civil Rights Office and recommended by the Executive Director.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 40, Transportation Planning

SUMMARY

Background:

Title VI of the 1964 Civil Rights Act requires that any federally funded planning, programming, and project implementation activities be free of discrimination.

ADOT requires that the RTA's Title VI Plan, Non-Discrimination Policy and Language Assistance Plan (LAP) be reviewed and approved by the RTA Board every two years. The 2024 RTA Title VI Plan has been reviewed and approved by ADOT's Civil Rights Office. ADOT's Title VI Program includes the American with Disabilities Act (ADA) and other nondiscrimination statutes that prohibit discrimination based on race, color, national origin, age, sex, or disability in programs or activities receiving federal assistance.

The RTA's Title VI Plan outlines the manner in which the RTA's federally funded transit activities comply with the requirements of Title VI, how the RTA responds to complaints or allegations of discrimination, and how data is collected and analyzed to include Title VI populations. Changes to this year's plan include updating the ADA coordinator's contact information and modifying the verbiage from Limited English Plan (LEP) to Language Assistance Plan (LAP). Additionally, the plan contains the procedures for filing a Title VI complaint, as well as a copy of the Title VI complaint form, which is available in both English and Spanish.

The RTA receives federal funding from the Federal Transit Administration (FTA) through Sections 5307, 5311, and 5399 (which is included in the 5311 grant application) grant programs for the Sun Shuttle transit system's capital and operating expenses.

PRIOR BOARD AND/OR COMMITTEE ACTION

2024 RTA Title VI Plan was approved by the Board on September 26, 2024

FINANCIAL CONSIDERATIONS

None.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None.

ATTACHED ADDITIONAL BACKUP INFORMATION

2026 RTA Title VI Plan

Staff Contact/Phone	Michael J. Ortega, P.E, 495-1416 Philana A. Jeremiah, PhD. 495-1475 Preston McLaughlin, (520) 495-1415 Mary Carter, (520) 495-1481
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Title VI Plan Cover Page

Regional Transportation Authority of Pima County 2026

Title VI Contact: Dr. Philana A. Jeremiah Transportation Planning Coordinator
Title VI Contact Phone: 520-792-1093
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TTY Number (If applicable): 520-792-1093
Alternate Language Phone: 520-792-1093

Address: 1 East Broadway Blvd, Suite 401 Tucson, AZ 85701

Web Address: www.RTAmobility.com

Para Información en Español: Zonia Kelley 520-792-1093 zkelley@pagregion.com

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Executive Summary

The Regional Transportation Authority of Pima County (RTA) is the fiscal manager of the \$2.1 billion, 20-year RTA plan, which was approved by Pima County voters on May 16, 2006. Voters also approved a countywide half-cent transaction privilege tax to fund the RTA plan through fiscal year 2026. The RTA is managed by Pima Association of Governments (PAG), the region's metropolitan planning organization.

The RTA maintains operations contracts with transportation providers and engages intergovernmental agreements (IGAs) with local jurisdictions for transit service. Financial and operational transit and transit-related improvement decisions of the RTA are recommended by the PAG/RTA Transit Working Group (TWG) and approved by the RTA Board. Formed in 2005, the TWG is comprised of representatives from PAG member jurisdictions who meet on a monthly basis. The Transit Working Group reports to PAG's Transportation Planning Committee, the Management Committee, and the RTA Board. The RTA is governed by a nine-member board, including representatives from the Cities of South Tucson and Tucson, Pima County, the Towns of Marana, Oro Valley and Sahuarita, the Pascua Yaqui Tribe, the Tohono O'odham Nation and the Arizona State Transportation Board.

In 2009, the RTA initiated a substantial effort toward expanding and unifying the regional transit system with the introduction of the Sun Shuttle fixed-route transit system. The May 2009 launch of the new RTA Sun Shuttle neighborhood transit system fixed routes to Marana, Oro Valley, Catalina, Sahuarita and Green Valley greatly expanded the reach of the regional system. In November 2009, the RTA assumed operations of Pima County Transit (PCT) fixed routes in San Xavier, Tucson Estates and Marana. The RTA also assumed operation of the Ajo-Tucson connector and the Ajo/Why Dial-a-Ride services, formerly operated by PCT. Sun Shuttle provides transportation within communities and connects customers to Sun Tran services, providing an important link to the Tucson metropolitan area from the rural and suburban communities.

The RTA receives 5311 operational and capital funding for the following routes: Route 421X, Route 440, Route 486, Green Valley Dial-a-Ride, Ajo Dial-a-Ride, and Marana Dial-a-Ride. The RTA has been receiving 5311 funding since 2010.

Marana/Avra Valley Dial-a-Ride

Sun Shuttle provides dial-a-ride service in the Towns of Marana and Avra Valley. Passengers can schedule a pick-up or drop-off within the designated service area. Dial-a-ride trips require prior scheduling at least 24 hours before pickup. Additionally, the dial-a-ride service connects residents to Sun Shuttle Route 413, which acts as a commuter service that transports residents of Marana to the Casas Adobes area just north of the City of Tucson. Route 413 also connects to the City of Tucson's Sun Tran bus services if residents want to travel into the city.

Green Valley / Sahuarita Regional Express (Route 421X and Green Valley Dial-a-Ride)

The service provides regional connections between Green Valley, Sahuarita and Tucson for work, medical and shopping trips. The express service provides ten trips per day and serves the Ronstadt Transit Center downtown. A public Dial-a-Ride service is also provided by the RTA. Service coverage includes the large majority of the developed Sahuarita and Green Valley area.

San Xavier Service Area (Route 440)

The route provides service to the San Xavier District of the Tohono O'odham Nation including the San Xavier Mission complex south of Tucson. The route provides fixed-route public transit service between the San Xavier

District and the Laos Transit Center in Tucson. The service operates on weekdays and Saturdays, providing 10 round trips per day on weekdays and nine round trips on Saturdays.

Green Valley / Sahuarita Regional Connector (Route 421X and Green Valley Dial-a-Ride)

The service provides regional connections between Green Valley, Sahuarita and Tucson for work, medical and shopping trips. The connector service provides five trips per day and serves the Ronstadt Transit Center.

A Dial-a-Ride service is also provided by the RTA. Service coverage includes the large majority of the developed Sahuarita and Green Valley area.

Ajo/Why/Tucson Service (Route 486)

The community of Ajo is approximately 130 miles west of Tucson. The RTA provides Ajo to Tucson intercity service and fixed-route service between Ajo and Why. This route is designed to provide people with a way to get to shopping, medical, governmental, and other activities and services not available in the community of Ajo. The route traverses the entire length of the Tohono O'odham Indian Reservation and provides residents of the Nation access to Tucson, Ajo, Sells and all points in between. The route operates daily Monday through Friday, departing from Ajo at 6:00 a.m. and arriving in Laos Transit Center in Tucson at 9:05 a.m. The return trip departs the Laos Transit Center at 3:30 pm and arrives back in Ajo at about 6:15 pm. The Ajo to Tucson fare is \$7.50, with lesser fares for connecting trips between the outlying communities such as Why, Sells, and Robles Junction.

Ajo to Why

In October 1998, service to Why was implemented, with three trips per day. The service has been well received by the community and ridership has slowly increased since implementation. This route has been integrated into the Ajo-to-Tucson Route 486.

With funding from the RTA, Ajo Transportation offers two additional services to the Ajo community. The first is an intra-community Dial-a-Ride in Ajo, the second is an Ajo to Gila Bend intercity fixed route funded through a partnership with Valley Metro/RPTA in Phoenix.

Ajo Dial-a-Ride

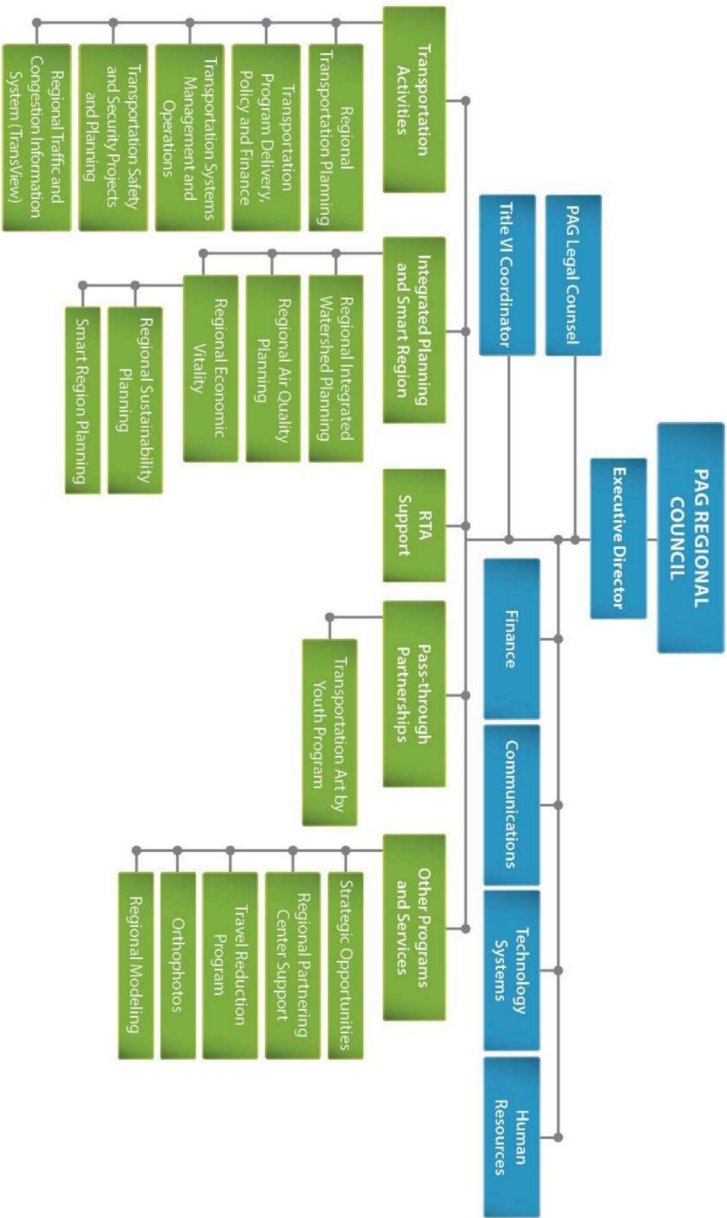
The intra-community service operates Monday - Saturday from 8:00 a.m. to 5:00 p.m., on a demand-response basis. Ajo Sun Shuttle provides the service using a 12-passenger wheelchair accessible van. The current fare for the Dial-a-Ride is \$0 per one-way trip within a six-mile radius of the Ajo Plaza. The Dial-a-Ride service is general public transportation and people are encouraged to use it as an alternative to a personal vehicle. During special community events, which usually occur during the weekend or on a holiday, Ajo Transportation Company is authorized to provide public transit service using a contractor owned bus.

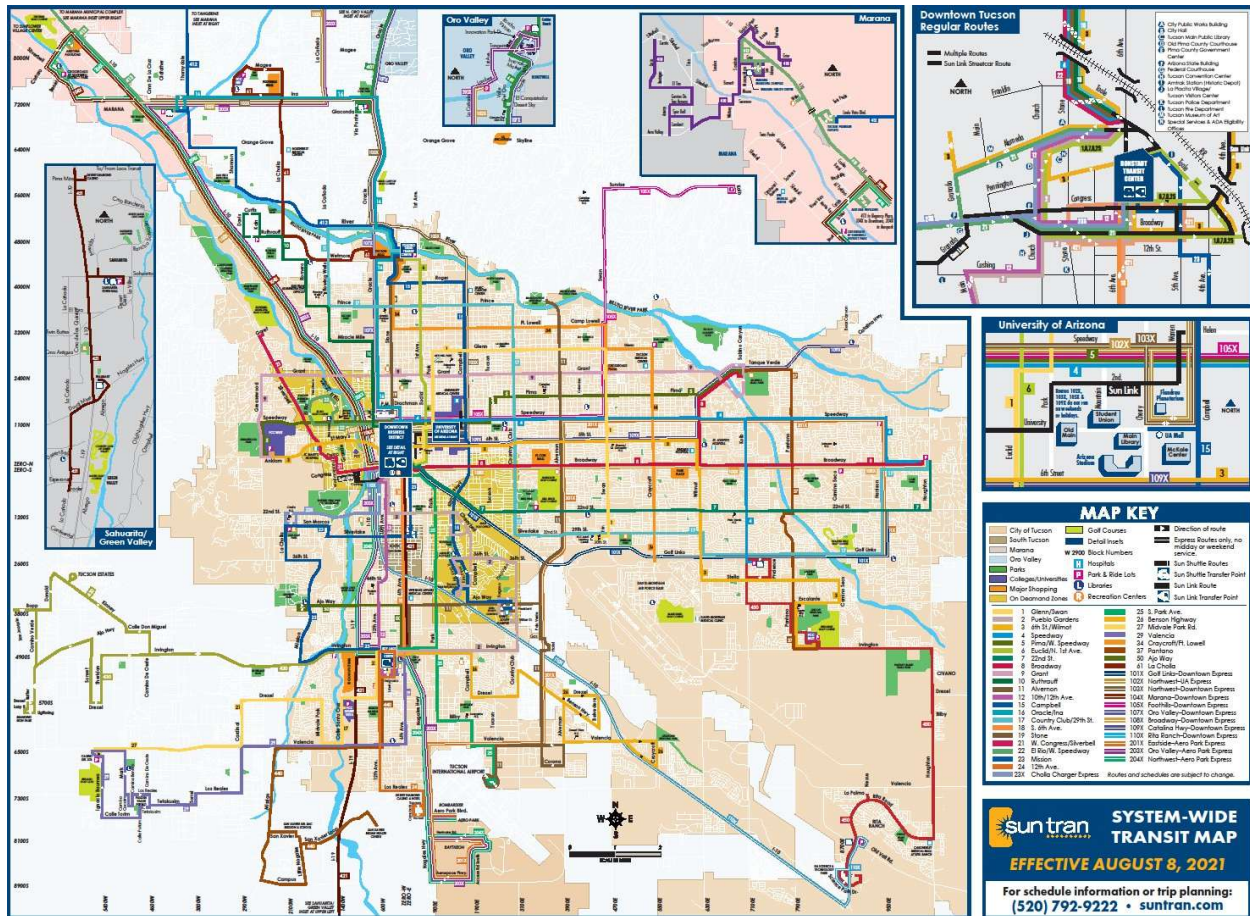
Ajo to Gila Bend

The RTA provides partial funding for the Route 685 Ajo to Phoenix service through Gila Bend. More details about this route can be found by contacting Valley Metro/RPTA, the administrator and manager of the service. The one-way fare between Ajo and the Desert Sky Mall in Phoenix is \$7.00. Passengers can transfer for free into the Valley Metro system in the Phoenix area.

Route	Route Type	Service Area
Marana/Avra Valley Dial-a-Ride	Dial-a-Ride	Town of Marana, Avra Valley
421X	Fixed Route	Green Valley/Sahuarita
440	Fixed Route	San Xavier
486	Fixed Route	Ajo/Tucson
Green Valley /Sahuarita DAR	Dial-a-Ride	Green Valley/Sahuarita
Ajo Dial-a-Ride	Dial-a-Ride	Ajo

Route	Monday-Friday	Saturday
Marana/Avra Valley Dial-a-Ride	6:00 am – 7:00 pm	N/A
421X	5:00 am – 6:00 pm	N/A
440	5:10 am – 7:30 pm	9:10 am – 6:30 pm
486	6:00 am – 6:00 pm	N/A
Green Valley /Sahuarita DAR	6:00 am – 7:00 pm	9:00 am – 3:00 pm
Ajo Dial-a-Ride	8:00 am – 5:00 pm	8:00 am – 5:00 pm





What type of program fund(s) did you apply for?

- ☐ 5310
- ☒ 5311
- ☐ Other (please explain) _____

Type of Funding Requests? (Check all that apply)

- ☒ Vehicle Funds
- ☒ Operating Funds
- ☒ Other (please explain) Other-Capital- Preventative Maintenance

Is your agency receiving direct funds from FTA?

- ☐ If yes, please attach a copy of your FTA letter of approval of Title VI Plan.
- ☒ No

Non Discrimination Notice to the Public

Notifying the Public of Rights Under Title VI and ADA Regional Transportation Authority of Pima County

Regional Transportation Authority of Pima County operates its programs and services without regard to race, color, national origin or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA). Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the **Regional Transportation Authority of Pima County**.

For more information on the **Regional Transportation Authority of Pima County's** civil rights program, and the procedures to file a complaint, contact **Dr. Philana A. Jeremiah Transportation Planning Coordinator, 520-792-1093, (TTY 520-792-1093); email pjeremiah@pagregion.com;** or visit our administrative office at **1 East Broadway Blvd, Suite 401 Tucson, AZ 85701**. For more information, visit **www.RTAmobility.com**.

Complaints may be filed directly with the Arizona Department of Transportation (**ADOT**) **Civil Rights Office**. ATTN: Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 or with the Federal Transit Administration (**FTA**). ATTN: Title VI Program Coordinator, 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, contact **520-792-1093**. *Para información en Español llame: **Zonia Kelley 520-792-1093 zkelley@pagregion.com**

Non Discrimination Notice to the Public - Spanish

Aviso Público Sobre los Derechos Bajo el Título VI Y ADA Regional Transportation Authority of Pima County

Regional Transportation Authority of Pima County (*y sus subcontratistas, si cualquiera*) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973 y La Ley de ciudadanos Americanos con Discapacidades de 1990 (ADA). El nivel y la calidad de servicios de transporte serán proveídos sin consideración a su raza, color, país de origen, o discapacidad.

Para obtener más información sobre el programa de Derechos Civiles de **Regional Transportation Authority of Pima County**, y los procedimientos para presentar una queja, contacte **Dr. Philana A. Jeremiah Transportation Planning Coordinator 520-792-1093, (TTY 520-792-1093)**; o visite nuestra oficina administrativa en **1 East Broadway Blvd, Suite 401 Tucson, AZ 85701**. Para obtener más información, visite **www.RTAmobility.com**

Una queja puede ser presentada con la oficina de Derechos Civiles del Departamento de Transporte de Arizona (**ADOT**). Atención: Title VI Program Manager, 206 S. 17th Ave MD 155A Phoenix AZ, 85007 o con la Administración Federal de Transporte (**FTA**). Atención: Title VI Coordinator, 1200 New Jersey Ave., SE Washington DC 20590

The above notice is posted in the following locations: **PAG/RTA office lobby, contractor offices and facilities, all off-site meetings at the sign-in table, RTA website, stations and stops shared with Sun Tran, and transit vehicles.**

This notice is posted online at **www.RTAmobility.com**

Non Discrimination ADA/Title VI Complaint Procedures

These procedures provide guidance for all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) as they relate to any program or activity that is administered by **Regional Transportation Authority of Pima County** including consultants, contractors and vendors. Intimidation or retaliation as a result of a complaint is prohibited by law. In addition to these procedures, complainants reserve the right to file a formal complaint with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints at the lowest possible level.

- (1) Any person who believes he and/or she has been discriminated against on the basis of race, color, national origin, or disability may file a Discrimination complaint by completing and submitting the agency's Title VI Complaint Form.
- (2) Formal complaints must be filed within **180** calendar days of the last date of the alleged act of discrimination or the date when the alleged discrimination became known to the complainant(s), or where there has been a continuing course of conduct, the date on which the conduct was discontinued or the latest instance of the conduct.
- (3) Complaints must be in writing and signed by the complainant(s) and must include the complainant(s) name, address and phone number. The ADA/Title VI contact person will assist the complainant with documenting the issues if necessary.
- (4) Allegations received by fax or e-mail will be acknowledged and processed, once the identity of the complainant(s) and the intent to proceed with the complaint have been established. For this, the complainant is required to mail a signed, original copy of the fax or email transmittal for the complaint to be processed.
- (5) Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign and return for processing.
- (6) Once submitted **Regional Transportation Authority of Pima County** will review the complaint form to determine jurisdiction. All complaints will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the **Regional Transportation Authority of Pima County** or submitted to the State or Federal authority for guidance.

- (7) **Regional Transportation Authority of Pima County** will notify the ADOT Civil Rights Office of ALL Discrimination complaints within 72 hours via telephone at 602-712-8946; or email at civilrightsoffice@azdot.gov.
- (8) **Regional Transportation Authority of Pima County** has **60** business days to investigate the complaint. If more information is needed to resolve the case, the Authority may contact the complainant. The complainant has **60** business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 60 business days, the Authority can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.
- (9) After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Discrimination violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.
- (10) A copy of either the closure letter or LOF must be also be submitted to ADOT within **72** hours of that decision. Letters may be submitted by hardcopy or email.
- (11) A complainant dissatisfied with **Regional Transportation Authority of Pima County** decision may file a complaint with the Arizona Department of Transportation (**ADOT**) or the Federal Transit Administration (**FTA**) offices of Civil Rights: **ADOT**: ATTN ADA/Title VI Program Coordinator 206 S. 17TH Ave MD 155A RM: 183 Phoenix AZ, 85007 **FTA**: Attention Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590
- (12) A copy of these procedures can be found online at: **www.RTAmobility.com**.

If information is needed in another language, contact **520-792-1093**. *Para información en Español llame: **Zonia Kelley 520-792-1093** zkelley@pagregion.com

Discrimination ADA/Title VI Complaint Form

Section I:		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Accessible Format Requirements?	☐ Large Print	☐ Audio Tape
	☐ TDD	☐ Other
Section II:		
Are you filing this complaint on your own behalf?	☐ Yes*	☐ No
<i>*If you answered "yes" to this question, go to Section III.</i>		
If not, please supply the name and relationship of the person for whom you are complaining.		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	☐ Yes	☐ No
Section III:		
I believe the discrimination I experienced was based on (check all that apply):		
☐ Race ☐ Color ☐ National Origin ☐ Disability		
Date of Alleged Discrimination (Month, Day, Year): _____		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		
_____ _____ _____		
Section VI:		
Have you previously filed a Discrimination Complaint with this agency?	☐ Yes	☐ No

If yes, please provide any reference information regarding your previous complaint.

Section V:

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal Agency: _____

☐ Federal Court: _____ ☐ State Agency: _____

☐ State Court : _____ ☐ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Section VI:

Name of agency complaint is against:

Name of person complaint is against:

Title:

Location:

Telephone Number (if available):

You may attach any written materials or other information that you think is relevant to your complaint.

Your signature and date are **required** below:

Signature

Date

Please submit this form in person at the address below, or mail this form to:

**Regional Transportation Authority of Pima County
Dr. Philana A. Jeremiah Transportation Planning Coordinator
1 East Broadway Blvd, Suite 401 Tucson, AZ 85701
520-792-1093
pjeremiah@pagregion.com**

A copy of this form can be found online at **www.RTAmobility.com**

If information is needed in another language, contact 520-792-1093. *Para información en Español llame: **Zonia Kelley 520-792-1093**
zkelley@pagregion.com

Discrimination ADA/Title VI Investigations, Complaints, and Lawsuits

If no investigations, lawsuits, or complaints were filed select the option below.

☒ **Regional Transportation Authority of Pima County** has not had any ADA nor Title VI Discrimination complaints, investigations, or lawsuits in **2026**.

Complainant	Date (Month, Day, Year)	Basis of Complaint (Race, Color, National Origin or Disability)	Summary of Allegation	Status	Action(s) Taken	Final Findings?
Investigations						
1)						
2)						
Lawsuits						
1)						
2)						
Complaints						
1)						
2)						

Public Participation Plan

Regional Transportation Authority of Pima County is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys.

As an agency receiving federal financial assistance, **Regional Transportation Authority of Pima County** made the following community outreach efforts and activities to engage minority and Limited English Proficient populations since the last Title VI Plan submittal to ADOT CRO.

- ☒ Expanded the distribution of agency brochures
- ☒ Advertised public announcements through newspapers, fliers, or radio
- ☒ Posted the Nondiscrimination Public Notices to the following locations:
 - ☒ Within transportation vehicles
 - ☒ Pick up and drop off stations
 - ☒ Lobby of agency
- ☒ Partnered with other local agencies to advertise services provided
- ☒ Hosted public information meetings and or hearings (Please insert the dates these meetings occurred below)
- ☒ Added public interactive content to the agency's webpage for the public e.g. social media, to communicate schedule changes or activities
<https://pagregion.com/>
<https://rtamobility.com/>
<https://www.suntran.com/sunshuttle/>
- ☒ Hosted an information booth at a community event (Please insert the date of the event below)
- ☒ Updated agency documents/publications to make them more user-friendly e.g. comment forms or agency brochures
- ☐ List other _____

Regional Transportation Authority of Pima County will make the following community outreach efforts for the **upcoming year**:

- ☒ Expand the distribution of agency brochures
- ☒ Advertise public announcements through newspapers, fliers, or radio
- ☒ Post the Nondiscrimination Public Notices to the following locations:
 - ☒ Within transportation vehicles
 - ☒ Pick up and drop off stations
 - ☒ Lobby of agency
- ☒ Partner with other local agencies to advertise services provided.
- ☒ Host public information meetings and or hearings.

- ☒ Add public interactive content to the agency's webpage for the public e.g. social media, to communicate schedule changes or activities.
- ☒ Host an information booth at a community event
- ☒ Update agency documents/publications to make them more user-friendly e.g. comment forms or agency brochures.

Examples of Public Participation Methods that include:

- Online notices
- Physical notices placed on transit vehicles
- Online surveys
- In-Person public input meetings
- Targeted flyers mailed to residents living near transit services

Sun Shuttle Survey And Public Input Meetings 412 & 413

JUNE 2, 2023

The Regional Transportation Authority (RTA) will host two public input meetings to gather feedback and ideas from the community on improving and shaping the future of local transportation services. The meetings will provide residents the opportunity to voice their opinions and actively participate in the development of Sun Shuttle routes 412 and 413 serving Marana and Pima County.

The public input meetings will serve as a platform for community members to share their thoughts, concerns and suggestions on the routes. Residents, commuters, business owners are invited to participate. The meetings will feature open discussions and interactive activities to encourage collaboration. Participants can provide feedback on various aspects, such as route optimization, frequency of service and connectivity.

For those unable to attend a meeting, an online survey is available to gather feedback and can be accessed here surveymonkey.com/r/SS0623.

The public is encouraged to take a few minutes to provide comments, to ensure their voices are heard and considered in the decision-making process.

Details for the upcoming public input meetings are as follows:

Friday, June 9 at 5 p. m. Nanini Library 7900 N. Shannon Road

Thursday, June 15 at 5 p.m. Wheeler Taft Abbett Library 7800 N. Schisler Drive

Sun Shuttle is committed to ensuring accessibility for all residents. Accommodation for individuals with disabilities and translation services can be provided upon request in advance of the meeting(s) by calling 520-628-1565 or pmclaughlin@pagregion.com.



Sun Shuttle Picture Rocks 414P Survey Is Now Live!

MARCH 23, 2023

Sun Shuttle launched its pilot service in Picture Rocks, and now your feedback and input on the route is needed! There are two ways you can provide your input. Join us in person, April 6th at 5:30p at the Picture Rocks Community Center located at 5615 N. Sanders Rd. or by taking the survey online now until April 23 by clicking the link below.

Sun Shuttle 414p Survey

NEW! Sun Shuttle Pilot service Picture Rocks 414P
with connections to additional Sun Shuttle routes to Marana and Tucson.

¡Nuevo! Servicio Piloto de Sun Shuttle Picture Rocks 414P con conexiones a rutas adicionales de Sun Shuttle a Marana y Tucson.

Download the Trip Shot app!

Take our Survey!
¡Toma la Encuesta!

New! Sun Shuttle service: 414P to Picture Rocks.
This is a pilot program in Picture Rocks that is currently in service and free until October 2023. We need your feedback on this service. Scan the QR code to take the survey or join April 6th at 5:30 PM at the Picture Rocks Community Center, 5615 N Sanders Rd, Tucson, AZ 85743.

¡Nuevo! Servicio Sun Shuttle: 414P a Picture Rocks. Este es un programa piloto en Picture Rocks que actualmente está en servicio y es gratuito hasta octubre de 2023. Necesitamos sus comentarios sobre el servicio. Escanee el código QR para realizar la encuesta o únase a nosotros el 6 de abril a las 5:30 PM en el Centro Comunitario Picture Rocks, 5615 N Sanders Rd, Tucson, AZ 85743.

The meeting room is accessible to persons with disabilities. In compliance with the Americans with Disabilities Act (ADA), those requiring special assistance, such as large-type face print, sign language or other reasonable accommodations, may request those through the administrative offices at: 1. E Broadway Blvd., Suite 401, Tucson, Ariz., 85701, (520) 792-1093, at least 24 hours before the meeting. Si necesita ayuda con traducción, llame por favor al (520) 792-1093 y comuníquese con Zonia Kelly.

The RTA has adopted and utilizes PAG's public involvement plans, which provide full and fair participation for all potentially affected communities. These plans can be found on the PAG website. Identifying these communities requires close coordination between the development and implementation of the public involvement effort and the data collection and analysis phases of the planning process, all of which are subject to Title VI and Environmental Justice provisions. The data collection phase provides information on the protected populations, which are often synonymous with the underserved/under-represented populations and, therefore, may need particular attention in the public involvement effort. The analysis phase provides information on the potential level of impact to the various populations which will need to be integrated into those public involvement efforts seeking input on alternative development, alternative preferences, and/or mitigation.

The RTA addresses Title VI requirements both quantitatively and qualitatively with extensive public involvement and data analysis techniques. Federal regulations define specific groups as "protected populations." Title VI procedures are followed whenever major service changes or routing recommendations are made to ensure they do not disproportionately affect any protected population.

To foster public participation, staff ensure that information is readily accessible and ensure that the people likely to be affected by and/or interested in a program are identified and made aware of opportunities to participate. The following sections address each of these practices in detail.

Access to RTA Information

The RTA's documents, data and information, with few exceptions, are a matter of public record. As such, any request from a member of the public for an RTA document is responded to in a timely manner. At a minimum, a written response is provided within one week of the receipt of a public information request.

Stakeholder Analysis

RTA staff analyze who will be affected and/or interested in the planning issue or policy being developed. This involves identifying both internal and external stakeholders. Internal stakeholders typically include RTA member jurisdictions and tribal nations, RTA staff involved in related activities, and other governmental agencies with jurisdiction or interest in the activity. External stakeholders typically include those non-governmental parties who may be affected by the activities and/or have an interest in them. This includes Title VI and Environmental Justice populations.

Many of the RTA's program areas have compiled their own lists of external stakeholders. For each new activity, or over the course of longer activities, these lists are reviewed to ensure they are up to date and reflect the broadest range of stakeholders reasonably possible. A common method for identifying additional stakeholders is to interview existing stakeholders to determine who else needs to be involved.

The RTA works with PAG's public involvement staff, who maintain a large database of stakeholders and members of the general public identified through a variety of public involvement initiatives over the years. This database includes civic and community organizations serving Title VI and Environmental Justice populations, neighborhood and homeowner associations, environmental and business groups, elected officials, RTA member jurisdiction staff at various levels, and other public groups. Public involvement staff are available to assist other agency staff in conducting stakeholder analyses and in accessing the public participation database upon request.

Public Notification of RTA Activities and Services

Promotion of inclusive and accessible public involvement includes regular efforts within each PAG program area to notify a wide range of stakeholders and the general public regarding the information, data, funding, policy and planning issues being addressed.

Public information is presented in formats that are accessible to the intended audiences. Communications staff are available for consultation in determining what information is appropriate to publicize and in what form.

For reaching the general public, the website and media outreach (e.g., press releases) are encouraged. For reaching stakeholder groups, distribution of public information documents such as reports and newsletters via direct mail, e-mail, and social media also may be an effective communication method. The use of other methods is considered to promote equal access to information for targeted audiences. In particular, efforts to overcome barriers to accessing information among underserved populations, youth, and other individuals who may not have Internet access or read newspapers are undertaken.

Spanish Translations

As indicated in the RTA's Language Access Plan (LAP) Plan, Spanish is the predominant language spoken by those in the PAG Service area who speak English "less than very well".

Public information documents written in English, including meeting notices, include a tagline affirming that PAG will make reasonable accommodations to translate any materials in Spanish.

As a rule, Spanish-speaking staff are on hand at public meetings intended for gathering input.

General public who call the RTA and require over-the-phone Spanish interpretation can be directed to a Spanish-speaking RTA staff.

Spanish translations are used for activities specifically targeted to the general public even without a request. Examples of materials to be translated include meeting notifications (e.g., flier or Web posting). Additional information that is translated upon request includes any public meeting handouts, such as fact sheets, newsletters, and executive summaries of planning documents under review.

Task Force Composition

Efforts are made to assess the composition of the RTA's task forces to ensure that invited members represent a cross section of key stakeholder groups.

Geographic Analysis of Underserved Populations

Staff within each RTA program area periodically perform a basic assessment to identify the location of protected Title VI and Environmental Justice populations in relationship to the provision of information and planning products and services. The RTA's online regional data provide program staff with maps showing the location of protected Title VI and Environmental Justice populations for any specific geographic areas. ZIP Code maps are used to show locations of people in databases. The maps of protected populations and mailing list ZIP Codes are compiled as one way to demonstrate that protected populations are being notified and/or involved. This documentation is important for demonstrating compliance with Title VI and Environmental Justice provisions.

Meeting Scheduling, Location and Access

Public meetings are scheduled to increase the opportunity for attendance by stakeholders and the general public. This may require scheduling meetings during non-traditional business hours, holding more than one meeting at different times of the day or on different days, and checking other community activities to avoid conflicts.

When a public meeting or public hearing is focused on a planning study or program related to a specific geographic area or jurisdiction within the RTA region, the meeting or hearing is held within that geographic area or jurisdiction. Appropriate elected officials as identified in the stakeholder analysis are consulted and/or informed of relevant outreach activities within their jurisdictions.

Public meetings are held in locations accessible to people with disabilities and are located near a transit route when possible.

Title VI information on the RTA Website

In August 2016, the RTA added a Title VI section to the RTA website where the public can learn about the RTA's Title VI commitments, Non-Discrimination Policy, and Language Access Plan (LAP), as well as download the Title VI complaint process and complaint form.

At the same time, a Spanish-language version of the Title VI webpage was added to the RTA website, with all the same information and documents. A "Google Translate" button was also added to the Title

VI webpage to allow users to translate the entire RTA website into over 50 languages. The public can access the English and Spanish versions of the Title VI web pages from RTA's homepage.

Federal Transit Administration Section 5311 funding provides grant dollars to pay for rural transit service and capital expenses. Every two years, the RTA applies for this funding via the Arizona Department of Transportation. A public hearing was held as part of the FY 2026 grant application process, and public notices were published in the newspaper and on the RTA website.

PAG has developed maps showing the concentration distribution of “protected” classes (as defined by federal regulation) within the region. These maps, along with official population statistics, current estimates and projections, and other household data in the RTA region, assist in analyzing the potential disparate impacts of RTA projects and programs on these groups.

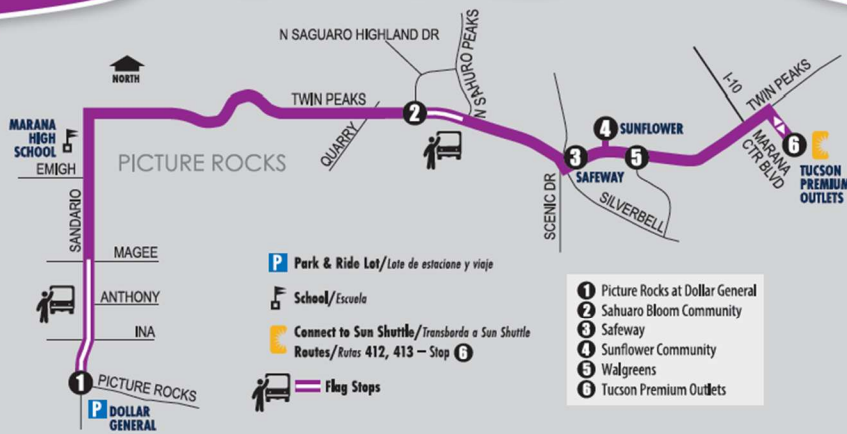
Below is a table containing the demographic composition of the RTA region's population and is taken from data from the 2023 American Community Survey.

Jurisdiction	Total Population	White Alone	Black or African American	Native American or Alaska Native		Asian	Native Hawaiian and other Pacific Islanders	Some Other Race	Hispanic	Two or More Races
Pima County (PAG Planning Area)	1,049,947	51.2%	3.3%	2.0%		2.9%	0.1%	0.4%	36.1%	2.9%
City of Tucson	543,348	43.7%	4.6%	1.4%		3.0%	0.2%	0.3%	42.7%	3.1%
City of South Tucson	4,601	8.4%	3.1%	12.5%		0.2%	0.0%	0.3%	74.8%	1.7%
Town of Marana	54,487	61.1%	3.0%	1.0%		4.2%	0.0%	0.6%	26.2%	3.2%
Town of Oro Valley	47,595	76.3%	1.4%	0.1%		3.6%	0.1%	0.3%	14.6%	2.5%
Town of Sahuarita	35,012	56.0%	2.8%	0.1%		1.0%	0.1%	0.8%	36.0%	3.4%
Tohono O'odham Nation	9,561	3.5%	0.2%	85.5%		0.0%	0.0%	0.0%	9.3%	1.4%
Pascua Yaqui Tribe	3,466	1.0%	0.2%	72.6%		0.0%	0.1%	0.1%	24.5%	1.5%
Unincorporated Pima County	365,904	57.9%	1.6%	3.5%		2.5%	0.0%	0.4%	30.2%	2.8%

Source: 2023 American Community Survey 5-year Estimates

NEW! Sun Shuttle Pilot service Picture Rocks 414P with connections to additional Sun Shuttle routes to Marana and Tucson.

¡Nuevo! Servicio Piloto de Sun Shuttle Picture Rocks 414P con conexiones a rutas adicionales de Sun Shuttle a Marana y Tucson.



Download the Trip Shot app!



@SunTran_Tucson

@SunTranTucson

suntran.com/sunshuttle

Local Postal
Customer

New! Sun Shuttle service: 414P to Picture Rocks.

This is a pilot program in Picture Rocks that is currently in service and free until October 2023. We need your feedback on this service. Scan the QR code to take the survey or join April 6th at 5:30 PM at the Picture Rocks Community Center, 5615 N Sanders Rd, Tucson, AZ 85743.

¡Nuevo! Servicio Sun Shuttle: 414P a Picture Rocks.

Este es un programa piloto en Picture Rocks que actualmente está en servicio y es gratuito hasta octubre de 2023. Necesitamos sus comentarios sobre el servicio. Escanee el código QR para realizar la encuesta o únase a nosotros el 6 de abril a las 5:30 PM en el Centro Comunitario Picture Rocks, 5615 N Sanders Rd, Tucson, AZ 85743.



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Arizona Bilingual Newspaper

April 15, 2021 • 🌐



Pima Association of Governments invites you to attend a virtual open house to learn how federal, state and local transportation dollars will be spent in the Tucson metropolitan area for the next five years. Learn how the five-year transportation improvement program, or TIP, is developed and your role in the process at one of two virtual open houses April 20 and April 21. You can view the draft plan and comment at PAGregion.com/TIP.



Tuesday, April 20, 2021 • 10 a.m. - noon
Wednesday, April 21, 2021 • 4:30 - 6:30 p.m.

REGISTER



1

1 Share



Like



Comment



Share

Public Input

Transportation Virtual Open Houses



Register at: PAGregion.com

Learn how your transportation dollars will be programmed for the next five years for roadways, transit, safety, interstate interchanges, bicycle and pedestrian facilities, and more.

Pima Association of Governments (PAG), the greater Tucson region's metropolitan planning organization, invites you to join us for open house presentations and the opportunity to review and comment on PAG's draft Transportation Improvement Program (TIP) for FY 2022-2026.

Draft FY 2022-26 TIP materials will be posted for review at PAGregion.com at least 24 hours prior to the first open house.

Tuesday, April 20, 2021
10 a.m. - noon

Presentations start at
10 a.m. and 11 a.m.

Wednesday, April 21, 2021
4:30 - 6:30 p.m.

Presentations start at
4:30 p.m. and 5:30 p.m.

*For questions or reasonable accommodations,
call 792-1093 or email info@pagregion.com.*

*Si necesita ayuda con traducción, llame por favor
al 792-1093 y comuníquese con Nathan Barrett.*



Buscando la opinión



Casas Abiertas Virtuales sobre transportación



Regístrate en: [PAGregion.com](https://pagregion.com)

Aprende cómo se programarán sus dólares de transporte durante los próximos cinco años para carreteras, tránsito, seguridad, intercambios interestatales, instalaciones para bicicletas y peatones, y más.

La Asociación de Gobiernos de Pima (PAG), la organización de planificación metropolitana de la región metropolitana de Tucson, lo invita a unirse a nosotros para las presentaciones de puertas abiertas y la oportunidad de revisar y comentar sobre el borrador del Programa de Mejora del Transporte (TIP) de PAG para los años fiscal 2022-2026.

Los materiales para el TIP provisional para los años fiscales 2022-2026 se publicarán para tu revisión en [PAGregion.com](https://pagregion.com) al menos 24 horas antes de la primera jornada de puertas abiertas.

**Martes, 20 de abril de 2021,
10 a.m. - mediodía**

Las presentaciones comienzan a las
10 a.m. y a las 11 a.m.

**Miércoles, 21 de abril de 2021
4:30 - 6:30 p.m.**

Las presentaciones comienzan a las
4:30 p.m. y a las 5:30 p.m.

*Si necesita ayuda con traducción, llame por favor
al 792-1093 y comuníquese con Nathan Barrett.*

*For questions or reasonable accommodations,
call 792-1093 or email info@pagregion.com.*



Language Access Plan (LAP)

Regional Transportation Authority of Pima County has developed the following Language Access Plan (LAP) to help identify reasonable steps to provide language assistance for LAP persons seeking meaningful access to **Regional Transportation Authority of Pima County** services as required by Executive Order 13166. A Language Access Plan person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, notification to LAP persons that assistance is available, and information for future plan updates. In developing the plan while determining the **Regional Transportation Authority of Pima County's** extent of obligation to provide LAP services, the **Regional Transportation Authority of Pima County** undertook a U.S. Department of Transportation four-factor LAP analysis which considers the following:

- 1) The number or proportion of LAP persons eligible in the **Regional Transportation Authority of Pima County** service area who may be served or likely to encounter by **Regional Transportation Authority of Pima County** program, activities, or services;

Languages Spoken at Home in Pima County by LAP Persons who speak English "less than very well"						
	Total Population (excluding those under 5 years old)	LAP Population	% Total Non-LAP Population	% Total LAP Population	% Total LAP Population that Speaks Spanish	% Total LAP Population that Speaks Language Other Than Spanish
Pima County	988,748	73,579	92.6%	7.4%	69.9%	30.1%
2023 American Community Survey 5-Year Estimates--Table ID: C16001 *Data for this table excludes individuals under the age of 5						

The Top Three Languages Spoken at Home in Pima County
by LAP Persons who speak English "less than very well"
(US Census Bureau's 2023 American Community Survey)

LAP Persons who Speak Spanish		LAP Persons who Speak Chinese		LAP Persons who Speak Arabic	
Total	Percent of Total	Total	Percent of Total	Total	Percent of Total
64,178	78.7%	2,949	3.6%	1,613	2.0%

- 2) The frequency with which LAP individuals come in contact with an Regional Transportation Authority of Pima County services;

Regional Transportation Authority of Pima County's staff reviewed the frequency with which office staff, dispatchers and drivers have, or could have, contact with LAP persons for 2026 . Regional Transportation Authority of Pima County averages 0 contacts per month.

- 3) The nature and importance of the program, activities or services provided by the Regional Transportation Authority of Pima County to the LAP population.
- 4) The resources available to Regional Transportation Authority of Pima County and overall costs to provide LAP assistance. A brief description of these considerations is provided in the following section.

Regional Transportation Authority of Pima County provides a statement in Spanish and will for additional languages specific to the LAP community make up that will be included in all public outreach notices. Every effort will be made to provide vital information to LAP individuals in the language requested.

Safe Harbor Provision for written translations

Regional Transportation Authority of Pima County complies with the Safe Harbor Provision, as evidenced by the number of documents available in the Spanish language. With respect to Title VI information, the following shall be made available in Spanish:

- (1) Non Discrimination Notice
- (2) Discrimination Complaint Procedures
- (3) Discrimination Complaint Form

In addition, we will conduct our marketing (including using translated materials) in a manner that reaches each LAP group. Vital documents include the following:

- (1) Notices of free language assistance for persons with LAP
- (2) Notice of Non-Discrimination and Reasonable Accommodation
- (3) Outreach Materials
- (4) Bus Schedules
- (5) Route Changes
- (6) Public Hearings

1) **Regional Transportation Authority of Pima County** provides language assistance services through the below methods:

- ☒ Staff is provided a list of what written and oral language assistance products and methods the agency has implemented and how agency staff can obtain those services.
- ☒ Instructions are provided to customer service staff and other **Regional Transportation Authority of Pima County** staff who regularly take phone calls from the general public on how to respond to an LAP caller.
- ☒ Instructions are provided to customer service staff and others who regularly respond to written communication from the public on how to respond to written communication from an LAP person.
- ☒ Instructions are provided to vehicle operators, station managers, and others who regularly interact with the public on how to respond to an LAP customer.
- ☒ Use of “I Speak” cards.
- ☒ Bilingual or multilingual versions of:
 - ☒ “How to ride” brochures
 - ☒ System maps and timetables
- Agency training
 - All staff members will receive training regarding the RTA’s responsibilities for providing LAP services and the resources that the RTA has available in fulfilling these responsibilities.
 - Staff will receive instruction on what to do when individuals with limited English proficiency seek to participate in an RTA process or utilize an RTA service.
 - The RTA’s Human Resource Director shall maintain a list of RTA employees who speak or write additional languages other than English.
 - Identify individuals who need language assistance
 - The RTA utilizes the Census “Language Identification Flashcards” to identify potential future needs. These cards have been enhanced to include O’odham and Yaqui, as these are the predominate Native American languages spoken in the RTA region.
 - The RTA will examine records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine the extent to which language assistance might be needed at future events.

- When the RTA sponsors an event, there will be a staff person to greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English.
- Front-office staff and other staff members who speak directly with the general public will be surveyed annually on their experience concerning any contacts with LAP persons during the previous year.
- Outreach techniques
- RTA agendas contain a footnote in English and Spanish that translations are available upon request.
 - *The Meeting Room is accessible to persons with handicaps. In compliance with the Americans with Disabilities Act (ADA), those requiring special assistance, such as large-type face print, sign language or other reasonable accommodations, may request those through the administrative offices at: 1 E. Broadway, Suite 401, Tucson, Arizona 85701 (520) 792-1093, at least twenty-four hours before the meeting. Si necesita ayuda con traducción, llame por favor al 792-1093 y comuníquese con Nathan Barrett.*
- The RTA website provides a link to program summary materials translated into Spanish.
- Public notices and advertisements to public meetings include a footnote, in Spanish, that translation is available upon request.
- RTA member jurisdictions include the Pascua Yaqui Tribe and Tohono O'odham Nation. Some members of both the Tribe and the Nation have greater proficiency with their own tribal languages than with English. When RTA events take place on Tribal or Nation Lands, efforts are made to work with the respective jurisdictional staff to make accommodations for cultural and language assistance as the hosting jurisdiction deems appropriate.

2) Regional Transportation Authority of Pima County has a process to ensure the competency of interpreters and translation service through the following methods:

Regional Transportation Authority of Pima County will ask the interpreter or translator to demonstrate that he or she can communicate or translate information accurately in both English and the other language. Regional Transportation Authority of Pima County will train the interpreter or translator in specialized terms and concepts associated with the agency's policies and activities. Regional Transportation Authority of Pima County will instruct the interpreter or translator that he or she should not deviate into a role as counselor, legal advisor, or any other role aside from interpreting or translator. Regional Transportation Authority of Pima County will ask the interpreter or translator to attest that he or she does not have a conflict of interest on the issues that they would be providing interpretation services.

3) Regional Transportation Authority of Pima County provides notice to LAP persons about the availability of language assistance through the following methods:

- ☒ Posting signs in intake areas and other points of entry
- ☒ Statements in outreach documents that language services are available from the agency.

- ☒ Working with community-based organizations and other stakeholders to inform LAP individuals of the Recipients' services, including the availability of language assistance services
- ☒ Information tables at local events
- ☒ Signs and handouts available in vehicles and at stations
- ☒ Agency websites

4) **Regional Transportation Authority of Pima County** monitors, evaluates and updates the LAP plan through the following process:

Regional Transportation Authority of Pima County will monitor the LAP plan by conducting an annual Four-Factor analysis, establishing a process to obtain feedback from internal staff and members of the public and conducting internal evaluations to determine whether the language assistance measures are working for staff. **Regional Transportation Authority of Pima County** will make changes to the language assistance plan based on feedback received. **Regional Transportation Authority of Pima County** may take into account the cost of proposed changes and the resources available to them. Depending on the evaluation, **Regional Transportation Authority of Pima County** may choose to disseminate more widely those language assistance measures that are particularly effective or modify or eliminate those measures that have not been effective. **Regional Transportation Authority of Pima County** will consider new language assistance needs when expanding transit service into areas with high concentrations of LAP persons will consider modifying their implementation plan to provide language assistance measures to areas not previously served by the agency.

5) **Regional Transportation Authority of Pima County** trains employees to know their obligations to provide meaningful access to information and services for LAP persons and all employees in public contact positions will be properly trained to work effectively with in-person and telephone interpreters. **Regional Transportation Authority of Pima County** will implement processes for training of staff through the following procedures:

Regional Transportation Authority of Pima County will identify staff that are likely to come into contact with LAP persons as well as management staff that have frequent contact with LAP persons in order to target training to the appropriate staff. **Regional Transportation Authority of Pima County** will identify existing staff training opportunities, as it may be cost-effective to integrate training on their responsibilities to persons with limited English proficiency into agency training that occurs on an ongoing basis. **Regional Transportation Authority of Pima County** will include this training as part of the orientation for new employees. Existing employees, especially managers and those who work with the public may periodically take part in re-training or new training sessions to keep up to date on their responsibilities to LAP persons. **Regional Transportation Authority of Pima County** will implement LAP training to be provided for agency staff. **Regional Transportation Authority of Pima County** staff training for LAP to include:

- A summary of the **Regional Transportation Authority of Pima County** responsibilities under the DOT LAP Guidance;
- A summary of the **Regional Transportation Authority of Pima County** language assistance plan;
- A summary of the number and proportion of LAP persons in the **Regional Transportation Authority of Pima County** service area, the frequency of contact between the LAP population

and the agency's programs and activities, and the importance of the programs and activities to the population;

- A description of the type of language assistance that the agency is currently providing and instructions on how agency staff can access these products and services; and
- A description of the **Regional Transportation Authority of Pima County** cultural sensitivity policies and practices.

Language Identification Flashcard

2004 Census Test		United States Census 2010
LANGUAGE IDENTIFICATION FLASHCARD		
☐	ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.	1. Arabic
☐	Խոսողո՞ւմ ե՞սք 'նշո՞ւմ՝ կատարե՞լք այս քանակություն, եթե խոսում կամ կարողո՞ւմ եք հայերեն:	2. Armenian
☐	যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্স দাগ দিন।	3. Bengali
☐	ឈ្មោះបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។	4. Cambodian
☐	Motka i kahhon ya yangin ñntüñgnu' manitai pat ñntüñgnu' kumentos Chamorro.	5. Chamorro
☐	如果你能读中文或讲中文，请选择此框。	6. Simplified Chinese
☐	如果你能讀中文或講中文，請選擇此框。	7. Traditional Chinese
☐	Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.	8. Croatian
☐	Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.	9. Czech
☐	Kruis dit vakje aan als u Nederlands kunt lezen of spreken.	10. Dutch
☐	Mark this box if you read or speak English.	11. English
☐	اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.	12. Farsi

08-3309

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Economic and Statistics Administration
U.S. CENSUS BUREAU

☐ Cocher ici si vous lisez ou parlez le français.	13. French
☐ Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
☐ Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
☐ Make kazyé sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
☐ अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
☐ Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
☐ Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet.	19. Hungarian
☐ Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
☐ Marchi questa casella se legge o parla italiano.	21. Italian
☐ 日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
☐ 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
☐ ໃຫ້ທ່ານໄຫລ່ຊ່ວງນີ້ ຖ້າທ່ານອ່ານຫຼືເປົ່າພາສາລາວ.	24. Laotian
☐ Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

DB-3309

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

☐ Cocher ici si vous lisez ou parlez le français.	13. French
☐ Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
☐ Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
☐ Make kazyé sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
☐ अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
☐ Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
☐ Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet.	19. Hungarian
☐ Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
☐ Marchi questa casella se legge o parla italiano.	21. Italian
☐ 日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
☐ 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
☐ ໃຫ້ລາຍເລັກຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືເຫມາະສາດາດ.	24. Laotian
☐ Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

D9-3309

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

Non-elected Committees Membership Table

Subrecipients who select the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

☒ **Regional Transportation Authority of Pima County** does not select the membership of any transit-related committees, planning boards, or advisory councils.

Monitoring for Subrecipient Title VI Compliance

Describe how you monitor your subrecipients. This can be through site visits, submissions of Title VI Plans annually, or training and surveys.

☒ **Regional Transportation Authority of Pima County** does not monitor subrecipients for Title VI compliance as it does not have any FTA subrecipients.

Title VI Equity Analysis

A subrecipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. “Facilities” in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FTA funds, if the subrecipient organization receives any FTA dollars, it must comply with this requirement.

☒ **Regional Transportation Authority of Pima County** has no current or anticipated plans to develop new transit facilities covered by these requirements

Fixed Route Transit Provider Analysis

Fixed Route: Public transit service (other than by aircraft) provided on a repetitive, fixed-schedule basis along a specific route, with vehicles stopping to pick up passengers.

A subrecipient providing fixed route service, as defined above, must determine the distribution of transit amenities or the vehicle assignments for each mode in a non-discriminatory manner. The subrecipient must develop policies to ensure service is not distributed on the basis of race, color, or national origin.

Effective practices to fulfill the Service Standards requirements include developing written policies covering each of the following service indicators: (can be expressed in writing or in table format – see Circular Appendix G & H pp. 87-91)

1) Vehicle Load for Each Mode

The Sun Shuttle fleet comprises a mix of 22', 26', and 30' foot cut-away transit vehicles. The average load factor for vehicles operating all day will not exceed 1.25 for all routes. The RTA's vehicles are not designed for passenger standing room. Our contractors ensure that if vehicles are at capacity that a back-up vehicle is provided.

2) Vehicle Headway for Each Mode

Sun Shuttle routes operate primarily as neighborhood circulators or intercity connectors. These service types typically operate less frequently than urban core services. As such, Sun Shuttle routes maintain a scheduled headway of 1.5 hours or better. Sun Shuttle routes operate at the same frequency all day. RTA's contractors maintain headway according to the posted schedule and to allow for passenger transfers and sufficient break time for drivers.

3) On Time Performance for Each Mode

The on-time performance standard for the Sun Shuttle fixed-route system is up to five (5) minutes late, but less than one (1) minute early relative to the printed time-point in the Ride Guide.

4) Service Availability for Each Mode

RTA's contractors ensure that vehicles are available and ready to provide scheduled service on each route.

5) Transit amenities for each mode

The RTA provides transit amenities for its customers in partnership with Sun Tran. These items include seating, shelters, canopies, and signage at bus stops, as well as signage, maps, schedules, and waste receptacles at transit centers. All bus stops and transit centers are ADA accessible. The distribution of amenities is determined by Sun Tran, and transit centers are shared with Sun Tran routes. The Sun Shuttle fleet operates seamlessly within the larger Sun Tran transit system. In many cases, Shuttle buses are able to take advantage of existing Sun Tran bus stop infrastructure. In areas served only by Sun Shuttle, transit amenities are based on the number of passenger boardings per stop.

6) Vehicle assignments for each mode

Vehicles operated in the Sun Shuttle service fleet will not exceed an average age of five years. All vehicles are similarly equipped with standard equipment including air-conditioning and ADA accessibility. Buses are assigned to routes that match the characteristics of the vehicles. Larger 36-foot buses are operated primarily on high ridership intercity routes. Smaller 22-foot vehicles are operated in the general public dial-a-ride areas. Vehicle assignments are determined by RTA's contractor and vehicles are assigned based on capacity and maintenance schedules, ensuring all passengers are served equally.

Board Approval for the Title VI Plan

The Plan will be taken to the RTA Board at their scheduled September 2026 meeting. Board minutes will be inserted here.

SUBJECT: RTA Sun Shuttle and Sun Shuttle Dial a Ride Contract Amendment

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Consent Action	6b

REQUESTED ACTION/SUGGESTED MOTION

The RTA Board will be asked to authorize the RTA Executive Director to amend the contract with MTM Transit LLC and increase the 3-year estimated contract cost by \$277,491 to account for increased paratransit usage.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 40 – Transportation Planning

SUMMARY

The RTA directly contracts for Sun Shuttle fixed-route and Sun Shuttle ADA Dial-A-Ride paratransit services in the delivery of special needs transit for Elderly and Disabled Citizens (RTA #47), Neighborhood Circulator Bus Systems (RTA #48), and Express Service Expansion (RTA #49). A new RFP for solicitation has been conducted.

On May 29, 2025, the RTA Board authorized the RTA Executive Director to negotiate a contract with MTM Transit LLC for a three-year contract with up to two one-year extensions. The RTA's contract with MTM Transit began on September 28, 2026. Since that date, paratransit ridership has increased by approximately 27%. This unexpected increase in service has required additional resources and funding to effectively meet demand. Additionally, to keep service costs within budget, there has been an effort to increase the usage of Transportation Network Companies (TNCs) like Uber and Lyft for certain paratransit trips. Lastly, the operation of Route 685 from Ajo to Phoenix transitioned from MTM Transit to Valley Metro on July 27, 2026. All these service changes necessitate a contract amendment.

There are 5 sections of this contract amendment that address; 1. The need to allow and increase TNC usage for paratransit service. 2. The removal of Route 685 from this contract's scope. 3. A contract pricing adjustment to include TNC trip costs. While the 3-year contract amount has increased by \$277,491, it now accounts for all TNC paratransit trip costs, which was not included in the original contract pricing.

PRIOR BOARD AND/OR COMMITTEE ACTION

N/A

FINANCIAL CONSIDERATIONS

The estimated cost of the amended contract will increase by \$277,491 for the three-year base

contract period. The grand total for the contract reflects the inclusion of the cost of TNCs which was originally in addition to the contract total.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

N/A

ATTACHED ADDITIONAL BACKUP INFORMATION

The contract amendment is attached for reference.

Staff Contact/Phone	Mike Ortega, (520) 495-1420 Mary Carter, (520) 495-1424 Preston McLaughlin, (520) 495-1415 Alicia Roberson, (520) 495-1470
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**SECOND AMENDMENT
TO
REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY CONTRACT FOR
TRANSIT SERVICES**

This **Second Amendment to Regional Transportation Authority of Pima County Contract for Transit Services** (this "Amendment") is made and entered into as of September 9, 2026 (the "Effective Date") by and between the **Regional Transportation Authority of Pima County ("RTA")** and **MTM Transit, LLC ("Contractor")**. RTA and Contractor are referred to collectively as the "Parties" and each individually as a "Party".

WHEREAS, the Parties are parties to that certain Regional Transportation Authority of Pima County Contract for Transit Services, dated September 9, 2026 (the "Agreement"); and

WHEREAS, the Parties now wish to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Amendment, the Parties hereby agree to the new terms as follows:

Scope of Work Section 1.32.3: No Independent Contractors and use of Third-Party Providers

Original Terms:

- a. No independent Contractors should be considered to fulfill the needs of driver staffing. A mix of full-time and part-time drivers is required to provide the quality of service expected for Sun Shuttle service.
- b. Third-party providers such as Uber, Lyft, and other ride sourcing as well as cab services may be used on an exception and temporary basis with prior approval by the RTA. The provider must meet RTA insurance requirements. The RTA does not pay for gasoline of third-party providers.
- c. RTA reimbursement for services by Third-party providers such as Uber, Lyft and other ride sourcing and cab service will be reimbursed 10% above the costs to the CONTRACTOR. CONTRACTOR must provide official service receipts of the trips provided.
- d. Prior to using third-party providers, CONTRACTOR must formalize Standard Operating Procedures (SOPs) that detail exactly how the trip dispatching process will occur when trips are dispatched to third party (Uber, Lyft, taxi service or other subcontractor). SOPs will be provided to RTA for review and approval prior to engaging third-party providers.
- e. If third-party providers and subcontractors are used for longer than 30 days, CONTRACTOR must outline how third-party service providers will be utilized, the circumstances why they are needed and a deadline for when the CONTRACTOR will discontinue use. f. RTA will audit the monthly passenger trips to make sure third-party contractors and subcontractors are not providing CONTRACTOR directly billed trips to the RTA.

New Terms:

- a. A mix of full-time and part-time drivers is required to provide the quality of service expected for Sun Shuttle service. Therefore, Independent Contractors should not be used to fulfill the need for necessary

September 2026

driver staffing. Nor may it serve as a substitute for vehicle shortages to meet capacity, delays in right-sizing a fleet, or due to a direct or indirect failure to maintain vehicles in a state of good repair. Additionally, all subcontracted transit services will be held to the same performance standards as MTM Transit. All applicable metrics, including On-Time Performance (OTP), rider complaints, and missed trips will be collected, analyzed, and reported on each month. Subcontracted paratransit trip data will not be included in Liquidated Damage (LD) calculations.

b. Third-party providers such as Uber, Lyft, and any other ride sourcing, including cab services, may be used only with prior approval by the RTA. The provider must meet RTA insurance requirements and have the necessary provisions for providing equivalent service which includes but is not limited to scheduling and dispatching practices, shared closed-loop trips, and upholding equivalent safety and training standards. The training standards should be comparable to the training provided to employees of the contractor. The RTA reserves the right to review the Safety and ADA training practices of all third-party providers prior to approving subcontracted paratransit services.

c. RTA reimbursement for services by third-party providers such as Uber, Lyft and other ride sourcing and cab service will be reimbursed 10% above the costs to the CONTRACTOR. The CONTRACTOR must provide official service receipts of the trips provided. The RTA does not pay for gasoline of third-party providers. The RTA reserves the right to withhold or claw back reimbursements for any ineligible trip provided by a third-party provider. Ineligible trips include those provided by unapproved third-party providers, third party providers not meeting the minimum federal requirements, or providers who are “suspended” due to poor performance.

d. The CONTRACTOR must provide individual trip data for all subcontracted trips to the RTA each month. This data should be equivalent to what is collected and reported to the RTA for MTM provided paratransit trips. All subcontracted paratransit trips must be scheduled and reported through MTM Transit’s current trip scheduling software.

e. The CONTRACTOR must formalize Standard Operating Procedures (SOPs) that detail how the trip dispatching process will occur when trips are dispatched to a third party (Uber, Lyft, taxi service or other subcontractor), and the process for resolving and reporting issues in a timely manner. The contractor must ensure the SOP clearly states any differences in the dispatching process or resolution practices between providers. Contact information for matters warranting resolution must be clearly identified within the SOP for each third-party provider.

The SOPs will be provided to RTA for review and must be approved prior to engaging any third-party provider.

f. Third-party providers and subcontractors must have provisions for closed-loop shared trips. Third party providers unable to meet the standard of providing closed loop shared trips may be used only for single rider trips on a limited and temporary basis not to exceed 30 days, unless approved by the RTA. The contractor may request from the RTA permission to extend past 30 days but not for increased use. The request must be made in writing and include an outline of how the third-party service provider (unable to provide shared closed loop trips) will be utilized, the circumstances for why they are needed and a proposed deadline for when the CONTRACTOR will discontinue use. All third-party providers are subject to review and approval for continued use at the RTA’s discretion. The RTA reserves the right to make these determinations based on the same performance metrics the contractor is held to, including reviewing any

customer complaints. Third-party providers may be subject to suspension from providing service, if there is a pattern of substandard performance or due to a high number of complaints or any potential egregious complaint.

g. RTA will audit the monthly passenger trips to ensure subcontractors are not providing CONTRACTOR directly billed trips to the RTA.

Scope of Work SECTION 1.3.1: Sun Shuttle Service

Original Terms:

The Sun Shuttle services that the CONTRACTOR will operate are comprised of nine (9) distinct transit routes that provide fixed route and in some cases deviated fixed-route services. The CONTRACTOR will provide the required ADA complementary paratransit service for Sun Shuttle via the Sun Shuttle Dial-a-Ride service for all routes except for Route 421X Green Valley/Sahuarita and Intercity Route 486. Contractor will also operate Valley Metro Route 685 that travels between Ajo to Phoenix. There are currently plans to transfer service operations to Valley Metro before the end of calendar year 2025.

New Terms:

The Sun Shuttle services that the CONTRACTOR will operate are comprised of eight (8) distinct transit routes that provide fixed route service. The CONTRACTOR will provide the required ADA complementary paratransit service for Sun Shuttle via the Sun Shuttle ADA Dial-a-Ride service for all routes except for Route 421X, Green Valley/Sahuarita, and Intercity Route 486.

Contract Section 5: Contract Value

Original Terms:

The RTA has authorized this Contract for three (3) years with two possible one (1) year extensions for a maximum contract period of five (5) years with a maximum three-year budget of \$41,325,870, not including TNC costs. Pricing will be renegotiated between the Contractor and the RTA at the end of the three-year term if optional extension year one is requested by the RTA.

New Terms:

The RTA has authorized this Contract for three (3) years with two possible one (1) year extensions for a maximum contract period of five (5) years with a maximum three-year budget, not to exceed \$41,914,716, including all TNC costs. Pricing will be renegotiated between the Contractor and the RTA at the end of the three-year term if optional extension year one is requested by the RTA.

Temporary Waiver of Paratransit On-Time Performance (OTP) Liquidated Damages (LDs)

RTA grants MTM Transit with a waiver for any Liquidated Damages associated with On-Time Performance for paratransit incurred between July 1st, 2026, and December 31st, 2026. This waiver is only valid for the 1% of total invoice scenario where OTP does not fall below 93% for complementary trips or below 88% for optional trips, as stated in the contract. OTP that falls below these values for paratransit service, will not be waived and are still expected to be deducted from the total invoice amount.

Contract Pricing Sheet

Original Pricing:

APPENDIX J - Pricing Page	
CONTRACTOR:	

Sun Shuttle Fixed Route and General Public Dial-a-Ride

		Year 1		Year 2		Year 3	
		Variable Rate					
SERVICE	ANNUAL ESTIMATED VEHICLE REVENUE MILES *	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL
Sun Shuttle Fixed Route - See note below	819,716	\$2.430	\$1,991,910	\$2.500	\$2,049,290	\$2.580	\$2,114,867
Sun Shuttle General Public Dial-a-Ride	143,233	\$4.070	\$582,958	\$4.190	\$600,146	\$4.320	\$618,767
Sun Shuttle ADA Dial-a-Ride	1,017,497	\$3.980	\$4,049,638	\$4.100	\$4,171,738	\$4.220	\$4,293,837
Total Annual Variable Rate Cost			\$6,624,506		\$6,821,174		\$7,027,471

* Estimates based on FY2024 revenue miles

NOTE: DO NOT INCLUDE FUEL COSTS FOR FIXED ROUTE SERVICE; RTA WILL PAY SAID COSTS DIRECTLY

Fixed Rate			
Administration	\$3,242,806	\$3,286,593	\$3,360,500
Customer Service	\$1,096,992	\$1,133,615	\$1,171,745
Insurance	\$528,390	\$536,316	\$544,361
Depreciation	\$1,311,569	\$1,311,569	\$1,311,569
Total Annual Fixed Rate Cost	\$6,179,757	\$6,268,093	\$6,388,175
Overhead	\$486,048	\$492,996	\$502,441
Profit	\$277,742	\$281,712	\$287,109
Total Profit & Overhead	\$763,790	\$774,708	\$789,550
Total Annual Costs/Pricing per Year	\$13,568,053	\$13,863,975	\$14,205,196

New Pricing:

New pricing sheet with exclusion of Route 685 variable and fixed rate costs, reduction of in-house paratransit trips, inclusion of expected TNC paratransit trip costs, and added vehicle insurance costs.

APPENDIX J - Pricing Page							
CONTRACTOR: MTM Transit							
Sun Shuttle Fixed Route and General Public Dial-a-Ride							
		Year 1		Year 2		Year 3	
		Variable Rate					
SERVICE	ANNUAL ESTIMATED VEHICLE REVENUE MILES *	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL	VARIABLE RATE PER REVENUE MILE	ANNUAL VARIABLE RATE TOTAL
Sun Shuttle Fixed Route* - See note below	697,711	\$2.43	\$1,695,438	\$2.50	\$1,744,278	\$2.58	\$1,800,094
Sun Shuttle General Public Dial-a-Ride	143,233	\$4.07	\$582,958	\$4.19	\$600,146	\$4.32	\$618,767
Sun Shuttle ADA Dial-a-Ride**	723,924	\$3.98	\$2,881,218	\$4.10	\$2,968,088	\$4.22	\$3,054,959
* Estimates based on FY2026 revenue miles			\$5,159,613		\$5,312,512		\$5,473,821
** Based on 25% reduction of MTM paratransit service							
TNC Trips***	519,379	N/A	\$ 1,483,698	N/A	\$ 1,528,209	N/A	\$ 1,572,527
*** Estimate based on proportional % increase in TNC provided paratransit service							
NOTE: DO NOT INCLUDE FUEL COSTS FOR FIXED ROUTE SERVICE; RTA WILL PAY SAID COSTS DIRECTLY							
		Fixed Rate					
	Administration		\$3,242,806		\$3,286,593		\$3,360,500
	Customer Service		\$1,096,992		\$1,133,615		\$1,171,745
	Insurance		\$776,347		\$770,195		\$473,488
	Depreciation		\$1,311,569		\$1,311,569		\$1,311,569
	Total Annual Fixed Rate Cost		\$6,427,714		\$6,501,972		\$6,317,302
	Overhead		\$476,823		\$441,977		\$451,422
	Profit		\$271,155		\$245,287		\$250,684
	Total Profit &		\$747,978		\$687,264		\$702,106
	Total Annual Costs/Pricing per Year		\$13,819,003		\$14,029,957		\$14,065,756

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date above listed.

Regional Transportation Authority Pima County

MTM Transit, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

September 2026

SUBJECT: Contracts and Agreements Report

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Consent Action	6c

REQUESTED ACTION/SUGGESTED MOTION

This is an information item.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element, 1300, Administration

SUMMARY

- The RTA Contracts and Agreements Report for the period of June 15, 2026 through September 14, 2026 is presented.
- The report contains information on contracts and agreements with a value of up to \$50,000 that were started, extended or concluded.

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

- Zero new contracts were reported.
- Six extended contracts were reported.
- One expired contract was reported.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None.

ATTACHED ADDITIONAL BACKUP INFORMATION

PAG Contracts and Agreements Report for June, 2026 through September, 2026.

Staff Contact/Phone	Michael Ortega, (520) 792-1093, ext. 4420 Alicia Roberson, (520) 792-1093, ext. 4468
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Contracts and Agreements Report

6/15/2026 - 9/14/2026

New Contracts

Contract Number	Contractor	PAG Staff	Agency	Start Date	End Date	Amount	Program/Project
						\$0	
Total						\$0	

Extended Contracts

Contract Number	Contractor	PAG Staff	Agency	Start Date	End Date	Amount	Program/Project
23-014-01	Graphic Impact	Rick Ellis	RTA	07/01/2026	12/31/2026	\$50,000	6 month extension
26-005-00	Andrew Gordon (Urgent Care)	Steve Taylor	RTA	07/01/2026	12/31/2026	\$50,000	Small Business Outreach and consulting - 6 month extension.
26-006-00	Jan Waukon (Skyhouse)	Steve Taylor	RTA	07/01/2026	12/31/2026	\$50,000	Small Business Outreach and consulting - 6 month extension.
26-007-00	MJ Jensen (IdeaMagic)	Steve Taylor	RTA	07/01/2026	12/31/2026	\$50,000	Small Business Outreach and consulting - 6 month extension.
26-008-00	Ralph Robinson (Business Scape)	Steve Taylor	RTA	07/01/2026	12/31/2026	\$50,000	Small Business Outreach and consulting - 6 month extension.
26-016-00	Canacre Real Estate	Lance Peterson	RTA	05/08/2026	05/07/2027	\$50,000	Acquire properties, commercial, industrial, residential or vacant land *Cooperative Agreement with the City of Tucson
Total						\$250,000	

Expired Contracts

Contract Number	Contractor	PAG Staff	Agency	Start Date	End Date	Amount	Program/Project
14-045-00	US Bank	Rob Samuelson	RTA	07/02/2014	06/30/2026		To pay bond holders
Total						\$0	

SUBJECT: Memorandum of Understanding (MOU) between Pima Association of Governments (PAG) and the Regional Transportation Authority (RTA) for Fiscal Year 2027 to Fiscal Year 2031

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Action	7

REQUESTED ACTION/SUGGESTED MOTION

The RTA Board will be asked to approve renewal of the PAG/RTA Memorandum of Understanding for Fiscal Year 2027 to Fiscal Year 2031 as provided in the meeting materials and recommended by the Executive Director.

ASSOCIATED OWP WORK ELEMENT/GOAL

- Work Element 40, Regional Transportation Planning
- Work Element 41, Transportation Programming and Finance
- Work Element 46, Regional Transportation Authority Support / Project Management
- Work Element 00, Administration

SUMMARY

PAG and the RTA have been cooperating for the past several years under a Memorandum of Understanding (MOU) which requires renewal for Fiscal Years 2027-2031. The MOU specifically addresses personnel, offices and equipment administration, reimbursement, indemnification, insurance, financial books, annual reports, public records, inspections and audits for the upcoming year.

PRIOR BOARD AND/OR COMMITTEE ACTION

RTA Board approved the FY 2024-2025 MOU at its May 2023 meeting.

FINANCIAL CONSIDERATIONS

PAG will share its workforce, as necessary, with the RTA, at no cost to the RTA, except as provided in the agreement. PAG will remain the only legal employer of staff, and PAG shall be solely responsible for all workers' compensation, payroll, tax withholding, notices and other legal obligations of PAG and of employers generally, pursuant to all federal, state and local laws.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

PAG has authority to enter into this MOU by virtue of its Articles of Incorporation and the action of the PAG Regional Council, and the RTA has authority to enter into this MOU by virtue of A.R.S. sections 48-5302 (D); 48-5304 (18); 48-5308 (D)(2) and the action of the RTA Board.

ATTACHED ADDITIONAL BACKUP INFORMATION

Draft Fiscal Years 2027-2031 PAG/RTA MOU.

Staff Contact/Phone	Michael J. Ortega, (520) 792-1093
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MEMORANDUM OF UNDERSTANDING
between
PIMA ASSOCIATION OF GOVERNMENTS
and
the REGIONAL TRANSPORTATION AUTHORITY
for
FISCAL YEAR 2027-2031

This Memorandum of Understanding (“Understanding”) is entered into by and between Pima Association of Governments (“PAG”) and the Regional Transportation Authority of Pima County (“RTA”).

RECITALS

WHEREAS, PAG is an Arizona nonprofit corporation, formed for the purposes of coordinating multi-jurisdictional cooperation in transportation planning, and is designated as a Metropolitan Planning Organization for the Pima County region (the “Region”); and

WHEREAS, 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 and fund-raising as a municipal corporation through taxation and bonding, with the public’s input and voter approval; and

WHEREAS, PAG is entitled to receive, spend and allocate transportation funding from various sources, including federal, state and local governments; and

WHEREAS, PAG is governed by its Regional Council (the “PAG Council”) which is made up of officials from various local governments in the Region; and

WHEREAS, PAG has professional staff to create and update various long- and short-range transportation plans which secure transportation funding for the Region; and

WHEREAS, the RTA is governed by its Board of Directors (the “RTA Board”), which, pursuant to A.R.S. 48-5303 (A), is comprised of the members of the PAG Council; and

WHEREAS, pursuant to A.R.S. 48-5302 (D), the Executive Director of PAG serves as the Executive Director of the RTA; and

WHEREAS, on November 30, 2005, pursuant to A.R.S. 48-5309 (A), the RTA adopted a twenty-year, comprehensive, multimodal regional transportation plan (the “Plan”) that is to be primarily funded by a countywide transportation excise (sales) tax, described in A.R.S. 42-6106 (the “Tax”); and

WHEREAS, on May 16, 2006, the Plan and the Tax were both approved by the voters; and

WHEREAS, on March 10, 2026, a new 20-year Plan and Tax were both approved by the voters; and

WHEREAS, the new Plan and Tax went into effect on April 1, 2026, while the 2006 voter-approved

Plan and Tax sunset on March 31, 2026; and

WHEREAS, the RTA must undertake implementation of the 2026 voter-approved Plan and the Tax (collectively its “Mission”); and

WHEREAS, PAG and the RTA acknowledge that the state Legislature has created a symbiotic relationship between them inasmuch as their leadership and essential goals and purposes are substantially similar and compatible; and

WHEREAS, PAG has a qualified staff and other resources immediately available to assist the RTA in accomplishing its Mission; and

WHEREAS, PAG supports the Mission of the RTA and is willing and able to provide its resources and staff for use by the RTA in accomplishing that Mission; and

WHEREAS, RTA has authority pursuant to A.R.S. section 48-5304(7) to hire employees and fix the compensation of its employees; and

WHEREAS, RTA believes it will be more efficient and cost effective to use the services of PAG employees to carry out RTA’s Mission, including for the delivery of specific projects identified in the 2026 voter-approved Plan; and

WHEREAS, PAG has authority to enter into this Understanding by virtue of its Articles of Incorporation and the action of the PAG Regional Council, and the RTA has authority to enter into this Understanding by virtue of A.R.S. sections 48-5302 (D); 48-5304 (18); 48-5308 (D)(2) and the action of the RTA Board; and

WHEREAS, PAG and the RTA have been cooperating for the past several years under a prior memorandum of understanding.

NOW, THEREFORE, PAG AND RTA ACKNOWLEDGE, UNDERSTAND AND AGREE, AS FOLLOWS:

A. Specific Terms

1. **Personnel.** PAG will share its Executive Director, other program directors and the rest of its workforce, as necessary, (collectively “Staff”) with the RTA. RTA will reimburse PAG for the cost of personnel as provided in sections (A)(6) & (7), below. However, PAG will remain the only legal employer of staff, and PAG shall be solely responsible for all workers’ compensation, payroll, tax withholding, notices and other legal obligations of PAG, and of employers generally, pursuant to all federal, state and local laws. The employees of PAG shall not become employees of the RTA by virtue of this Understanding.
2. **Executive Director.** Pursuant to A.R.S 48-5304 (17), the Executive Director will be the chief administrator of the RTA. He shall be responsible for day-to-day operations, RTA continuation planning and preparation of all meeting agendas, including those of the RTA’s special committees and advisory bodies (collectively “Committees”), and is authorized to execute contractual and financial transactions on behalf of the RTA, pursuant to policies adopted by the RTA Board. He will coordinate all activities of the PAG Council and RTA

Board and Committees to facilitate accomplishment of the Mission without interference by others. He shall report to the RTA Board, on all expenditures made by PAG on the RTA's behalf, and on all other significant activities undertaken by staff on its behalf. He shall prepare an annual budget, as required by A.R.S. 48-252 and 48-5304 (7). He shall cooperate with legal counsel to provide timelines, financial information and recommendations to the RTA Board and Committees to ensure that the RTA and all parties to contractual agreements with the RTA meet all legal requirements and obligations to the RTA in accomplishing its Mission.

3. **Financial Transactions.** The Executive Director, or his designee, is authorized to execute financial transactions on behalf of the RTA, pursuant to policies adopted by the RTA Board.
4. **Offices and Equipment.** PAG will share all of its offices, equipment and other resources to support the RTA in accomplishing its Mission.
5. **Administration.** PAG, through the Executive Director, will provide and pay for all administrative and accounting services necessary and proper to administer and support the RTA and protect the resources PAG is providing to the RTA.
6. **RTA Administration, Projects and Programs.**
 - a. PAG will provide the professional planning, technical and administrative staff required to accomplish plan development for the RTA.
 - b. PAG will staff and manage the RTA's Small Business Assistance Program. Funding to manage and provide services for the Small Business Assistance program will be provided to PAG by the RTA.
 - c. The Executive Director may identify other RTA projects or programs within the Plan, which the Executive Director determines may be most efficiently implemented by PAG staff, including delivery of projects listed in the Plan when identified in a Project Charter. Funding to implement such projects and programs will be provided to PAG by the RTA in accordance with A.R.S. 48-5308(C), and the RTA's adopted budget.
7. **Reimbursement.** To the extent permitted by law, RTA will reimburse PAG for project-specific expenses beyond the funding authorized by A.R.S. 48-5308 (D) (2).
8. **Indemnification.** The Parties agree to indemnify, defend and hold harmless each other and their Boards, from, for, and against, any and all claims, demands, damages or penalties, brought by or on behalf of any persons or entities, arising out of the Parties' activities, as described herein, regardless of how such claims are worded or styled, and regardless of the specific cause of action or type of claim asserted.
9. **Insurance.** For the duration of this Understanding, PAG agrees to carry liability insurance necessary and proper to secure all of its commitments made herein, and PAG agrees to disclose this Understanding to its insurers and verify that they will insure the responsibilities undertaken by PAG herein. Until RTA notifies PAG that it has obtained its own insurance, PAG shall require that the RTA be identified as an additional insured on all of PAG's insurance policies, and will provide to the RTA certificates of insurance evincing RTA's status as additional insured and requiring that the RTA be notified in writing, at least ten days in advance, of any modification, termination or lapse of the insurance. The Executive Director may pursue insurance coverage for RTA and PAG through the Arizona Municipal

Risk Retention Pool.

10. **Financial Books, Annual Report and Public Records.** PAG agrees to keep and maintain for the RTA, for the duration of this Understanding, separate financial books, receipts and other records as are typically kept and maintained by Arizona special taxing districts, pursuant to governmental accounting standards, and shall file an annual report if required by A.R.S. 48-251. In addition, PAG shall keep and maintain for RTA its public records, as required by A.R.S. 39-101, et seq., and shall comply with the disclosure requirements therein. All records described in this section shall be turned over to the RTA upon termination of this Understanding.
11. **Inspections and Audits.** PAG agrees to permit inspections or audits of any of its financial books or records, upon reasonable notice, by the RTA or anyone authorized by the RTA to conduct any inspections or audits on the RTA's behalf. PAG agrees to have performed a financial audit, pursuant to A.R.S. 48-5304 (8), consistent with governmental accounting standards, upon the close of each fiscal year.

B. General Terms

12. **Severability.** If any provision of this Understanding shall be interpreted by a court of competent jurisdiction to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.
13. **Term, Termination and Modification.** The term of this Understanding shall be for five years, beginning on July 1, 2026, and ending on June 30, 2031, unless sooner terminated. However, this Understanding shall automatically renew for an additional one-year term, unless PAG or the RTA notifies the other, in writing, of its intention not to allow this Understanding to renew, at least thirty days prior to the beginning of the renewal term. Either PAG or the RTA may terminate this Understanding, at any time, with or without cause, by giving sixty days advance written notice one to the other. The parties may modify or amend this Understanding only by written agreement adopted by the PAG Regional Council and the RTA Board.
14. **No Partnership or Joint Agency.** Nothing in this Understanding shall be construed to create any partnership or joint agency relationship between PAG and the RTA.
16. **Federal Immigration Law:** As mandated by Arizona Revised Statutes § 41-4401, the RTA is prohibited after September 30, 2008, from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The RTA must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, PAG fully understands that:
 - A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);
 - B. A breach of the warranty described in subsection A shall be deemed a

material breach of the contract that is subject to penalties up to and including termination of the contract; and

- C. The RTA 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.

17. **No Discrimination.** Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, genetic information, disability or national origin in the course of carrying out the duties pursuant to this Agreement. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and 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, and the Genetic Information Nondiscrimination Act of 2008.

IN WITNESS WHEREOF:

Pima Association of Governments

Regional Transportation Authority

By: _____
Mayor Jon Post
Regional Council Chair

By: _____
Mayor Tom Murphy
RTA Board Chair

Date: 09/24/2026

Date: 09/24/2026

SUBJECT: RTA | Jurisdiction Master Intergovernmental Agreements (IGA) – City of South Tucson, Town of Oro Valley, Town of Marana, Town of Sahuarita, Pima County and City of Tucson

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Action	8

REQUESTED ACTION/SUGGESTED MOTION

The RTA Board will be asked to approve the Master IGA between the RTA and the City of South Tucson, Town of Oro Valley, Town of Marana, Town of Sahuarita, Pima County and City of Tucson and to adopt the accompanying resolutions.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 46, RTA Support

SUMMARY

As part of the ongoing activities to enhance program delivery, the IGA process has been streamlined to establish a Master IGA outlining the overall relationship between the RTA and each of the member jurisdictions for the duration of the Plan.

Project specific requirements will be outlined in a Project Charter which will be established for each project. The Project Charter will include the project description and benefits, financial commitments, both RTA and non-RTA funds, and key delivery roles and responsibilities assigned.

The Master IGA names a Jurisdiction Appointed Representative to sign Project Charter documents along with the RTA Executive Director.

PRIOR BOARD AND/OR COMMITTEE ACTION

The streamlined framework and IGA/Charter development process was presented to the TMC at the May 27, 2026, meeting and approved to be presented to the Board for consideration. From May through September, RTA staff worked with each jurisdiction to prepare a Master IGA document. The draft document was presented to the Technical Management Committee (TMC) on September 9th and approved to be recommended for Board approval. The template has been updated with each jurisdiction's name and information.

FINANCIAL CONSIDERATIONS

Project Charters will include a total maximum amount for each project that aligns with the 2026 voter-approved Plan.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None.

ATTACHED ADDITIONAL BACKUP INFORMATION

- Master IGA and Project Charters – Process Recap
- Master IGA for six member jurisdictions included in packet

Staff Contact/Phone	Michael J. Ortega, (520) 792-1093 Greg Byers, (520) 792-1093 ext. 4470 Dan Gabiou, (520-792-1093 ext. 4465 Melanie Lawson, (520)792-1095 ext. 4425
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Master IGA and Project Charters

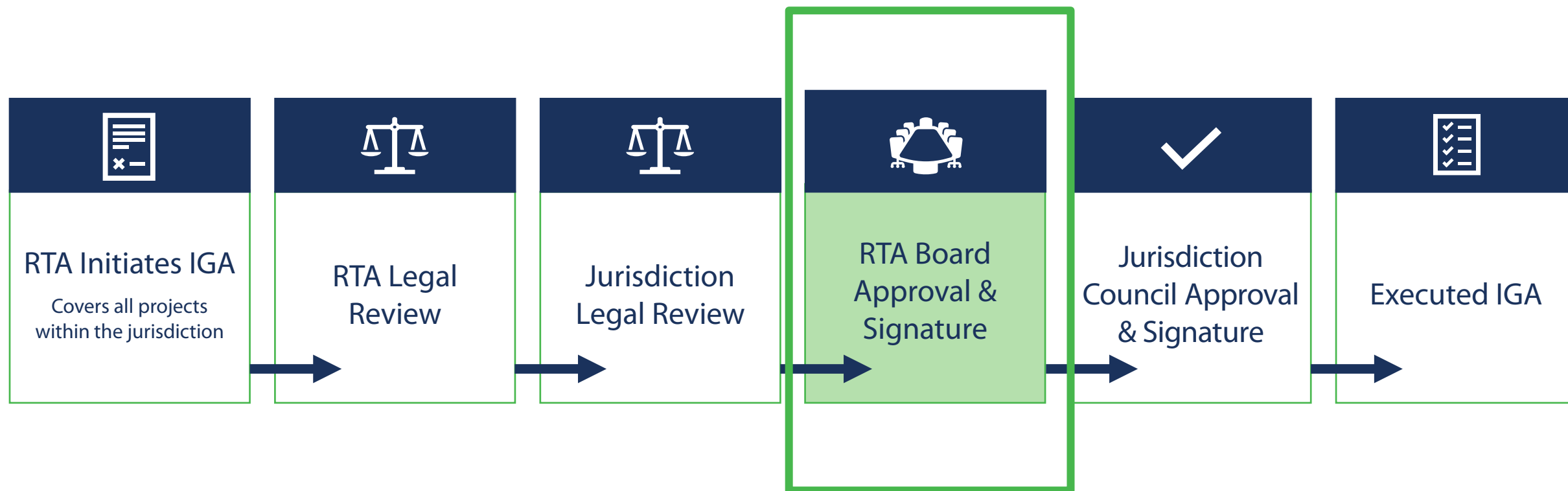
Process Recap



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



RTA IGA Development & Approval Process



Summary of Document Improvements



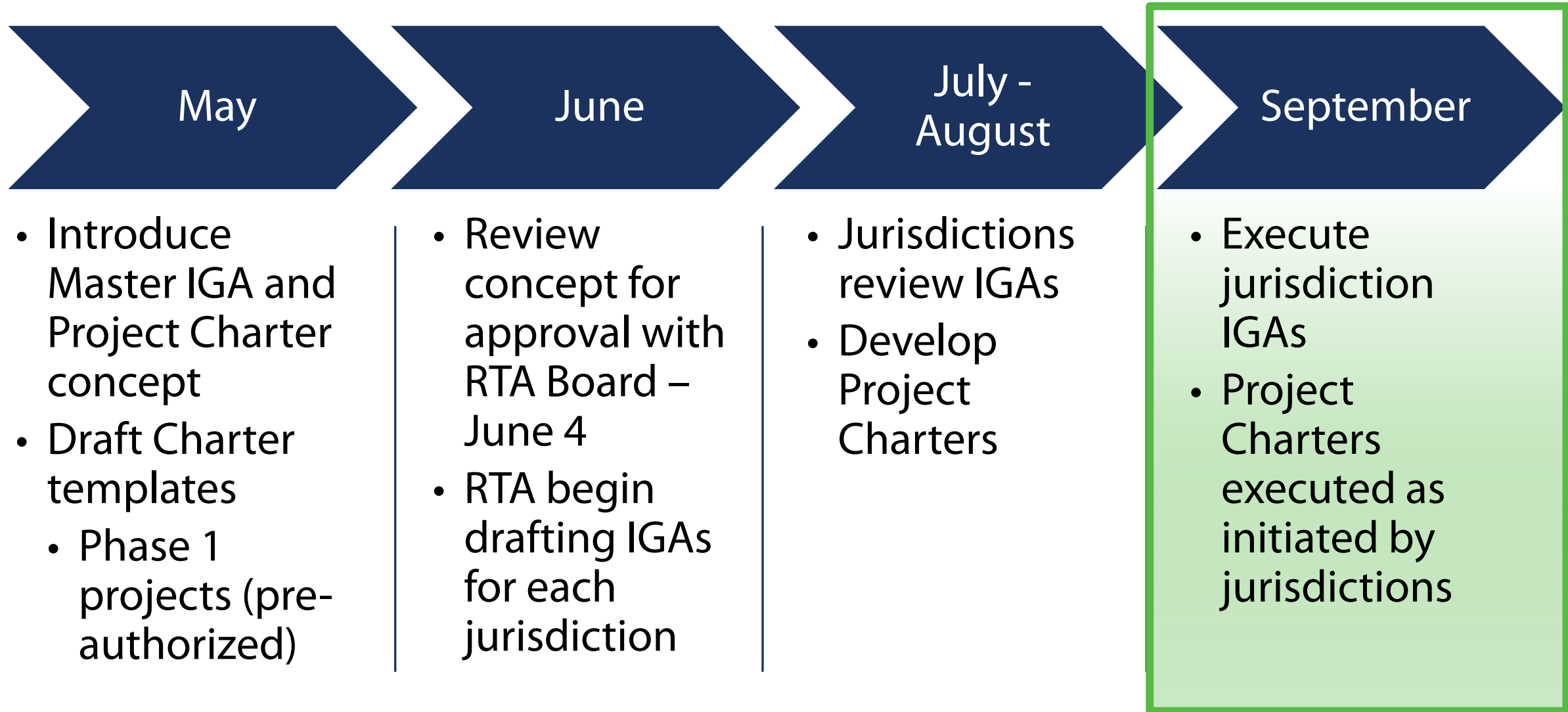
Reviews

- TMC Review
- TMC Policy Subcommittee Review
- Jurisdiction Legal Review

- Changes to address comments about multi-jurisdiction projects
- Additional detail regarding the role of the Project Charter and incorporation of all Project Charters as an exhibit to the IGA
- Changes to the dispute resolution and termination provisions to shorten dispute resolution timelines and make this section clearer (reference email to the RTA Board from the Executive Director on 7/24/2026)
- Clarification that reimbursement is subject to available revenues in addition to the approved Plan budget for the project, and referencing the Potential Additional Revenue defined in the Plan
- Addition to Indemnification provision to address situations where RTA delivers the project rather than the jurisdiction



Implementation Schedule – Next Steps





Questions?

Thank you

Visit rtamobility.com
info@rtamobility.com



RESOLUTION No. 2026-017

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SOUTH TUCSON FOR DELIVERY OF RTA PLAN ELEMENTS

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, the City of South Tucson (the “Lead Agency”) is a body politic and corporate of the State of Arizona pursuant to A.R.S. § 11-952; and

WHEREAS, in March 2026, 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 associated funding mechanisms to implement regional transportation improvements throughout Pima County; and

WHEREAS, the Lead Agency and the RTA desire to cooperate in the implementation and delivery of transportation projects, programs, and services identified in the Plan within the City of South Tucson; and

WHEREAS, the projects and programs to be implemented pursuant to this Intergovernmental Agreement and the project charters described therein are included in, eligible under, or otherwise consistent with the Plan; and

WHEREAS, the RTA and the Lead Agency wish to clarify their respective responsibilities for planning, programming, design, environmental clearance, right-of-way acquisition, utility coordination, construction, operations, maintenance, reporting, and funding of Plan projects and programs, 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 Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by this reference (the “IGA”); and

WHEREAS, the Board of Directors of the RTA has reviewed the provisions of the IGA 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 IGA with the City of South Tucson 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 City of South Tucson to comply with the terms of the IGA.

PASSED AND ADOPTED by the Board of Directors of the Regional Transportation Authority this 24th day of September 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 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

Intergovernmental Agreement Between the Regional Transportation Authority and the City of South Tucson for Implementation of the Twenty-Year Regional Transportation Plan.

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
City of South Tucson
FOR
DELIVERY OF RTA PLAN ELEMENTS**

This Intergovernmental Agreement (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 City of South Tucson, a body politic and corporate of the State of Arizona (“the Jurisdiction”) pursuant to A.R.S. § 11-952.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multimodal 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 March 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 among the local jurisdictions.
- 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 (18) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority, to enter into this contract for the full exercise of the powers granted to the Authority, and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. The Authority and the Jurisdiction may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.
- H. The Jurisdiction is authorized by A.R.S. § 11-251 (4) or A.R.S. § 9-240 (B) (3) to design, maintain, control and manage public roads within the Jurisdiction’s jurisdictional boundaries.
- I. It is the policy of the Authority to require that for each individual project in the Plan, the parties will create a document identifying the scope of the project, the financial and schedule performance attributes, the lead agency for that project, and the roles and responsibilities

between the Jurisdiction, the RTA, and, where applicable, any partner jurisdictions (the “Project Charter”). Each Project Charter must be agreed to and approved and entered into by the Authority and the Jurisdiction, or their authorized representatives, before requests for funding reimbursement or payment related to that Project can be processed by the Authority.

- J. The Jurisdiction may enter into an Intergovernmental Agreement with one or more other jurisdictions within Pima County empowering the Jurisdiction to perform project activities associated with project development, along with making the actual improvements outside the Jurisdiction’s jurisdictional boundaries as necessary for individual projects. Where this need is identified, the roles of each jurisdiction will also be defined in the Roles and Responsibilities section of the Project Charter.

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

STANDARD PROVISIONS

1. **Purpose.** The purpose of this Agreement is to establish a uniform legal, administrative, and funding framework governing RTA-funded projects within City of South Tucson as approved in the Plan including design, construction, operation and maintenance of RTA-funded transportation projects. Project specific requirements will be managed through a series of Project Charters, to be developed for each individual project.
2. **Effective Date; Term.** This Agreement shall become effective upon its execution by both parties and shall continue in effect until all improvements in the Plan constructed pursuant to this Agreement are completed, all eligible reimbursement payments to the Jurisdiction are concluded, and all warranties applicable to the projects outlined in the Project Charters have expired, unless terminated earlier in accordance with Section 15.
3. **Non-assignment.** Neither party to this Agreement shall assign its rights or obligations under this Agreement to any other party without written permission from the other party to this Agreement.
4. **Construction of Agreement.**
 - a. Entire agreement. This instrument, including any Project Charter(s) and Project Charter amendments entered into in accordance with this Agreement, 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 Project Charters and corresponding amendments are incorporated herein by this reference. Each Project Charter entered into between the parties pursuant to this Agreement will be attached to this Agreement as an Exhibit at the time the Project Charter is approved by the authorized representatives of each party and any time the Project Charter is amended.
 - b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.

- c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
 - d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
 - e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
 - f. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 5. Ownership of Improvements.** Ownership and title to all improvements, including materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Jurisdiction upon completion of the Project or, in the case of multi-jurisdictional projects, in the jurisdiction in which the improvements are located.
- 6. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Jurisdiction or the Authority.
- 7. 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 Jurisdiction and any Authority employees, or between Authority and any Jurisdiction employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 8. 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.
- 9. Compliance with Law.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, and standards without limitation to those designated within this Agreement.
- a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant to this IGA. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this

IGA by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.

- b. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.
- c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in, substantially, the following form:
 - i. All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

10. 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.

11. 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.

12. 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 Blvd., Suite 401
Tucson, AZ 85701

Jurisdiction representative:
Community Development Director
Josue Licea
City of South Tucson
1601 S. 6th Ave.
South Tucson, AZ 85713

13. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement, subject to the provisions of Paragraph 14, below. 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.

14. Dispute Resolution and Escalation. In the event of any dispute, disagreement, or issue arising under this Agreement or any applicable Project Charter, the Parties shall attempt to resolve the matter as set forth in this section. The timeframes in this section are not to be exceeded but may be made shorter by a specific Project Charter. Costs associated with project delays will be identified for the Board's consideration consistent with the Administrative Code and dispute resolution processes.

- a. Staff-Level Review. The parties first attempt to resolve the matter through informal discussions between the respective project managers or designated staff representatives within 15 calendar days of the dispute arising.
- b. Escalation to Management. If the matter cannot be resolved at the staff level within 15 calendar days, either Party may escalate the matter to the appropriate department directors or management representatives of the Parties to resolve the matter.
- c. Executive-Level Review. If the matter remains unresolved after 30 calendar days, the dispute shall be elevated to the executive leadership of the Parties, including the Executive Director of the Authority and the City Manager, Town Manager, County Administrator or equivalent executive of the Jurisdiction, for further consideration and resolution within 15 calendar days.
- d. RTA Board Consideration. If executive level discussions do not resolve the dispute within 45 days of issue identification, the matter may be presented to the RTA Board at the next reasonably available meeting for consideration, consistent with applicable law, Board policies, and the Authority's statutory responsibilities. Nothing herein shall be construed to limit or expand the authority of the RTA Board or any governing body of the Jurisdiction.
- e. Preservation of Rights. Except as otherwise provided by law, neither Party shall initiate litigation or other formal legal proceedings related to a dispute arising under this Agreement unless and until the escalation process described in this Section has been exhausted. Nothing in this section shall preclude either Party from seeking interim or

emergency relief where necessary to prevent irreparable harm or to comply with legal obligations.

15. Termination. This Agreement and any Project Charter entered into pursuant to this Agreement, may be terminated as follows:

- a. By mutual agreement of the parties.
- b. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to this Agreement, either party may terminate this Agreement for material breach of the Agreement by giving written notice of default to the other party and providing time to cure. Upon notice of default, the party in default shall have forty-five days to cure the default. If after 45 days the party in default has not cured the default and is not making reasonable progress towards curing the default, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
- c. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to a Project Charter, either party may terminate the Project Charter in accordance with the notice and opportunity to cure provisions of Section 15(b), above. Alternatively, the parties may amend the Project Charter to revise the Roles and Responsibilities of the parties or otherwise resolve the dispute. Any such termination shall not relieve either party from liabilities or costs already incurred under the Project Charter.

16. 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.

ELEMENT/SUB-ELEMENT PROVISIONS

17. Projects and Project Charters. The Jurisdiction, with funding from the Authority, wishes to undertake the design and/or construction of improvements included in the Plan. The parties agree to enter into one or more Project Charters, the terms of which are incorporated into this Agreement by this reference and attached hereto as an Exhibit at the time they are executed, to accomplish the elements of the Plan within Jurisdiction's boundaries.

- a. Each Project Charter will relate to one of the transportation projects included in the Plan or a project that is eligible for funding as part of a categorical program included in the Plan.
- b. Each Jurisdiction is encouraged to appoint an authorized representative(s) to sign Project Charters along with the Executive Director (or designees) of the Authority to accelerate Project Charter execution. This would not preclude a jurisdiction from having a committee or authorized body to sign the Project Charter in accordance with jurisdictional policies.

- c. Project Charters will provide project descriptions and delivery information as well as roles and responsibilities of the Jurisdiction and RTA.
- d. For multi-jurisdictional projects, the applicable Project Charter shall define the roles and responsibilities of the Jurisdiction, the Authority, and each partner jurisdiction. The Project Charter will identify a lead agency, which may be updated for specific project segments and the Project Charter shall be amended accordingly.
- e. Project and program eligibility requirements for funding are identified in the RTA Administrative Code.

18. Funding. The Authority intends to fund RTA projects in accordance with this Agreement. Funding details, including the total maximum project amount, are identified in the 2026 voter-approved Plan and in Project Charters and are subject to A.R.S. Title 48 Chapter 30 and the RTA Administrative Code. Annual maximum expenditure will be established through the Transportation Improvement Program (TIP) process and in accordance with TIP Procedures. Any annual reimbursements that exceed the amounts programmed in the TIP and the annual RTA Budget require RTA Board approval and are subject to available revenues.

The Jurisdiction shall be responsible for securing and providing any committed non-RTA funding identified for its project in the Plan, unless otherwise specified in the applicable Project Charter.

19. Invoices.

- a. Monthly, the Jurisdiction shall be responsible for preparing and submitting to the Authority reimbursement requests (invoices) signed by a duly authorized representative of the Jurisdiction certifying conformance with all provisions outlined in the RTA Administrative Code and Project Charter.
- b. Invoices shall include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA Administrative Code.
- c. The Jurisdiction 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.

20. Reimbursements.

- a. Upon receipt of reimbursement requests, the Authority shall reimburse the Jurisdiction in accordance with the Project Charter. All payments and reimbursements shall comply with the RTA Administrative Code and the TIP.
- b. Reimbursements will generally be based on the schedules provided in the applicable Project Charter.
- c. Maximum Amount. Reimbursement under any Project Charter shall be limited to the inflation-adjusted, maximum amount authorized in the 2026 voter-approved Plan and

further subject to availability of funds, unless otherwise approved by the RTA Board as set forth in Paragraph (d) below.

- d. Excess Costs. Jurisdiction may request reimbursement in excess of the amount set forth in Paragraph (c), above, but any such request shall require prior authorization by the RTA Board and shall remain subject to the availability of revenues as well as the Plan's provisions related to Potential Additional Revenue and the RTA Administrative Code.

21. Governing Documents

- a. The RTA's Administrative Code, available at RTAmobility.com will be the governing source for all procedural requirements, eligible work items and payments unless otherwise specified herein.
- b. The PAG and/or RTA Transportation Improvement Program (TIP) will be the governing source for all funding amounts, phase allocations, and overall delivery sequence.
- c. The applicable Project Charter shall establish the baseline project scope, schedule, and budget. Quarterly Key Performance Indicator (KPI) review and reporting, status update, and delivery requirements shall compare performance against that baseline and inform review of proposed changes. Any material deviation or major change from the approved Project shall require Authority approval in accordance with the Project Charter, Authority policy, and the RTA Administrative Code.
- d. The Jurisdiction and Authority will work cooperatively to identify solutions to any problems that may arise during the project that can impact Project delivery. The Project Charter will be updated to reflect any changes to roles and responsibilities as mutually agreed upon or as directed by the RTA Board.

22. Right-of-Way. The Jurisdiction shall assure all rights-of-way needed for any project are acquired unless otherwise specified in the Project Charter. Disposition of any portions of rights-of-way acquired but not needed (remnant parcels) shall comply with the RTA Administrative Code and any additional requirements set forth in the Project Charter.

23. Liability.

- a. **Indemnification:** To the fullest extent permitted by applicable law, the Jurisdiction agrees to indemnify, defend, and hold harmless the RTA and its Board, officers, officials, agents, and employees ("Indemnitees") from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the Jurisdiction's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement or in the use of RTA resources as described herein, regardless of how such claims are worded or styled or the specific cause of action asserted. The Jurisdiction's obligation under this section shall not apply to any damages caused by the negligent, reckless or

intentional wrongful acts or omissions of RTA or its employees, agents or officers. This provision shall survive termination of this Agreement.

- b. In the event that, pursuant to an individual Project Charter, the RTA is responsible for delivering the Project, the RTA agrees to indemnify, defend and hold harmless the Jurisdiction and its officers, officials, agents and employees from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the RTA's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement, regardless of how such claims are worded or styled or the specific cause of action asserted. The RTA's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of the Jurisdiction or its employees, agents or officers. This provision shall survive termination of this Agreement. This obligation to indemnify Jurisdiction shall apply only when specified in the applicable Project Charter.
- c. The Jurisdiction shall require its consultants and contractors performing activities pursuant to a Project Charter to name the Authority as an additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability, and defects in design in all of the Jurisdiction's contracts for the Project. The Jurisdiction shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment-related assurances posted for the Project.
- d. Additionally, project specific indemnification and insurance requirements may be reflected in the Project Charter.
- e. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

In Witness Whereof, City of South Tucson has caused this Agreement to be executed by the _____, upon resolution of the _____ attested to by the _____, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Board Chair Date

ATTEST:

The foregoing Agreement between City of South Tucson and the Authority has been approved as to content and is hereby recommended by the undersigned.

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

City of South Tucson:

Mayor/Supervisor/Chair Date

ATTEST:

City Clerk/Clerk of the Board Date

ATTORNEY CERTIFICATION

The foregoing Agreement by and between the Regional Transportation Authority of Pima County and City of South Tucson has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Regional Transportation Authority of Pima County:

Attorney for the Authority Date

City of South Tucson:

Attorney for the Jurisdiction Date

RESOLUTION No. 2026-016

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF ORO VALLEY FOR DELIVERY OF RTA PLAN ELEMENTS

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, the Town of Oro Valley (the “Lead Agency”) is a body politic and corporate of the State of Arizona pursuant to A.R.S. § 11-952; and

WHEREAS, in March 2026, 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 associated funding mechanisms to implement regional transportation improvements throughout Pima County; and

WHEREAS, the Lead Agency and the RTA desire to cooperate in the implementation and delivery of transportation projects, programs, and services identified in the Plan within the Town of Oro Valley; and

WHEREAS, the projects and programs to be implemented pursuant to this Intergovernmental Agreement and the project charters described therein are included in, eligible under, or otherwise consistent with the Plan; and

WHEREAS, the RTA and the Lead Agency wish to clarify their respective responsibilities for planning, programming, design, environmental clearance, right-of-way acquisition, utility coordination, construction, operations, maintenance, reporting, and funding of Plan projects and programs, 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 Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by this reference (the “IGA”); and

WHEREAS, the Board of Directors of the RTA has reviewed the provisions of the IGA 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 IGA with the Town of Oro Valley 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 Town of Oro Valley to comply with the terms of the IGA.

PASSED AND ADOPTED by the Board of Directors of the Regional Transportation Authority this 24th day of September 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 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

Intergovernmental Agreement Between the Regional Transportation Authority
and the Town of Oro Valley for Implementation of the Twenty-Year Regional
Transportation Plan.

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
Town of Oro Valley
FOR
DELIVERY OF RTA PLAN ELEMENTS**

This Intergovernmental Agreement (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 Town of Oro Valley, a body politic and corporate of the State of Arizona (“the Jurisdiction”) pursuant to A.R.S. § 11-952.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multimodal 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 March 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 among the local jurisdictions.
- 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 (18) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority, to enter into this contract for the full exercise of the powers granted to the Authority, and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. The Authority and the Jurisdiction may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.
- H. The Jurisdiction is authorized by A.R.S. § 11-251 (4) or A.R.S. § 9-240 (B) (3) to design, maintain, control and manage public roads within the Jurisdiction’s jurisdictional boundaries.
- I. It is the policy of the Authority to require that for each individual project in the Plan, the parties will create a document identifying the scope of the project, the financial and schedule performance attributes, the lead agency for that project, and the roles and responsibilities

between the Jurisdiction, the RTA, and, where applicable, any partner jurisdictions (the “Project Charter”). Each Project Charter must be agreed to and approved and entered into by the Authority and the Jurisdiction, or their authorized representatives, before requests for funding reimbursement or payment related to that Project can be processed by the Authority.

- J. The Jurisdiction may enter into an Intergovernmental Agreement with one or more other jurisdictions within Pima County empowering the Jurisdiction to perform project activities associated with project development, along with making the actual improvements outside the Jurisdiction’s jurisdictional boundaries as necessary for individual projects. Where this need is identified, the roles of each jurisdiction will also be defined in the Roles and Responsibilities section of the Project Charter.

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

STANDARD PROVISIONS

1. **Purpose.** The purpose of this Agreement is to establish a uniform legal, administrative, and funding framework governing RTA-funded projects within Town of Oro Valley as approved in the Plan including design, construction, operation and maintenance of RTA-funded transportation projects. Project specific requirements will be managed through a series of Project Charters, to be developed for each individual project.
2. **Effective Date; Term.** This Agreement shall become effective upon its execution by both parties and shall continue in effect until all improvements in the Plan constructed pursuant to this Agreement are completed, all eligible reimbursement payments to the Jurisdiction are concluded, and all warranties applicable to the projects outlined in the Project Charters have expired, unless terminated earlier in accordance with Section 15.
3. **Non-assignment.** Neither party to this Agreement shall assign its rights or obligations under this Agreement to any other party without written permission from the other party to this Agreement.
4. **Construction of Agreement.**
 - a. Entire agreement. This instrument, including any Project Charter(s) and Project Charter amendments entered into in accordance with this Agreement, 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 Project Charters and corresponding amendments are incorporated herein by this reference. Each Project Charter entered into between the parties pursuant to this Agreement will be attached to this Agreement as an Exhibit at the time the Project Charter is approved by the authorized representatives of each party and any time the Project Charter is amended.
 - b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.

- c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
 - d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
 - e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
 - f. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
5. **Ownership of Improvements.** Ownership and title to all improvements, including materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Jurisdiction upon completion of the Project or, in the case of multi-jurisdictional projects, in the jurisdiction in which the improvements are located.
 6. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Jurisdiction or the Authority.
 7. **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 Jurisdiction and any Authority employees, or between Authority and any Jurisdiction employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
 8. **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.
 9. **Compliance with Law.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, and standards without limitation to those designated within this Agreement.
 - a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant to this IGA. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this

IGA by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.

- b. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.
- c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in, substantially, the following form:
 - i. All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

10. 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.

11. 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.

12. 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 Blvd., Suite 401
Tucson, AZ 85701

Jurisdiction representative:

Town Manager
Jeff Wilkins
11000 N. La Canada Dr.
Oro Valley, AZ 85737

13. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement, subject to the provisions of Paragraph 14, below. 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.

14. Dispute Resolution and Escalation. In the event of any dispute, disagreement, or issue arising under this Agreement or any applicable Project Charter, the Parties shall attempt to resolve the matter as set forth in this section. The timeframes in this section are not to be exceeded but may be made shorter by a specific Project Charter. Costs associated with project delays will be identified for the Board's consideration consistent with the Administrative Code and dispute resolution processes.

- a. Staff-Level Review. The parties first attempt to resolve the matter through informal discussions between the respective project managers or designated staff representatives within 15 calendar days of the dispute arising.
- b. Escalation to Management. If the matter cannot be resolved at the staff level within 15 calendar days, either Party may escalate the matter to the appropriate department directors or management representatives of the Parties to resolve the matter.
- c. Executive-Level Review. If the matter remains unresolved after 30 calendar days, the dispute shall be elevated to the executive leadership of the Parties, including the Executive Director of the Authority and the City Manager, Town Manager, County Administrator or equivalent executive of the Jurisdiction, for further consideration and resolution within 15 calendar days.
- d. RTA Board Consideration. If executive level discussions do not resolve the dispute within 45 days of issue identification, the matter may be presented to the RTA Board at the next reasonably available meeting for consideration, consistent with applicable law, Board policies, and the Authority's statutory responsibilities. Nothing herein shall be construed to limit or expand the authority of the RTA Board or any governing body of the Jurisdiction.
- e. Preservation of Rights. Except as otherwise provided by law, neither Party shall initiate litigation or other formal legal proceedings related to a dispute arising under this Agreement unless and until the escalation process described in this Section has been exhausted. Nothing in this section shall preclude either Party from seeking interim or emergency relief where necessary to prevent irreparable harm or to comply with legal obligations.

15. Termination. This Agreement and any Project Charter entered into pursuant to this Agreement, may be terminated as follows:

- a. By mutual agreement of the parties.
- b. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to this Agreement, either party may terminate this Agreement for material breach of the Agreement by giving written notice of default to the other party and providing time to cure. Upon notice of default, the party in default shall have forty-five days to cure the default. If after 45 days the party in default has not cured the default and is not making reasonable progress towards curing the default, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
- c. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to a Project Charter, either party may terminate the Project Charter in accordance with the notice and opportunity to cure provisions of Section 15(b), above. Alternatively, the parties may amend the Project Charter to revise the Roles and Responsibilities of the parties or otherwise resolve the dispute. Any such termination shall not relieve either party from liabilities or costs already incurred under the Project Charter.

16. 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.

ELEMENT/SUB-ELEMENT PROVISIONS

17. Projects and Project Charters. The Jurisdiction, with funding from the Authority, wishes to undertake the design and/or construction of improvements included in the Plan. The parties agree to enter into one or more Project Charters, the terms of which are incorporated into this Agreement by this reference and attached hereto as an Exhibit at the time they are executed, to accomplish the elements of the Plan within Jurisdiction's boundaries.

- a. Each Project Charter will relate to one of the transportation projects included in the Plan or a project that is eligible for funding as part of a categorical program included in the Plan.
- b. Each Jurisdiction is encouraged to appoint an authorized representative(s) to sign Project Charters along with the Executive Director (or designees) of the Authority to accelerate Project Charter execution. This would not preclude a jurisdiction from having a committee or authorized body to sign the Project Charter in accordance with jurisdictional policies.
- c. Project Charters will provide project descriptions and delivery information as well as roles and responsibilities of the Jurisdiction and RTA.

- d. For multi-jurisdictional projects, the applicable Project Charter shall define the roles and responsibilities of the Jurisdiction, the Authority, and each partner jurisdiction. The Project Charter will identify a lead agency, which may be updated for specific project segments and the Project Charter shall be amended accordingly.
- e. Project and program eligibility requirements for funding are identified in the RTA Administrative Code.

18. Funding. The Authority intends to fund RTA projects in accordance with this Agreement. Funding details, including the total maximum project amount, are identified in the 2026 voter-approved Plan and in Project Charters and are subject to A.R.S. Title 48 Chapter 30 and the RTA Administrative Code. Annual maximum expenditure will be established through the Transportation Improvement Program (TIP) process and in accordance with TIP Procedures. Any annual reimbursements that exceed the amounts programmed in the TIP and the annual RTA Budget require RTA Board approval and are subject to available revenues.

The Jurisdiction shall be responsible for securing and providing any committed non-RTA funding identified for its project in the Plan, unless otherwise specified in the applicable Project Charter.

19. Invoices.

- a. Monthly, the Jurisdiction shall be responsible for preparing and submitting to the Authority reimbursement requests (invoices) signed by a duly authorized representative of the Jurisdiction certifying conformance with all provisions outlined in the RTA Administrative Code and Project Charter.
- b. Invoices shall include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA Administrative Code.
- c. The Jurisdiction 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.

20. Reimbursements.

- a. Upon receipt of reimbursement requests, the Authority shall reimburse the Jurisdiction in accordance with the Project Charter. All payments and reimbursements shall comply with the RTA Administrative Code and the TIP.
- b. Reimbursements will generally be based on the schedules provided in the applicable Project Charter.
- c. Maximum Amount. Reimbursement under any Project Charter shall be limited to the inflation-adjusted, maximum amount authorized in the 2026 voter-approved Plan and further subject to availability of funds, unless otherwise approved by the RTA Board as set forth in Paragraph (d) below.

- d. Excess Costs. Jurisdiction may request reimbursement in excess of the amount set forth in Paragraph (c), above, but any such request shall require prior authorization by the RTA Board and shall remain subject to the availability of revenues as well as the Plan's provisions related to Potential Additional Revenue and the RTA Administrative Code.

21. Governing Documents

- a. The RTA's Administrative Code, available at RTAmobility.com will be the governing source for all procedural requirements, eligible work items and payments unless otherwise specified herein.
- b. The PAG and/or RTA Transportation Improvement Program (TIP) will be the governing source for all funding amounts, phase allocations, and overall delivery sequence.
- c. The applicable Project Charter shall establish the baseline project scope, schedule, and budget. Quarterly Key Performance Indicator (KPI) review and reporting, status update, and delivery requirements shall compare performance against that baseline and inform review of proposed changes. Any material deviation or major change from the approved Project shall require Authority approval in accordance with the Project Charter, Authority policy, and the RTA Administrative Code.
- d. The Jurisdiction and Authority will work cooperatively to identify solutions to any problems that may arise during the project that can impact Project delivery. The Project Charter will be updated to reflect any changes to roles and responsibilities as mutually agreed upon or as directed by the RTA Board.

22. Right-of-Way. The Jurisdiction shall assure all rights-of-way needed for any project are acquired unless otherwise specified in the Project Charter. Disposition of any portions of rights-of-way acquired but not needed (remnant parcels) shall comply with the RTA Administrative Code and any additional requirements set forth in the Project Charter.

23. Liability.

- a. **Indemnification:** To the fullest extent permitted by applicable law, the Jurisdiction agrees to indemnify, defend, and hold harmless the RTA and its Board, officers, officials, agents, and employees ("Indemnitees") from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the Jurisdiction's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement or in the use of RTA resources as described herein, regardless of how such claims are worded or styled or the specific cause of action asserted. The Jurisdiction's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of RTA or its employees, agents or officers. This provision shall survive termination of this Agreement.

- b. In the event that, pursuant to an individual Project Charter, the RTA is responsible for delivering the Project, the RTA agrees to indemnify, defend and hold harmless the Jurisdiction and its officers, officials, agents and employees from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the RTA's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement, regardless of how such claims are worded or styled or the specific cause of action asserted. The RTA's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of the Jurisdiction or its employees, agents or officers. This provision shall survive termination of this Agreement. This obligation to indemnify Jurisdiction shall apply only when specified in the applicable Project Charter.
- c. The Jurisdiction shall require its consultants and contractors performing activities pursuant to a Project Charter to name the Authority as an additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability, and defects in design in all of the Jurisdiction's contracts for the Project. The Jurisdiction shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment-related assurances posted for the Project.
- d. Additionally, project specific indemnification and insurance requirements may be reflected in the Project Charter.
- e. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

In Witness Whereof, Town of Oro Valley has caused this Agreement to be executed by the _____, upon resolution of the _____ attested to by the _____, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Board Chair Date

ATTEST:

The foregoing Agreement between Town of Oro Valley and the Authority has been approved as to content and is hereby recommended by the undersigned.

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

Town of Oro Valley:

Mayor/Supervisor/Chair Date

ATTEST:

City Clerk/Clerk of the Board Date

ATTORNEY CERTIFICATION

The foregoing Agreement by and between the Regional Transportation Authority of Pima County and Town of Oro Valley has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Regional Transportation Authority of Pima County:

Attorney for the Authority Date

Town of Oro Valley:

Attorney for the Jurisdiction Date

RESOLUTION No. 2026-018

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF MARANA FOR DELIVERY OF RTA PLAN ELEMENTS

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, the Town of Marana (the “Lead Agency”) is a body politic and corporate of the State of Arizona pursuant to A.R.S. § 11-952; and

WHEREAS, in March 2026, 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 associated funding mechanisms to implement regional transportation improvements throughout Pima County; and

WHEREAS, the Lead Agency and the RTA desire to cooperate in the implementation and delivery of transportation projects, programs, and services identified in the Plan within the Town of Marana; and

WHEREAS, the projects and programs to be implemented pursuant to this Intergovernmental Agreement and the project charters described therein are included in, eligible under, or otherwise consistent with the Plan; and

WHEREAS, the RTA and the Lead Agency wish to clarify their respective responsibilities for planning, programming, design, environmental clearance, right-of-way acquisition, utility coordination, construction, operations, maintenance, reporting, and funding of Plan projects and programs, 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 Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by this reference (the “IGA”); and

WHEREAS, the Board of Directors of the RTA has reviewed the provisions of the IGA 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 IGA with the Town of Marana 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 Town of Marana to comply with the terms of the IGA.

PASSED AND ADOPTED by the Board of Directors of the Regional Transportation Authority this 24th day of September 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 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

Intergovernmental Agreement Between the Regional Transportation Authority
and the Town of Marana for Implementation of the Twenty-Year Regional
Transportation Plan.

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
Town of Marana
FOR
DELIVERY OF RTA PLAN ELEMENTS**

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RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multimodal 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 March 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 among the local jurisdictions.
- 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 (18) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority, to enter into this contract for the full exercise of the powers granted to the Authority, and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. The Authority and the Jurisdiction may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.
- H. The Jurisdiction is authorized by A.R.S. § 11-251 (4) or A.R.S. § 9-240 (B) (3) to design, maintain, control and manage public roads within the Jurisdiction’s jurisdictional boundaries.
- I. It is the policy of the Authority to require that for each individual project in the Plan, the parties will create a document identifying the scope of the project, the financial and schedule performance attributes, the lead agency for that project, and the roles and responsibilities

between the Jurisdiction, the RTA, and, where applicable, any partner jurisdictions (the “Project Charter”). Each Project Charter must be agreed to and approved and entered into by the Authority and the Jurisdiction, or their authorized representatives, before requests for funding reimbursement or payment related to that Project can be processed by the Authority.

- J. The Jurisdiction may enter into an Intergovernmental Agreement with one or more other jurisdictions within Pima County empowering the Jurisdiction to perform project activities associated with project development, along with making the actual improvements outside the Jurisdiction’s jurisdictional boundaries as necessary for individual projects. Where this need is identified, the roles of each jurisdiction will also be defined in the Roles and Responsibilities section of the Project Charter.

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

STANDARD PROVISIONS

1. **Purpose.** The purpose of this Agreement is to establish a uniform legal, administrative, and funding framework governing RTA-funded projects within Town of Marana as approved in the Plan including design, construction, operation and maintenance of RTA-funded transportation projects. Project specific requirements will be managed through a series of Project Charters, to be developed for each individual project.
2. **Effective Date; Term.** This Agreement shall become effective upon its execution by both parties and shall continue in effect until all improvements in the Plan constructed pursuant to this Agreement are completed, all eligible reimbursement payments to the Jurisdiction are concluded, and all warranties applicable to the projects outlined in the Project Charters have expired, unless terminated earlier in accordance with Section 15.
3. **Non-assignment.** Neither party to this Agreement shall assign its rights or obligations under this Agreement to any other party without written permission from the other party to this Agreement.
4. **Construction of Agreement.**
 - a. Entire agreement. This instrument, including any Project Charter(s) and Project Charter amendments entered into in accordance with this Agreement, 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 Project Charters and corresponding amendments are incorporated herein by this reference. Each Project Charter entered into between the parties pursuant to this Agreement will be attached to this Agreement as an Exhibit at the time the Project Charter is approved by the authorized representatives of each party and any time the Project Charter is amended.
 - b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.

- c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
 - d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
 - e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
 - f. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 5. Ownership of Improvements.** Ownership and title to all improvements, including materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Jurisdiction upon completion of the Project or, in the case of multi-jurisdictional projects, in the jurisdiction in which the improvements are located.
- 6. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Jurisdiction or the Authority.
- 7. 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 Jurisdiction and any Authority employees, or between Authority and any Jurisdiction employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 8. 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.
- 9. Compliance with Law.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, and standards without limitation to those designated within this Agreement.
- a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant to this IGA. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this

IGA by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.

- b. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.
- c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in, substantially, the following form:
 - i. All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

10. 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.

11. 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.

12. 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 Blvd., Suite 401
Tucson, AZ 85701

Jurisdiction representative:
Town Manager
11555 W. Civic Center Dr.
Marana, AZ 85653

13. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement, subject to the provisions of Paragraph 14, below. 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.

14. Dispute Resolution and Escalation. In the event of any dispute, disagreement, or issue arising under this Agreement or any applicable Project Charter, the Parties shall attempt to resolve the matter as set forth in this section. The timeframes in this section are not to be exceeded but may be made shorter by a specific Project Charter. Costs associated with project delays will be identified for the Board's consideration consistent with the Administrative Code and dispute resolution processes.

- a. Staff-Level Review. The parties first attempt to resolve the matter through informal discussions between the respective project managers or designated staff representatives within 15 calendar days of the dispute arising.
- b. Escalation to Management. If the matter cannot be resolved at the staff level within 15 calendar days, either Party may escalate the matter to the appropriate department directors or management representatives of the Parties to resolve the matter.
- c. Executive-Level Review. If the matter remains unresolved after 30 calendar days, the dispute shall be elevated to the executive leadership of the Parties, including the Executive Director of the Authority and the City Manager, Town Manager, County Administrator or equivalent executive of the Jurisdiction, for further consideration and resolution within 15 calendar days.
- d. RTA Board Consideration. If executive level discussions do not resolve the dispute within 45 days of issue identification, the matter may be presented to the RTA Board at the next reasonably available meeting for consideration, consistent with applicable law, Board policies, and the Authority's statutory responsibilities. Nothing herein shall be construed to limit or expand the authority of the RTA Board or any governing body of the Jurisdiction.
- e. Preservation of Rights. Except as otherwise provided by law, neither Party shall initiate litigation or other formal legal proceedings related to a dispute arising under this Agreement unless and until the escalation process described in this Section has been exhausted. Nothing in this section shall preclude either Party from seeking interim or emergency relief where necessary to prevent irreparable harm or to comply with legal obligations.

15. Termination. This Agreement and any Project Charter entered into pursuant to this Agreement, may be terminated as follows:

- a. By mutual agreement of the parties.
- b. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to this Agreement, either party may terminate this Agreement for material breach of the Agreement by giving written notice of default to the other party and providing time to cure. Upon notice of default, the party in default shall have forty-five days to cure the default. If after 45 days the party in default has not cured the default and is not making reasonable progress towards curing the default, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
- c. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to a Project Charter, either party may terminate the Project Charter in accordance with the notice and opportunity to cure provisions of Section 15(b), above. Alternatively, the parties may amend the Project Charter to revise the Roles and Responsibilities of the parties or otherwise resolve the dispute. Any such termination shall not relieve either party from liabilities or costs already incurred under the Project Charter.

16. 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.

ELEMENT/SUB-ELEMENT PROVISIONS

17. Projects and Project Charters. The Jurisdiction, with funding from the Authority, wishes to undertake the design and/or construction of improvements included in the Plan. The parties agree to enter into one or more Project Charters, the terms of which are incorporated into this Agreement by this reference and attached hereto as an Exhibit at the time they are executed, to accomplish the elements of the Plan within Jurisdiction's boundaries.

- a. Each Project Charter will relate to one of the transportation projects included in the Plan or a project that is eligible for funding as part of a categorical program included in the Plan.
- b. Each Jurisdiction is encouraged to appoint an authorized representative(s) to sign Project Charters along with the Executive Director (or designees) of the Authority to accelerate Project Charter execution. This would not preclude a jurisdiction from having a committee or authorized body to sign the Project Charter in accordance with jurisdictional policies.
- c. Project Charters will provide project descriptions and delivery information as well as roles and responsibilities of the Jurisdiction and RTA.

- d. For multi-jurisdictional projects, the applicable Project Charter shall define the roles and responsibilities of the Jurisdiction, the Authority, and each partner jurisdiction. The Project Charter will identify a lead agency, which may be updated for specific project segments and the Project Charter shall be amended accordingly.
- e. Project and program eligibility requirements for funding are identified in the RTA Administrative Code.

18. Funding. The Authority intends to fund RTA projects in accordance with this Agreement. Funding details, including the total maximum project amount, are identified in the 2026 voter-approved Plan and in Project Charters and are subject to A.R.S. Title 48 Chapter 30 and the RTA Administrative Code. Annual maximum expenditure will be established through the Transportation Improvement Program (TIP) process and in accordance with TIP Procedures. Any annual reimbursements that exceed the amounts programmed in the TIP and the annual RTA Budget require RTA Board approval and are subject to available revenues.

The Jurisdiction shall be responsible for securing and providing any committed non-RTA funding identified for its project in the Plan, unless otherwise specified in the applicable Project Charter.

19. Invoices.

- a. Monthly, the Jurisdiction shall be responsible for preparing and submitting to the Authority reimbursement requests (invoices) signed by a duly authorized representative of the Jurisdiction certifying conformance with all provisions outlined in the RTA Administrative Code and Project Charter.
- b. Invoices shall include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA Administrative Code.
- c. The Jurisdiction 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.

20. Reimbursements.

- a. Upon receipt of reimbursement requests, the Authority shall reimburse the Jurisdiction in accordance with the Project Charter. All payments and reimbursements shall comply with the RTA Administrative Code and the TIP.
- b. Reimbursements will generally be based on the schedules provided in the applicable Project Charter.
- c. Maximum Amount. Reimbursement under any Project Charter shall be limited to the inflation-adjusted, maximum amount authorized in the 2026 voter-approved Plan and further subject to availability of funds, unless otherwise approved by the RTA Board as set forth in Paragraph (d) below.

- d. Excess Costs. Jurisdiction may request reimbursement in excess of the amount set forth in Paragraph (c), above, but any such request shall require prior authorization by the RTA Board and shall remain subject to the availability of revenues as well as the Plan's provisions related to Potential Additional Revenue and the RTA Administrative Code.

21. Governing Documents

- a. The RTA's Administrative Code, available at RTAmobility.com will be the governing source for all procedural requirements, eligible work items and payments unless otherwise specified herein.
- b. The PAG and/or RTA Transportation Improvement Program (TIP) will be the governing source for all funding amounts, phase allocations, and overall delivery sequence.
- c. The applicable Project Charter shall establish the baseline project scope, schedule, and budget. Quarterly Key Performance Indicator (KPI) review and reporting, status update, and delivery requirements shall compare performance against that baseline and inform review of proposed changes. Any material deviation or major change from the approved Project shall require Authority approval in accordance with the Project Charter, Authority policy, and the RTA Administrative Code.
- d. The Jurisdiction and Authority will work cooperatively to identify solutions to any problems that may arise during the project that can impact Project delivery. The Project Charter will be updated to reflect any changes to roles and responsibilities as mutually agreed upon or as directed by the RTA Board.

22. Right-of-Way. The Jurisdiction shall assure all rights-of-way needed for any project are acquired unless otherwise specified in the Project Charter. Disposition of any portions of rights-of-way acquired but not needed (remnant parcels) shall comply with the RTA Administrative Code and any additional requirements set forth in the Project Charter.

23. Liability.

- a. **Indemnification:** To the fullest extent permitted by applicable law, the Jurisdiction agrees to indemnify, defend, and hold harmless the RTA and its Board, officers, officials, agents, and employees ("Indemnitees") from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the Jurisdiction's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement or in the use of RTA resources as described herein, regardless of how such claims are worded or styled or the specific cause of action asserted. The Jurisdiction's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of RTA or its employees, agents or officers. This provision shall survive termination of this Agreement.

- b. In the event that, pursuant to an individual Project Charter, the RTA is responsible for delivering the Project, the RTA agrees to indemnify, defend and hold harmless the Jurisdiction and its officers, officials, agents and employees from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the RTA's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement, regardless of how such claims are worded or styled or the specific cause of action asserted. The RTA's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of the Jurisdiction or its employees, agents or officers. This provision shall survive termination of this Agreement. This obligation to indemnify Jurisdiction shall apply only when specified in the applicable Project Charter.
- c. The Jurisdiction shall require its consultants and contractors performing activities pursuant to a Project Charter to name the Authority as an additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability, and defects in design in all of the Jurisdiction's contracts for the Project. The Jurisdiction shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment-related assurances posted for the Project.
- d. Additionally, project specific indemnification and insurance requirements may be reflected in the Project Charter.
- e. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

In Witness Whereof, Town of Marana has caused this Agreement to be executed by the _____, upon resolution of the _____ attested to by the _____, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Board Chair Date

ATTEST:

The foregoing Agreement between Town of Marana and the Authority has been approved as to content and is hereby recommended by the undersigned.

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

Town of Marana:

Mayor/Supervisor/Chair Date

ATTEST:

City Clerk/Clerk of the Board Date

ATTORNEY CERTIFICATION

The foregoing Agreement by and between the Regional Transportation Authority of Pima County and Town of Marana has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Regional Transportation Authority of Pima County:

Attorney for the Authority Date

Town of Marana:

Attorney for the Jurisdiction Date

RESOLUTION No. 2026-015

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF SAHUARITA FOR DELIVERY OF RTA PLAN ELEMENTS

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, the Town of Sahuarita (the “Lead Agency”) is a body politic and corporate of the State of Arizona pursuant to A.R.S. § 11-952; and

WHEREAS, in March 2026, 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 associated funding mechanisms to implement regional transportation improvements throughout Pima County; and

WHEREAS, the Lead Agency and the RTA desire to cooperate in the implementation and delivery of transportation projects, programs, and services identified in the Plan within the Town of Sahuarita; and

WHEREAS, the projects and programs to be implemented pursuant to this Intergovernmental Agreement and the project charters described therein are included in, eligible under, or otherwise consistent with the Plan; and

WHEREAS, the RTA and the Lead Agency wish to clarify their respective responsibilities for planning, programming, design, environmental clearance, right-of-way acquisition, utility coordination, construction, operations, maintenance, reporting, and funding of Plan projects and programs, 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 Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by this reference (the “IGA”); and

WHEREAS, the Board of Directors of the RTA has reviewed the provisions of the IGA 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 IGA with the Town of Sahuarita 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 Town of Sahuarita to comply with the terms of the IGA.

PASSED AND ADOPTED by the Board of Directors of the Regional Transportation Authority this 24th day of September 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 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

Intergovernmental Agreement Between the Regional Transportation Authority
and the Town of Sahuarita for Implementation of the Twenty-Year Regional
Transportation Plan.

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
Town of Sahuarita
FOR
DELIVERY OF RTA PLAN ELEMENTS**

This Intergovernmental Agreement (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 Town of Sahuarita, a body politic and corporate of the State of Arizona (“the Jurisdiction”) pursuant to A.R.S. § 11-952.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multimodal 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 March 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 among the local jurisdictions.
- 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 (18) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority, to enter into this contract for the full exercise of the powers granted to the Authority, and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. The Authority and the Jurisdiction may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.
- H. The Jurisdiction is authorized by A.R.S. § 11-251 (4) or A.R.S. § 9-240 (B) (3) to design, maintain, control and manage public roads within the Jurisdiction’s jurisdictional boundaries.
- I. It is the policy of the Authority to require that for each individual project in the Plan, the parties will create a document identifying the scope of the project, the financial and schedule performance attributes, the lead agency for that project, and the roles and responsibilities

between the Jurisdiction, the RTA, and, where applicable, any partner jurisdictions (the “Project Charter”). Each Project Charter must be agreed to and approved and entered into by the Authority and the Jurisdiction, or their authorized representatives, before requests for funding reimbursement or payment related to that Project can be processed by the Authority.

- J. The Jurisdiction may enter into an Intergovernmental Agreement with one or more other jurisdictions within Pima County empowering the Jurisdiction to perform project activities associated with project development, along with making the actual improvements outside the Jurisdiction’s jurisdictional boundaries as necessary for individual projects. Where this need is identified, the roles of each jurisdiction will also be defined in the Roles and Responsibilities section of the Project Charter.

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

STANDARD PROVISIONS

1. **Purpose.** The purpose of this Agreement is to establish a uniform legal, administrative, and funding framework governing RTA-funded projects within Town of Sahuarita as approved in the Plan including design, construction, operation and maintenance of RTA-funded transportation projects. Project specific requirements will be managed through a series of Project Charters, to be developed for each individual project.
2. **Effective Date; Term.** This Agreement shall become effective upon its execution by both parties and shall continue in effect until all improvements in the Plan constructed pursuant to this Agreement are completed, all eligible reimbursement payments to the Jurisdiction are concluded, and all warranties applicable to the projects outlined in the Project Charters have expired, unless terminated earlier in accordance with Section 15.
3. **Non-assignment.** Neither party to this Agreement shall assign its rights or obligations under this Agreement to any other party without written permission from the other party to this Agreement.
4. **Construction of Agreement.**
 - a. Entire agreement. This instrument, including any Project Charter(s) and Project Charter amendments entered into in accordance with this Agreement, 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 Project Charters and corresponding amendments are incorporated herein by this reference. Each Project Charter entered into between the parties pursuant to this Agreement will be attached to this Agreement as an Exhibit at the time the Project Charter is approved by the authorized representatives of each party and any time the Project Charter is amended.
 - b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.

- c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
 - d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
 - e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
 - f. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 5. Ownership of Improvements.** Ownership and title to all improvements, including materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Jurisdiction upon completion of the Project or, in the case of multi-jurisdictional projects, in the jurisdiction in which the improvements are located.
- 6. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Jurisdiction or the Authority.
- 7. 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 Jurisdiction and any Authority employees, or between Authority and any Jurisdiction employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 8. 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.
- 9. Compliance with Law.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, and standards without limitation to those designated within this Agreement.
- a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant to this IGA. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this

IGA by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.

- b. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.
- c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in, substantially, the following form:
 - i. All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

10. 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.

11. 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.

12. 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 Blvd., Suite 401
Tucson, AZ 85701

Jurisdiction representative:
Town of Manager or designee
375 W Sahuarita Center Way
Sahuarita, AZ 85629

13. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement, subject to the provisions of Paragraph 14, below. 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.

14. Dispute Resolution and Escalation. In the event of any dispute, disagreement, or issue arising under this Agreement or any applicable Project Charter, the Parties shall attempt to resolve the matter as set forth in this section. The timeframes in this section are not to be exceeded but may be made shorter by a specific Project Charter. Costs associated with project delays will be identified for the Board's consideration consistent with the Administrative Code and dispute resolution processes.

- a. Staff-Level Review. The parties first attempt to resolve the matter through informal discussions between the respective project managers or designated staff representatives within 15 calendar days of the dispute arising.
- b. Escalation to Management. If the matter cannot be resolved at the staff level within 15 calendar days, either Party may escalate the matter to the appropriate department directors or management representatives of the Parties to resolve the matter.
- c. Executive-Level Review. If the matter remains unresolved after 30 calendar days, the dispute shall be elevated to the executive leadership of the Parties, including the Executive Director of the Authority and the City Manager, Town Manager, County Administrator or equivalent executive of the Jurisdiction, for further consideration and resolution within 15 calendar days.
- d. RTA Board Consideration. If executive level discussions do not resolve the dispute within 45 days of issue identification, the matter may be presented to the RTA Board at the next reasonably available meeting for consideration, consistent with applicable law, Board policies, and the Authority's statutory responsibilities. Nothing herein shall be construed to limit or expand the authority of the RTA Board or any governing body of the Jurisdiction.
- e. Preservation of Rights. Except as otherwise provided by law, neither Party shall initiate litigation or other formal legal proceedings related to a dispute arising under this Agreement unless and until the escalation process described in this Section has been exhausted. Nothing in this section shall preclude either Party from seeking interim or emergency relief where necessary to prevent irreparable harm or to comply with legal obligations.

15. Termination. This Agreement and any Project Charter entered into pursuant to this Agreement, may be terminated as follows:

- a. By mutual agreement of the parties.
- b. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to this Agreement, either party may terminate this Agreement for material breach of the Agreement by giving written notice of default to the other party and providing time to cure. Upon notice of default, the party in default shall have forty-five days to cure the default. If after 45 days the party in default has not cured the default and is not making reasonable progress towards curing the default, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
- c. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to a Project Charter, either party may terminate the Project Charter in accordance with the notice and opportunity to cure provisions of Section 15(b), above. Alternatively, the parties may amend the Project Charter to revise the Roles and Responsibilities of the parties or otherwise resolve the dispute. Any such termination shall not relieve either party from liabilities or costs already incurred under the Project Charter.

16. 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.

ELEMENT/SUB-ELEMENT PROVISIONS

17. Projects and Project Charters. The Jurisdiction, with funding from the Authority, wishes to undertake the design and/or construction of improvements included in the Plan. The parties agree to enter into one or more Project Charters, the terms of which are incorporated into this Agreement by this reference and attached hereto as an Exhibit at the time they are executed, to accomplish the elements of the Plan within Jurisdiction's boundaries.

- a. Each Project Charter will relate to one of the transportation projects included in the Plan or a project that is eligible for funding as part of a categorical program included in the Plan.
- b. Each Jurisdiction is encouraged to appoint an authorized representative(s) to sign Project Charters along with the Executive Director (or designees) of the Authority to accelerate Project Charter execution. This would not preclude a jurisdiction from having a committee or authorized body to sign the Project Charter in accordance with jurisdictional policies.
- c. Project Charters will provide project descriptions and delivery information as well as roles and responsibilities of the Jurisdiction and RTA.

- d. For multi-jurisdictional projects, the applicable Project Charter shall define the roles and responsibilities of the Jurisdiction, the Authority, and each partner jurisdiction. The Project Charter will identify a lead agency, which may be updated for specific project segments and the Project Charter shall be amended accordingly.
- e. Project and program eligibility requirements for funding are identified in the RTA Administrative Code.

18. Funding. The Authority intends to fund RTA projects in accordance with this Agreement. Funding details, including the total maximum project amount, are identified in the 2026 voter-approved Plan and in Project Charters and are subject to A.R.S. Title 48 Chapter 30 and the RTA Administrative Code. Annual maximum expenditure will be established through the Transportation Improvement Program (TIP) process and in accordance with TIP Procedures. Any annual reimbursements that exceed the amounts programmed in the TIP and the annual RTA Budget require RTA Board approval and are subject to available revenues.

The Jurisdiction shall be responsible for securing and providing any committed non-RTA funding identified for its project in the Plan, unless otherwise specified in the applicable Project Charter.

19. Invoices.

- a. Monthly, the Jurisdiction shall be responsible for preparing and submitting to the Authority reimbursement requests (invoices) signed by a duly authorized representative of the Jurisdiction certifying conformance with all provisions outlined in the RTA Administrative Code and Project Charter.
- b. Invoices shall include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA Administrative Code.
- c. The Jurisdiction 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.

20. Reimbursements.

- a. Upon receipt of reimbursement requests, the Authority shall reimburse the Jurisdiction in accordance with the Project Charter. All payments and reimbursements shall comply with the RTA Administrative Code and the TIP.
- b. Reimbursements will generally be based on the schedules provided in the applicable Project Charter.
- c. Maximum Amount. Reimbursement under any Project Charter shall be limited to the inflation-adjusted, maximum amount authorized in the 2026 voter-approved Plan and further subject to availability of funds, unless otherwise approved by the RTA Board as set forth in Paragraph (d) below.

- d. Excess Costs. Jurisdiction may request reimbursement in excess of the amount set forth in Paragraph (c), above, but any such request shall require prior authorization by the RTA Board and shall remain subject to the availability of revenues as well as the Plan's provisions related to Potential Additional Revenue and the RTA Administrative Code.

21. Governing Documents

- a. The RTA's Administrative Code, available at RTAmobility.com will be the governing source for all procedural requirements, eligible work items and payments unless otherwise specified herein.
- b. The PAG and/or RTA Transportation Improvement Program (TIP) will be the governing source for all funding amounts, phase allocations, and overall delivery sequence.
- c. The applicable Project Charter shall establish the baseline project scope, schedule, and budget. Quarterly Key Performance Indicator (KPI) review and reporting, status update, and delivery requirements shall compare performance against that baseline and inform review of proposed changes. Any material deviation or major change from the approved Project shall require Authority approval in accordance with the Project Charter, Authority policy, and the RTA Administrative Code.
- d. The Jurisdiction and Authority will work cooperatively to identify solutions to any problems that may arise during the project that can impact Project delivery. The Project Charter will be updated to reflect any changes to roles and responsibilities as mutually agreed upon or as directed by the RTA Board.

22. Right-of-Way. The Jurisdiction shall assure all rights-of-way needed for any project are acquired unless otherwise specified in the Project Charter. Disposition of any portions of rights-of-way acquired but not needed (remnant parcels) shall comply with the RTA Administrative Code and any additional requirements set forth in the Project Charter.

23. Liability.

- a. **Indemnification:** To the fullest extent permitted by applicable law, the Jurisdiction agrees to indemnify, defend, and hold harmless the RTA and its Board, officers, officials, agents, and employees ("Indemnitees") from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the Jurisdiction's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement or in the use of RTA resources as described herein, regardless of how such claims are worded or styled or the specific cause of action asserted. The Jurisdiction's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of RTA or its employees, agents or officers. This provision shall survive termination of this Agreement.

- b. In the event that, pursuant to an individual Project Charter, the RTA is responsible for delivering the Project, the RTA agrees to indemnify, defend and hold harmless the Jurisdiction and its officers, officials, agents and employees from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the RTA's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement, regardless of how such claims are worded or styled or the specific cause of action asserted. The RTA's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of the Jurisdiction or its employees, agents or officers. This provision shall survive termination of this Agreement. This obligation to indemnify Jurisdiction shall apply only when specified in the applicable Project Charter.
- c. The Jurisdiction shall require its consultants and contractors performing activities pursuant to a Project Charter to name the Authority as an additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability, and defects in design in all of the Jurisdiction's contracts for the Project. The Jurisdiction shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment-related assurances posted for the Project.
- d. Additionally, project specific indemnification and insurance requirements may be reflected in the Project Charter.
- e. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

In Witness Whereof, Town of Sahuarita has caused this Agreement to be executed by the _____, upon resolution of the _____ attested to by the _____, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Board Chair Date

ATTEST:

The foregoing Agreement between Town of Sahuarita and the Authority has been approved as to content and is hereby recommended by the undersigned.

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

Town of Sahuarita:

Mayor/Supervisor/Chair Date

ATTEST:

City Clerk/Clerk of the Board Date

ATTORNEY CERTIFICATION

The foregoing Agreement by and between the Regional Transportation Authority of Pima County and Town of Sahuarita has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Regional Transportation Authority of Pima County:

Attorney for the Authority Date

Town of Sahuarita:

Attorney for the Jurisdiction Date

RESOLUTION No. 2026-020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY FOR DELIVERY OF RTA PLAN ELEMENTS

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, Pima County (the “Lead Agency”) is a body politic and corporate of the State of Arizona pursuant to A.R.S. § 11-952; and

WHEREAS, in March 2026, 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 associated funding mechanisms to implement regional transportation improvements throughout Pima County; and

WHEREAS, the Lead Agency and the RTA desire to cooperate in the implementation and delivery of transportation projects, programs, and services identified in the Plan within Pima County; and

WHEREAS, the projects and programs to be implemented pursuant to this Intergovernmental Agreement and the project charters described therein are included in, eligible under, or otherwise consistent with the Plan; and

WHEREAS, the RTA and the Lead Agency wish to clarify their respective responsibilities for planning, programming, design, environmental clearance, right-of-way acquisition, utility coordination, construction, operations, maintenance, reporting, and funding of Plan projects and programs, 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 Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by this reference (the “IGA”); and

WHEREAS, the Board of Directors of the RTA has reviewed the provisions of the IGA 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 IGA with Pima County 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 Pima County to comply with the terms of the IGA.

PASSED AND ADOPTED by the Board of Directors of the Regional Transportation Authority this 24th day of September 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 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

Intergovernmental Agreement Between the Regional Transportation Authority
and Pima County for Implementation of the Twenty-Year Regional Transportation
Plan.

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
Pima County
FOR
DELIVERY OF RTA PLAN ELEMENTS**

This Intergovernmental Agreement (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 Pima County, a body politic and corporate of the State of Arizona (“the Jurisdiction”) pursuant to A.R.S. § 11-952.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multimodal 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 March 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 among the local jurisdictions.
- 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 (18) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority, to enter into this contract for the full exercise of the powers granted to the Authority, and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. The Authority and the Jurisdiction may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.
- H. The Jurisdiction is authorized by A.R.S. § 11-251 (4) or A.R.S. § 9-240 (B) (3) to design, maintain, control and manage public roads within the Jurisdiction’s jurisdictional boundaries.
- I. It is the policy of the Authority to require that for each individual project in the Plan, the parties will create a document identifying the scope of the project, the financial and schedule performance attributes, the lead agency for that project, and the roles and responsibilities

between the Jurisdiction, the RTA, and, where applicable, any partner jurisdictions (the “Project Charter”). Each Project Charter must be agreed to and approved and entered into by the Authority and the Jurisdiction, or their authorized representatives, before requests for funding reimbursement or payment related to that Project can be processed by the Authority.

- J. The Jurisdiction may enter into an Intergovernmental Agreement with one or more other jurisdictions within Pima County empowering the Jurisdiction to perform project activities associated with project development, along with making the actual improvements outside the Jurisdiction’s jurisdictional boundaries as necessary for individual projects. Where this need is identified, the roles of each jurisdiction will also be defined in the Roles and Responsibilities section of the Project Charter.

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

STANDARD PROVISIONS

1. **Purpose.** The purpose of this Agreement is to establish a uniform legal, administrative, and funding framework governing RTA-funded projects within Pima County as approved in the Plan including design, construction, operation and maintenance of RTA-funded transportation projects. Project specific requirements will be managed through a series of Project Charters, to be developed for each individual project.
2. **Effective Date; Term.** This Agreement shall become effective upon its execution by both parties and shall continue in effect until all improvements in the Plan constructed pursuant to this Agreement are completed, all eligible reimbursement payments to the Jurisdiction are concluded, and all warranties applicable to the projects outlined in the Project Charters have expired, unless terminated earlier in accordance with Section 15.
3. **Non-assignment.** Neither party to this Agreement shall assign its rights or obligations under this Agreement to any other party without written permission from the other party to this Agreement.
4. **Construction of Agreement.**
 - a. Entire agreement. This instrument, including any Project Charter(s) and Project Charter amendments entered into in accordance with this Agreement, 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 Project Charters and corresponding amendments are incorporated herein by this reference. Each Project Charter entered into between the parties pursuant to this Agreement will be attached to this Agreement as an Exhibit at the time the Project Charter is approved by the authorized representatives of each party and any time the Project Charter is amended.
 - b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.

- c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
 - d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
 - e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
 - f. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 5. Ownership of Improvements.** Ownership and title to all improvements, including materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Jurisdiction upon completion of the Project or, in the case of multi-jurisdictional projects, in the jurisdiction in which the improvements are located.
- 6. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Jurisdiction or the Authority.
- 7. 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 Jurisdiction and any Authority employees, or between Authority and any Jurisdiction employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 8. 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.
- 9. Compliance with Law.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, and standards without limitation to those designated within this Agreement.
- a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant to this IGA. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this

IGA by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.

- b. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.
- c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in, substantially, the following form:
 - i. All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

10. 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.

11. 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.

12. 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 Blvd., Suite 401
Tucson, AZ 85701

Jurisdiction representative:
Pima County Administrator
Jan Leshner
115 N Church Ave
2nd Floor, Suite 231
Tucson, AZ 85701

13. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement, subject to the provisions of Paragraph 14, below. 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.

14. Dispute Resolution and Escalation. In the event of any dispute, disagreement, or issue arising under this Agreement or any applicable Project Charter, the Parties shall attempt to resolve the matter as set forth in this section. The timeframes in this section are not to be exceeded but may be made shorter by a specific Project Charter. Costs associated with project delays will be identified for the Board's consideration consistent with the Administrative Code and dispute resolution processes.

- a. Staff-Level Review. The parties first attempt to resolve the matter through informal discussions between the respective project managers or designated staff representatives within 15 calendar days of the dispute arising.
- b. Escalation to Management. If the matter cannot be resolved at the staff level within 15 calendar days, either Party may escalate the matter to the appropriate department directors or management representatives of the Parties to resolve the matter.
- c. Executive-Level Review. If the matter remains unresolved after 30 calendar days, the dispute shall be elevated to the executive leadership of the Parties, including the Executive Director of the Authority and the City Manager, Town Manager, County Administrator or equivalent executive of the Jurisdiction, for further consideration and resolution within 15 calendar days.
- d. RTA Board Consideration. If executive level discussions do not resolve the dispute within 45 days of issue identification, the matter may be presented to the RTA Board at the next reasonably available meeting for consideration, consistent with applicable law, Board policies, and the Authority's statutory responsibilities. Nothing herein shall be construed to limit or expand the authority of the RTA Board or any governing body of the Jurisdiction.
- e. Preservation of Rights. Except as otherwise provided by law, neither Party shall initiate litigation or other formal legal proceedings related to a dispute arising under this Agreement unless and until the escalation process described in this Section has been exhausted. Nothing in this section shall preclude either Party from seeking interim or

emergency relief where necessary to prevent irreparable harm or to comply with legal obligations.

15. Termination. This Agreement and any Project Charter entered into pursuant to this Agreement, may be terminated as follows:

- a. By mutual agreement of the parties.
- b. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to this Agreement, either party may terminate this Agreement for material breach of the Agreement by giving written notice of default to the other party and providing time to cure. Upon notice of default, the party in default shall have forty-five days to cure the default. If after 45 days the party in default has not cured the default and is not making reasonable progress towards curing the default, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
- c. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to a Project Charter, either party may terminate the Project Charter in accordance with the notice and opportunity to cure provisions of Section 15(b), above. Alternatively, the parties may amend the Project Charter to revise the Roles and Responsibilities of the parties or otherwise resolve the dispute. Any such termination shall not relieve either party from liabilities or costs already incurred under the Project Charter.

16. 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.

ELEMENT/SUB-ELEMENT PROVISIONS

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- b. Each Jurisdiction is encouraged to appoint an authorized representative(s) to sign Project Charters along with the Executive Director (or designees) of the Authority to accelerate Project Charter execution. This would not preclude a jurisdiction from having a committee or authorized body to sign the Project Charter in accordance with jurisdictional policies.

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- a. Monthly, the Jurisdiction shall be responsible for preparing and submitting to the Authority reimbursement requests (invoices) signed by a duly authorized representative of the Jurisdiction certifying conformance with all provisions outlined in the RTA Administrative Code and Project Charter.
- b. Invoices shall include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA Administrative Code.
- c. The Jurisdiction 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.

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- c. Maximum Amount. Reimbursement under any Project Charter shall be limited to the inflation-adjusted, maximum amount authorized in the 2026 voter-approved Plan and

further subject to availability of funds, unless otherwise approved by the RTA Board as set forth in Paragraph (d) below.

- d. Excess Costs. Jurisdiction may request reimbursement in excess of the amount set forth in Paragraph (c), above, but any such request shall require prior authorization by the RTA Board and shall remain subject to the availability of revenues as well as the Plan's provisions related to Potential Additional Revenue and the RTA Administrative Code.

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- a. The RTA's Administrative Code, available at RTAmobility.com will be the governing source for all procedural requirements, eligible work items and payments unless otherwise specified herein.
- b. The PAG and/or RTA Transportation Improvement Program (TIP) will be the governing source for all funding amounts, phase allocations, and overall delivery sequence.
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23. Liability.

- a. Indemnification: To the fullest extent permitted by applicable law, the Jurisdiction agrees to indemnify, defend, and hold harmless the RTA and its Board, officers, officials, agents, and employees ("Indemnitees") from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the Jurisdiction's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement or in the use of RTA resources as described herein, regardless of how such claims are worded or styled or the specific cause of action asserted. The Jurisdiction's obligation under this section shall not apply to any damages caused by the negligent, reckless or

intentional wrongful acts or omissions of RTA or its employees, agents or officers. This provision shall survive termination of this Agreement.

- b. In the event that, pursuant to an individual Project Charter, the RTA is responsible for delivering the Project, the RTA agrees to indemnify, defend and hold harmless the Jurisdiction and its officers, officials, agents and employees from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the RTA's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement, regardless of how such claims are worded or styled or the specific cause of action asserted. The RTA's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of the Jurisdiction or its employees, agents or officers. This provision shall survive termination of this Agreement. This obligation to indemnify Jurisdiction shall apply only when specified in the applicable Project Charter.
- c. The Jurisdiction shall require its consultants and contractors performing activities pursuant to a Project Charter to name the Authority as an additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability, and defects in design in all of the Jurisdiction's contracts for the Project. The Jurisdiction shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment-related assurances posted for the Project.
- d. Additionally, project specific indemnification and insurance requirements may be reflected in the Project Charter.
- e. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

In Witness Whereof, Pima County has caused this Agreement to be executed by the _____, upon resolution of the _____ attested to by the _____, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Board Chair Date

ATTEST:

The foregoing Agreement between Pima County 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 County:

Mayor/Supervisor/Chair Date

ATTEST:

City Clerk/Clerk of the Board Date

ATTORNEY CERTIFICATION

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

Regional Transportation Authority of Pima County:

Attorney for the Authority Date

Pima County:

Attorney for the Jurisdiction Date

RESOLUTION No. 2026-019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TUCSON FOR DELIVERY OF RTA PLAN ELEMENTS

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, the City of Tucson (the “Lead Agency”) is a body politic and corporate of the State of Arizona pursuant to A.R.S. § 11-952; and

WHEREAS, in March 2026, 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 associated funding mechanisms to implement regional transportation improvements throughout Pima County; and

WHEREAS, the Lead Agency and the RTA desire to cooperate in the implementation and delivery of transportation projects, programs, and services identified in the Plan within the City of Tucson; and

WHEREAS, the projects and programs to be implemented pursuant to this Intergovernmental Agreement and the project charters described therein are included in, eligible under, or otherwise consistent with the Plan; and

WHEREAS, the RTA and the Lead Agency wish to clarify their respective responsibilities for planning, programming, design, environmental clearance, right-of-way acquisition, utility coordination, construction, operations, maintenance, reporting, and funding of Plan projects and programs, 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 Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by this reference (the “IGA”); and

WHEREAS, the Board of Directors of the RTA has reviewed the provisions of the IGA 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 IGA with the City of Tucson 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 City of Tucson to comply with the terms of the IGA.

PASSED AND ADOPTED by the Board of Directors of the Regional Transportation Authority this 24th day of September 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 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

Intergovernmental Agreement Between the Regional Transportation Authority
and the City of Tucson for Implementation of the Twenty-Year Regional
Transportation Plan.

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
City of Tucson
FOR
DELIVERY OF RTA PLAN ELEMENTS**

This Intergovernmental Agreement (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 City of Tucson, a body politic and corporate of the State of Arizona (“the Jurisdiction”) pursuant to A.R.S. § 11-952.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multimodal 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 March 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 among the local jurisdictions.
- 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 (18) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority, to enter into this contract for the full exercise of the powers granted to the Authority, and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. The Authority and the Jurisdiction may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.
- H. The Jurisdiction is authorized by A.R.S. § 11-251 (4) or A.R.S. § 9-240 (B) (3) to design, maintain, control and manage public roads within the Jurisdiction’s jurisdictional boundaries.
- I. It is the policy of the Authority to require that for each individual project in the Plan, the parties will create a document identifying the scope of the project, the financial and schedule performance attributes, the lead agency for that project, and the roles and responsibilities

between the Jurisdiction, the RTA, and, where applicable, any partner jurisdictions (the “Project Charter”). Each Project Charter must be agreed to and approved and entered into by the Authority and the Jurisdiction, or their authorized representatives, before requests for funding reimbursement or payment related to that Project can be processed by the Authority.

- J. The Jurisdiction may enter into an Intergovernmental Agreement with one or more other jurisdictions within Pima County empowering the Jurisdiction to perform project activities associated with project development, along with making the actual improvements outside the Jurisdiction’s jurisdictional boundaries as necessary for individual projects. Where this need is identified, the roles of each jurisdiction will also be defined in the Roles and Responsibilities section of the Project Charter.

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

STANDARD PROVISIONS

1. **Purpose.** The purpose of this Agreement is to establish a uniform legal, administrative, and funding framework governing RTA-funded projects within City of Tucson as approved in the Plan including design, construction, operation and maintenance of RTA-funded transportation projects. Project specific requirements will be managed through a series of Project Charters, to be developed for each individual project.
2. **Effective Date; Term.** This Agreement shall become effective upon its execution by both parties and shall continue in effect until all improvements in the Plan constructed pursuant to this Agreement are completed, all eligible reimbursement payments to the Jurisdiction are concluded, and all warranties applicable to the projects outlined in the Project Charters have expired, unless terminated earlier in accordance with Section 15.
3. **Non-assignment.** Neither party to this Agreement shall assign its rights or obligations under this Agreement to any other party without written permission from the other party to this Agreement.
4. **Construction of Agreement.**
 - a. Entire agreement. This instrument, including any Project Charter(s) and Project Charter amendments entered into in accordance with this Agreement, 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 Project Charters and corresponding amendments are incorporated herein by this reference. Each Project Charter entered into between the parties pursuant to this Agreement will be attached to this Agreement as an Exhibit at the time the Project Charter is approved by the authorized representatives of each party and any time the Project Charter is amended.
 - b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.

- c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
 - d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
 - e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
 - f. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 5. Ownership of Improvements.** Ownership and title to all improvements, including materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Jurisdiction upon completion of the Project or, in the case of multi-jurisdictional projects, in the jurisdiction in which the improvements are located.
- 6. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Jurisdiction or the Authority.
- 7. 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 Jurisdiction and any Authority employees, or between Authority and any Jurisdiction employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 8. 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.
- 9. Compliance with Law.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, and standards without limitation to those designated within this Agreement.
- a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant to this IGA. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this

IGA by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.

- b. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.
- c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in, substantially, the following form:
 - i. All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

10. 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.

11. 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.

12. 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 Blvd., Suite 401
Tucson, AZ 85701

Jurisdiction representative(s):

City Manager
Timothy Thomure
City Hall, 10th Floor
255 W. Alameda St.
Tucson, AZ 85701

Director of Transportation & Mobility
Samuel Credio
Public Works Building
201 N. Stone Ave. 6th Floor north
Tucson, AZ 85701

13. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement, subject to the provisions of Paragraph 14, below. 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.

14. Dispute Resolution and Escalation. In the event of any dispute, disagreement, or issue arising under this Agreement or any applicable Project Charter, the Parties shall attempt to resolve the matter as set forth in this section. The timeframes in this section are not to be exceeded but may be made shorter by a specific Project Charter. Costs associated with project delays will be identified for the Board's consideration consistent with the Administrative Code and dispute resolution processes.

- a. Staff-Level Review. The parties first attempt to resolve the matter through informal discussions between the respective project managers or designated staff representatives within 15 calendar days of the dispute arising.
- b. Escalation to Management. If the matter cannot be resolved at the staff level within 15 calendar days, either Party may escalate the matter to the appropriate department directors or management representatives of the Parties to resolve the matter.
- c. Executive-Level Review. If the matter remains unresolved after 30 calendar days, the dispute shall be elevated to the executive leadership of the Parties, including the Executive Director of the Authority and the City Manager, Town Manager, County Administrator or equivalent executive of the Jurisdiction, for further consideration and resolution within 15 calendar days.
- d. RTA Board Consideration. If executive level discussions do not resolve the dispute within 45 days of issue identification, the matter may be presented to the RTA Board at the next reasonably available meeting for consideration, consistent with applicable law, Board policies, and the Authority's statutory responsibilities. Nothing herein shall be construed to limit or expand the authority of the RTA Board or any governing body of the Jurisdiction.
- e. Preservation of Rights. Except as otherwise provided by law, neither Party shall initiate litigation or other formal legal proceedings related to a dispute arising under this Agreement unless and until the escalation process described in this Section has been exhausted. Nothing in this section shall preclude either Party from seeking interim or

emergency relief where necessary to prevent irreparable harm or to comply with legal obligations.

15. Termination. This Agreement and any Project Charter entered into pursuant to this Agreement, may be terminated as follows:

- a. By mutual agreement of the parties.
- b. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to this Agreement, either party may terminate this Agreement for material breach of the Agreement by giving written notice of default to the other party and providing time to cure. Upon notice of default, the party in default shall have forty-five days to cure the default. If after 45 days the party in default has not cured the default and is not making reasonable progress towards curing the default, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
- c. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to a Project Charter, either party may terminate the Project Charter in accordance with the notice and opportunity to cure provisions of Section 15(b), above. Alternatively, the parties may amend the Project Charter to revise the Roles and Responsibilities of the parties or otherwise resolve the dispute. Any such termination shall not relieve either party from liabilities or costs already incurred under the Project Charter.

16. 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.

ELEMENT/SUB-ELEMENT PROVISIONS

17. Projects and Project Charters. The Jurisdiction, with funding from the Authority, wishes to undertake the design and/or construction of improvements included in the Plan. The parties agree to enter into one or more Project Charters, the terms of which are incorporated into this Agreement by this reference and attached hereto as an Exhibit at the time they are executed, to accomplish the elements of the Plan within Jurisdiction's boundaries.

- a. Each Project Charter will relate to one of the transportation projects included in the Plan or a project that is eligible for funding as part of a categorical program included in the Plan.
- b. Each Jurisdiction is encouraged to appoint an authorized representative(s) to sign Project Charters along with the Executive Director (or designees) of the Authority to accelerate Project Charter execution. This would not preclude a jurisdiction from having a committee or authorized body to sign the Project Charter in accordance with jurisdictional policies.

- c. Project Charters will provide project descriptions and delivery information as well as roles and responsibilities of the Jurisdiction and RTA.
- d. For multi-jurisdictional projects, the applicable Project Charter shall define the roles and responsibilities of the Jurisdiction, the Authority, and each partner jurisdiction. The Project Charter will identify a lead agency, which may be updated for specific project segments and the Project Charter shall be amended accordingly.
- e. Project and program eligibility requirements for funding are identified in the RTA Administrative Code.

18. Funding. The Authority intends to fund RTA projects in accordance with this Agreement. Funding details, including the total maximum project amount, are identified in the 2026 voter-approved Plan and in Project Charters and are subject to A.R.S. Title 48 Chapter 30 and the RTA Administrative Code. Annual maximum expenditure will be established through the Transportation Improvement Program (TIP) process and in accordance with TIP Procedures. Any annual reimbursements that exceed the amounts programmed in the TIP and the annual RTA Budget require RTA Board approval and are subject to available revenues.

The Jurisdiction shall be responsible for securing and providing any committed non-RTA funding identified for its project in the Plan, unless otherwise specified in the applicable Project Charter.

19. Invoices.

- a. Monthly, the Jurisdiction shall be responsible for preparing and submitting to the Authority reimbursement requests (invoices) signed by a duly authorized representative of the Jurisdiction certifying conformance with all provisions outlined in the RTA Administrative Code and Project Charter.
- b. Invoices shall include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA Administrative Code.
- c. The Jurisdiction 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.

20. Reimbursements.

- a. Upon receipt of reimbursement requests, the Authority shall reimburse the Jurisdiction in accordance with the Project Charter. All payments and reimbursements shall comply with the RTA Administrative Code and the TIP.
- b. Reimbursements will generally be based on the schedules provided in the applicable Project Charter.
- c. Maximum Amount. Reimbursement under any Project Charter shall be limited to the inflation-adjusted, maximum amount authorized in the 2026 voter-approved Plan and

further subject to availability of funds, unless otherwise approved by the RTA Board as set forth in Paragraph (d) below.

- d. Excess Costs. Jurisdiction may request reimbursement in excess of the amount set forth in Paragraph (c), above, but any such request shall require prior authorization by the RTA Board and shall remain subject to the availability of revenues as well as the Plan's provisions related to Potential Additional Revenue and the RTA Administrative Code.

21. Governing Documents

- a. The RTA's Administrative Code, available at RTAmobility.com will be the governing source for all procedural requirements, eligible work items and payments unless otherwise specified herein.
- b. The PAG and/or RTA Transportation Improvement Program (TIP) will be the governing source for all funding amounts, phase allocations, and overall delivery sequence.
- c. The applicable Project Charter shall establish the baseline project scope, schedule, and budget. Quarterly Key Performance Indicator (KPI) review and reporting, status update, and delivery requirements shall compare performance against that baseline and inform review of proposed changes. Any material deviation or major change from the approved Project shall require Authority approval in accordance with the Project Charter, Authority policy, and the RTA Administrative Code.
- d. The Jurisdiction and Authority will work cooperatively to identify solutions to any problems that may arise during the project that can impact Project delivery. The Project Charter will be updated to reflect any changes to roles and responsibilities as mutually agreed upon or as directed by the RTA Board.

22. Right-of-Way. The Jurisdiction shall assure all rights-of-way needed for any project are acquired unless otherwise specified in the Project Charter. Disposition of any portions of rights-of-way acquired but not needed (remnant parcels) shall comply with the RTA Administrative Code and any additional requirements set forth in the Project Charter.

23. Liability.

- a. Indemnification: To the fullest extent permitted by applicable law, the Jurisdiction agrees to indemnify, defend, and hold harmless the RTA and its Board, officers, officials, agents, and employees ("Indemnitees") from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the Jurisdiction's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement or in the use of RTA resources as described herein, regardless of how such claims are worded or styled or the specific cause of action asserted. The Jurisdiction's obligation under this section shall not apply to any damages caused by the negligent, reckless or

intentional wrongful acts or omissions of RTA or its employees, agents or officers. This provision shall survive termination of this Agreement.

- b. In the event that, pursuant to an individual Project Charter, the RTA is responsible for delivering the Project, the RTA agrees to indemnify, defend and hold harmless the Jurisdiction and its officers, officials, agents and employees from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the RTA's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement, regardless of how such claims are worded or styled or the specific cause of action asserted. The RTA's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of the Jurisdiction or its employees, agents or officers. This provision shall survive termination of this Agreement. This obligation to indemnify Jurisdiction shall apply only when specified in the applicable Project Charter.
- c. The Jurisdiction shall require its consultants and contractors performing activities pursuant to a Project Charter to name the Authority as an additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability, and defects in design in all of the Jurisdiction's contracts for the Project. The Jurisdiction shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment-related assurances posted for the Project.
- d. Additionally, project specific indemnification and insurance requirements may be reflected in the Project Charter.
- e. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

In Witness Whereof, City of Tucson has caused this Agreement to be executed by the _____, upon resolution of the _____ attested to by the _____, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Board Chair Date

ATTEST:

The foregoing Agreement between City of Tucson and the Authority has been approved as to content and is hereby recommended by the undersigned.

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

City of Tucson:

Mayor/Supervisor/Chair Date

ATTEST:

City Clerk/Clerk of the Board Date

ATTORNEY CERTIFICATION

The foregoing Agreement by and between the Regional Transportation Authority of Pima County and City of Tucson has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Regional Transportation Authority of Pima County:

Attorney for the Authority Date

City of Tucson:

Attorney for the Jurisdiction Date

SUBJECT: RTA | Jurisdiction Master Transit Intergovernmental Agreements (IGA) – City of Tucson and Town of Oro Valley

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Action	9

REQUESTED ACTION/SUGGESTED MOTION

The RTA Board will be asked to approve the Master IGA for Transit Service and Operations between the RTA and City of Tucson. The IGA will cover all services and operations in the Transit Element of the Plan.

The Board will be asked to approve the Town of Oro Valley Transit IGA for Sun Shuttle Services.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 46, RTA Support

SUMMARY

City of Tucson Master IGA

RTA staff worked with City of Tucson staff to develop a Master IGA for Transit Service and Operations to reflect the framework used for the project elements of the Plan. Transit service and operation details will be outlined in Charters which will include the total maximum amount identified in the 2026 voter-approved Plan. The annual maximum expenditure will be established through the Transportation Improvement Program (TIP) and in accordance with the applicable TIP policies and procedures and align with Appendix A of the RTA Administrative Code.

Oro Valley IGA

Oro Valley Sun Shuttle Dial-a-Ride Transit Service is an enhancement to the regional transit system and provides transit service throughout the greater Oro Valley area. The services operate as a dial-a-ride service model with connections to other regional transit services. The agreement was approved by Oro Valley Mayor and Council earlier this year and will be updated to reflect the Master IGA framework later this year.

PRIOR BOARD AND/OR COMMITTEE ACTION

City of Tucson IGA

The RTA Board previously approved two annual IGAs for the City of Tucson for RTA 1 for FY25-26 for Transit Services funded by the RTA with detailed Exhibits to estimate service delivery and expenses.

Oro Valley IGA

The RTA Board previously approved the IGA for the Town of Oro Valley Transit Services for a period of three years from 2023-2026.

FINANCIAL CONSIDERATIONS

City of Tucson IGA

The RTA will provide an annual reimbursement paid in four equal quarterly installments. Funding details, including the total maximum amount, are identified in the 2026 voter-approved Plan and in Transit Service Charters, following Appendix A of the RTA Administrative Code.

Oro Valley IGA

The agreement authorizes the Town of Oro Valley to invoice the RTA for reimbursement for operating transit services for the greater Oro Valley area while cooperatively working on the design, promotion, and regionalization of the Sun Shuttle Dial-a-Ride system. The IGA equals \$13,237,100 for the five-year term.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None.

ATTACHED ADDITIONAL BACKUP INFORMATION

- Master IGA Transit Service and Operations with the City of Tucson
- Town of Oro Valley Intergovernmental Agreement and services rates schedule

Staff Contact/Phone	Michael Ortega, (520) 792-1093, ext. 4420 Greg Byers, (520) 792-1093 ext. 4470 Mary Carter, (520) 792-1093. ext. 4424 Preston McLaughlin, (520) 792-1093. ext. 4415
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RESOLUTION No. 2026-021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF TUCSON FOR DELIVERY OF RTA TRANSIT ELEMENTS

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, CITY OF TUCSON (the “Jurisdiction”) is a body politic and corporate of the State of Arizona pursuant to A.R.S. § 11-952; and

WHEREAS, in March 2026, 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 associated funding mechanisms to implement regional transportation improvements throughout Pima County; and

WHEREAS, the Jurisdiction and the RTA desire to cooperate in the implementation and delivery of transit services and operations identified in the Plan within Pima County; and

WHEREAS, the individual transit service operations to be implemented pursuant to this Intergovernmental Agreement and the Transit Service Charters described therein are included in, eligible under, or otherwise consistent with the Plan; and

WHEREAS, the RTA and the Lead Agency wish to clarify their respective responsibilities for transit services and operations, 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 Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by this reference (the “IGA”); and

WHEREAS, the Board of Directors of the RTA has reviewed the provisions of the IGA 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 IGA with City of Tucson 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 City of Tucson to comply with the terms of the IGA.

PASSED AND ADOPTED by the Board of Directors of the Regional Transportation Authority this 24th day of September 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 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

Intergovernmental Agreement Between the Regional Transportation Authority and City of Tucson for Implementation of transit services and operations in the Twenty-Year Regional Transportation Plan.

**INTERGOVERNMENTAL TRANSIT SERVICE AND OPERATIONS FUNDING
AGREEMENT BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
City of Tucson
FOR
DELIVERY OF RTA PLAN TRANSIT SERVICES AND OPERATIONS**

This Intergovernmental Agreement (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 City of Tucson, a body politic and corporate of the State of Arizona (“the Jurisdiction”) pursuant to A.R.S. § 11-952.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multimodal 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 March 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 among the local jurisdictions.
- 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 and the Jurisdiction may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.
- G. Pursuant to A.R.S. § 48-5304 (9), the RTA is authorized to adopt rules that are proper or necessary to regulate the use, operation, and maintenance of its property and facilities, including its public transportation systems and related transportation facilities and services operating in its area of jurisdiction;
- H. The Jurisdiction, through its Department of Transportation & Mobility and agent Sun Tran, provides public transit services, including fixed route service, and as applicable, complimentary paratransit service to areas within designated areas of Pima County, Town of Marana, and City of South Tucson;

- I. The Jurisdiction is authorized by A.R.S. Title 9, its Charter, and its Mayor and Council, to oversee the design, operation, and management of RTA-funded transit services within the Jurisdiction's jurisdictional boundaries.
- J. The Jurisdiction may enter into an Intergovernmental Agreement with one or more other jurisdictions within Pima County empowering the Jurisdiction to perform transit services, operations, and improvements outside the Jurisdiction's jurisdiction boundaries as necessary for individual projects. Where this need is identified, the roles of each jurisdiction will also be defined in the Roles and Responsibilities section of the Project Charter.
- K. The parties desire to cooperate in the operation and administration of transit service and improvements included in the Plan.
- L. It is the policy of the Authority that for each individual transit service operation in the Plan, the parties will create a document identifying the scope of the service or operation, the financial and schedule performance attributes, the lead agency and the roles and responsibilities between the Jurisdiction and the RTA (the "Transit Service Charter." Each Transit Service Charter must be agreed to and approved and entered into by the Authority and the Jurisdiction, or their authorized representatives, before requests for funding reimbursement or payment related to that service or operation can be processed by the Authority.

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

STANDARD PROVISIONS

1. **Purpose.** The purpose of this Agreement is to establish the legal, administrative, and funding framework governing RTA-funded transit services and operations provided by the City of Tucson, as approved in the Plan for residents of designated areas of City of Tucson, Pima County, Town of Marana, and City of South Tucson. Service-specific requirements shall be addressed through one or more Transit Service Charters developed for the applicable transit services, including fixed-route transit services, complementary paratransit service, fare revenue and applicable assistance credits, associated capital and operating support, and transit amenities and supporting infrastructure.
2. **Effective Date; Term.** This Agreement shall become effective upon its execution by both parties and shall continue in effect until the transit services and operations authorized pursuant to this Agreement are completed, all eligible reimbursement payments to the Jurisdiction are concluded, and all warranties applicable to the services and operations outlined in the Transit Service Charters have expired, unless terminated earlier in accordance with Section 15.
3. **Transit Service Framework.**

The Jurisdiction shall provide transit services such as:

- Fixed-route services operating on established schedules and routes.
- Paratransit services.
- Safety and security of the transit system.

- Service adjustments for overcrowding, route modification, or system optimization.

Transit service definitions will be included in each Transit Service Charter.

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

- 5. Construction of Agreement.**

- Entire Agreement. This Agreement, together with any Transit Service Charters and amendments executed in accordance with this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral and written agreements and understandings relating thereto. Any such Transit Service Charters and amendments are incorporated herein by this reference. Each Transit Service Charter entered into between the parties pursuant to this Agreement will be attached to this Agreement as an exhibit at the time the Project Charter is approved by the authorized representatives of each party and any time the Project Charter is amended.
- Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.
- Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- 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.
- 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.
- This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

- 6. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Jurisdiction or the Authority.

- 7. 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 Jurisdiction and any Authority employees, or between the Authority and any Jurisdiction 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.

- 8. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to, or rights in, third parties that are not parties to this Agreement or to affect the legal liability of either party by imposing any standard of care different from the standard of care imposed by law.
- 9. Compliance with Law.** The parties shall comply with all applicable federal, state, and local laws, rules, regulations and standards, without limitation to those designated within this Agreement.
- a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant to this IGA. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this IGA by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.
 - b. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.
 - c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in, substantially, the following form:
 - i. All employees are hereby further notified that they may be required to work under the jurisdiction or control of, or within the jurisdictional boundaries of, another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for workers' compensation purposes.
- 10. 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.
- 11. 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.

- 12. 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 Blvd., Suite 401

Tucson, AZ 85701

Jurisdiction representative(s):

City Manager

Timothy Thomure

City Hall, 10th Floor

255 W. Alameda St.

Tucson, AZ 85701

Director of Transportation & Mobility

Samuel Credio

Public Works Building

201 N. Stone Ave. 6th Floor north

Tucson, AZ 85701

- 13. Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement, subject to the provisions of Paragraph 14, below. 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.

- 14. Dispute Resolution and Escalation.** In the event of a dispute, disagreement, or issue arising under this Agreement or any applicable Transit Service Charter, the Parties shall first attempt to resolve the matter through informal discussions between the respective project managers or designated staff representatives within fifteen (15) calendar days after the dispute arises. The timeframes in this section may be shortened by an applicable Transit Service Charter but shall not otherwise be extended. Costs associated with service delays may be identified for Board consideration consistent with the RTA Administrative Code and applicable dispute resolution processes.

- a. **Staff-Level Review.** The parties first attempt to resolve the matter through informal discussions between the respective project managers or designated staff representatives within 15 calendar days of the dispute arising.
- b. **Escalation to Management.** If the matter cannot be resolved at the staff level within 15 calendar days, either Party may escalate the matter to the appropriate department directors or management representatives of the Parties to resolve the matter.

- c. Executive-Level Review. If the matter remains unresolved after 30 calendar days, the dispute shall be elevated to the executive leadership of the Parties, including the Executive Director of the Authority and the City Manager, Town Manager, County Administrator, or equivalent executive of the Jurisdiction, for further consideration and resolution within 15 calendar days.
- d. RTA Board Consideration. If executive-level discussions do not resolve the dispute within 45 days of issue identification, the matter may be presented to the RTA Board at the next reasonably available meeting for consideration, consistent with applicable law, Board policies, and the Authority's statutory responsibilities. Nothing herein shall be construed to limit or expand the authority of the RTA Board or any governing body of the Jurisdiction.
- e. Preservation of Rights. Except as otherwise provided by law, neither Party shall initiate litigation or other formal legal proceedings related to a dispute arising under this Agreement unless and until the escalation process described in this Section has been exhausted. Nothing in this section shall preclude either Party from seeking interim or emergency relief where necessary to prevent irreparable harm or to comply with legal obligations.

15. Termination. This Agreement and any Project Charter entered into pursuant to this Agreement, may be terminated as follows:

- a. By mutual agreement of the parties.
- b. If the Dispute Resolution process set forth in Paragraph 14 fails to resolve the dispute between the parties relating to this Agreement, either party may terminate this Agreement for material breach of the Agreement by giving written notice of default to the other party and providing time to cure. Upon notice of default, the party said to be in default shall have forty-five days to cure the default. If after 45 days the party said to be in default has not cured the default and is not making reasonable progress toward curing the default, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
- c. If the Dispute Resolution process set forth in Paragraph 14 fails to resolve the dispute between the parties relating to a Project Charter, either party may terminate the Transit Service Charter in accordance with the notice and opportunity to cure provisions of Section 15(b) above. Alternatively, the parties may amend the Transit Service Charter to revise the Roles and Responsibilities of the parties or otherwise resolve the dispute. Any such termination shall not relieve either party from liabilities or costs already incurred under the Transit Service Charter.

16. 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 counterparts may be removed from such counterpart and attached to a single instrument.

ELEMENT/SUB-ELEMENT PROVISIONS

17. Transit Services and Transit Service Charters. The Jurisdiction, with funding from the Authority, shall provide transit services identified in the Plan. The parties agree to enter into one or more Transit Service Charters, the terms of which are incorporated into this Agreement by this reference, and attached hereto as an exhibit at the time they are executed, to accomplish the elements of the Plan within Jurisdiction's boundaries.

- a. Each Transit Service Charter shall define, as applicable:
 - i. Routes or service areas, as applicable
 - ii. Service miles and/or service hours
 - iii. Frequency, span, or schedules, as applicable
 - iv. Operational responsibilities
 - v. Cost methodology and eligible expenses
 - vi. Number of trips
- b. Each Jurisdiction is encouraged to appoint authorized representative(s) to sign Transit Service Charters along with the Executive Director (or designee) of the Authority to accelerate Charter execution. This does not preclude a jurisdiction from requiring committee or governing body approval in accordance with jurisdictional policies.
- c. Transit Service Charters will provide service delivery and performance information, such as ridership, service reliability, cost efficiency, and other mutually agreed measures for use in reporting and oversight.
- d. Transit service cost eligibility requirements are identified in the RTA Administrative Code.

18. Funding. The Authority intends to fund transit services and operations in accordance with this Agreement. Funding details, including the total maximum amount are identified in the 2026 voter-approved Plan and in Transit Service Charters and are subject to ARS Title 48 Chapter 30 and the RTA Administrative Code. Annual maximum expenditure will be established through the Transportation Improvement Program (TIP) process and in accordance with applicable TIP policies and procedures. Any annual reimbursement requests that exceed the amounts programmed in the TIP and the annual RTA budget will require RTA Board approval and remain subject to available revenues.

The Jurisdiction shall be responsible for securing and providing any committed non-RTA funding identified for its project in the Plan, unless otherwise specified in the applicable Transit Service Charter.

19. Annual Reimbursement.

- a. The Authority shall provide an annual reimbursement to the Jurisdiction in accordance with the applicable Transit Service Charter. Annual reimbursements shall be paid in four equal quarterly installments, with the first installment due at the end of the first quarter following execution of this Agreement.
- b. Release of any annual reimbursement amount remains subject to the applicable Transit Service Charter, the RTA Administrative Code, approved TIP

programming, an adopted annual RTA budget, RTA Board approval where required, and the availability of revenues.

- c. Maximum Amount. Total annual reimbursement under any Transit Service Charter shall be limited to the inflation-adjusted maximum amount authorized in the 2026 voter-approved Plan and further subject to availability of funds, unless otherwise approved by the RTA Board as set forth in Paragraph (d) below. The applicable Transit Service Charter shall identify the annual reimbursement amount and describe the methodology used to determine that amount, which may include additional jurisdictional allocations under Appendix A of the RTA Administrative Code for transit services the City of Tucson provides in other jurisdictions.
- d. Excess Costs. Jurisdiction may request reimbursement in excess of the amount set forth in Paragraph (c) above, but any such request shall require prior authorization by the RTA Board and shall remain subject to the availability of revenues as well as the Plan's provisions related to Potential Additional Revenue and the RTA Administrative Code.

20. Annual Review.

- a. The Jurisdiction will meet with the Authority annually and provide sufficient documentation certifying conformance with all provisions outlined in the RTA Administrative Code and the applicable Transit Service Charters, including documentation sufficient to support annual reconciliation of the reimbursement. Documentation will include:
 - i. Contractor invoices
 - ii. Direct expenses
 - iii. Progress Report (summary of Quarterly Analysis)
- b. Use of Funds; Reconciliation. The Jurisdiction shall use annual reimbursements solely for eligible purposes under this Agreement, the applicable Transit Service Charter, and the RTA Administrative Code. Any funds determined through annual review, audit, or reconciliation to be unexpended, ineligible, or unsupported shall be returned to the Authority or credited against a future reimbursement amount, as provided in the applicable Transit Service Charter or otherwise agreed by the Parties consistent with the RTA Administrative Code.
- c. Unused or Ineligible Funds. Any funds identified through annual review, audit, or reconciliation as unexpended, ineligible, or unsupported shall be addressed as follows: (i) unexpended funds shall be provided to the Jurisdiction as a credit against a future annual reimbursement or a carryforward for specified eligible purposes. Nothing in this subsection limits the Authority's right to offset amounts due against a future annual reimbursement to the extent permitted by the applicable Transit Service Charter and the RTA Administrative Code.
- d. The Jurisdiction must retain and certify all vendor receipts, invoices, payroll or operating support documentation, and other related 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.

21. Quarterly Key Performance Indicators (KPIs)

- a. Quarterly, the Jurisdiction shall prepare and submit to the Authority KPI data to support the Quarterly Analysis update to the TMC, CART, and RTA Board. Additional KPIs can be included in each Charter and as information and tracking potentially improves with the use of technology or other software. Quarterly Analysis Transit KPIs for standard fixed route transit operations include at a minimum:
 - i. Ridership
 - ii. On-time performance
 - iii. Passengers per revenue hour
 - iv. Passengers per revenue mile
 - v. Vehicle revenue miles
 - vi. Vehicle revenue hours
- b. Additional required metrics related to transit service or operations may be specified in the applicable Transit Service Charter.

22. Governing Documents. The RTA Administrative Code, available at RTAmobility.com will be the governing source for all procedural requirements, eligible work items and payments unless otherwise specified herein.

The PAG and/or RTA Transportation Improvement Program (TIP) will be the governing source for all funding amounts and annual reimbursements. Each applicable Transit Service Charter shall establish the baseline service scope, performance expectations, schedule, budget, annual reimbursement amount and calculation methodology, payment schedule, and review or reconciliation requirements. Any material deviation from an approved Transit Service Charter requires Authority approval in accordance with the Charter, Authority policy, and the RTA Administrative Code.

The Jurisdiction and the Authority shall work cooperatively to address issues arising during service delivery that may affect implementation. The applicable Transit Service Charter shall be updated to reflect mutually agreed changes to roles, responsibilities, service scope, schedule, budget, annual reimbursement timing, reconciliation procedures, or changes otherwise directed by the RTA Board.

23. Transit Facilities, Workforce, and Supporting Resources. Except as otherwise specified in the applicable Transit Service Charter, the Jurisdiction is responsible for the facilities, transit stops, passenger amenities, fleet support assets, operational personnel, maintenance, personnel, administrative personnel, financial and accounting staff, management personnel and other resources necessary to provide transit services supported by this Agreement. The acquisition, use, disposition, and maintenance of such assets shall comply with the RTA Administrative Code and any additional requirements set forth in the applicable Transit Service Charter.

Nothing in this Agreement shall be construed to make RTA the employer of any transit employee, contractor, operator, maintenance employee, administrative employee, or union-represented employee utilized in providing transit services under this Agreement.

24. Transit Service Modifications. The Jurisdiction and the Authority will coordinate on any modifications to routes, schedules, or fares. Changes involving federal funding may require a public input process consistent with Federal Transit Administration (FTA) requirements. If public input is needed, the parties agree to work cooperatively on a coordinated public input process. Approved changes shall be documented through an update to the Transit Service Charter.

25. Liability.

- a. Indemnification: To the fullest extent permitted by applicable law, the Jurisdiction agrees to indemnify, defend, and hold harmless the RTA and its Board, officers, officials, agents, and employees (“Indemnitees”) from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys’ fees and/or litigation expenses) arising out of the Jurisdiction’s activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement or in the use of RTA resources as described herein, regardless of how such claims are worded or styled or the specific cause of action asserted. The Jurisdiction’s obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of RTA or its employees, agents or officers. This provision shall survive termination of this Agreement.
- b. In the event that, pursuant to an individual Transit Service Charter, the RTA is responsible for delivering the service, the RTA agrees to indemnify, defend and hold harmless the Jurisdiction and its officers, officials, agents and employees from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys’ fees and/or litigation expenses) arising out of the RTA’s activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement, regardless of how such claims are worded or styled or the specific cause of action asserted. The RTA’s obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of the Jurisdiction or its employees, agents or officers. This provision shall survive termination of this Agreement. This obligation to indemnify Jurisdiction shall apply only when specified in the applicable Transit Service Charter.
- c. The Jurisdiction shall require its contractors performing activities pursuant to a Transit Service Charter to name the Authority as an additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability, and defects in design in all of the Jurisdiction’s contracts for the Project. The Jurisdiction shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment-related assurances posted for the Project.
- d. Additional, project specific indemnification and insurance requirements may be reflected in the Transit Service Charter.

- e. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

IN WITNESS WHEREOF, the City of Tucson has caused this Agreement to be executed by its duly authorized representative, and the Authority has caused this Agreement to be executed by the Chair of its Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Board Chair

Date

ATTEST:

The foregoing Agreement between the City of Tucson and the Authority has been approved as to content and is hereby recommended by the undersigned.

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

Date

City of Tucson:

Regina Romero, Mayor

Date

ATTEST:

Marissa Stoller, City Clerk

Date

ATTORNEY CERTIFICATION

The foregoing Agreement by and between the Regional Transportation Authority of Pima County and the City of Tucson has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Regional Transportation Authority of Pima County:

Attorney for the Authority

Date

City of Tucson:

Roi Lusk, City Attorney

Date

RESOLUTION No. 2026-022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH TOWN OF ORO VALLEY FOR DELIVERY OF RTA TRANSIT ELEMENTS

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, TOWN OF ORO VALLEY (the “Jurisdiction”) is a body politic and corporate of the State of Arizona pursuant to A.R.S. § 11-952; and

WHEREAS, in March 2026, 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 associated funding mechanisms to implement regional transportation improvements throughout Pima County; and

WHEREAS, the Jurisdiction and the RTA desire to cooperate in the implementation and delivery of transit services and operations identified in the Plan within Pima County; and

WHEREAS, the individual transit service operations to be implemented pursuant to this Intergovernmental Agreement are included in, eligible under, or otherwise consistent with the Plan; and

WHEREAS, the RTA and the Lead Agency wish to clarify their respective responsibilities for transit services and operations, 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 Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by this reference (the “IGA”); and

WHEREAS, the Board of Directors of the RTA has reviewed the provisions of the IGA 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 IGA with Town of Oro Valley 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 Town of Oro Valley to comply with the terms of the IGA.

PASSED AND ADOPTED by the Board of Directors of the Regional Transportation Authority this 24th day of September 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 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

Intergovernmental Agreement Between the Regional Transportation Authority and Town of Oro Valley for Implementation of transit services and operations in the Twenty-Year Regional Transportation Plan.

RESOLUTION NO. (R)26-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF ORO VALLY FOR REGIONAL TRANSIT SERVICE IMPROVEMENTS; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN ATTORNEY, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, The Town is authorized by A.R.S. § 9-240(B)(3) to design, maintain, control and manage public roads within the boundaries of the Town; and

WHEREAS, the Town of Oro Valley and the Regional Transportation Authority of Pima County (RTA) may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952; and

WHEREAS, the Town and the RTA desire to enter into an Intergovernmental Agreement, attached hereto as Exhibit “A”, to provide transit services for the greater Oro Valley area while cooperatively working on the design, promotion and regionalization of the Sun Shuttle Dial-a-Ride system.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Oro Valley, Arizona that:

SECTION 1. The Intergovernmental Agreement (IGA) between the Regional Transportation Authority of Pima County and the Town of Oro Valley to provide transit services for the greater Oro Valley area while cooperatively working on the design, promotion and regionalization of the Sun Shuttle Dial-a-Ride system, attached hereto as Exhibit “A” and incorporated herein by this reference, is hereby approved.

SECTION 2. The Mayor and other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

SECTION 3. the Town Manager, Town Clerk, Town Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

SECTION 4. All Oro Valley resolutions or motions and parts of resolutions or motions of the Council in conflict with the provision of this Resolution are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution or the IGA, attached hereto as Exhibit “A” is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 3rd day of June, 2026.

TOWN OF ORO VALLEY

E-SIGNED by Joseph C. Winfield
on 2026-06-04 16:10:22 GMT

Joseph C. Winfield, Mayor

ATTEST:

E-SIGNED by Michael Standish
on 2026-06-08 15:23:20 GMT

Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

E-SIGNED by Steven Zraick
on 2026-06-05 18:16:15 GMT

Steven Zraick, Town Attorney

Date: _____

EXHIBIT “A”

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
THE TOWN OF ORO VALLEY
FOR
REGIONAL TRANSIT SERVICE IMPROVEMENTS:
PROJECT 250 DIAL-A-RIDE TRANSIT SERVICES IMPROVEMENTS**

This Agreement (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 Town of Oro Valley, a political subdivision of the State of Arizona (“the Lead Agency”) pursuant to A.R.S. 11-952.

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-model 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 March 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 among the local jurisdictions.
- 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 members of the Authority and to sell bonds in furtherance of that purpose to fund those projects of programs identified in the Plan.
- G. It is the policy of the Authority to require that a Lead Agency be identified and an intergovernmental agreement (IGA) 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.
- H. The Town of Oro Valley has been identified as the Lead Agency for the Project and will be responsible for all aspects of project implementation including, but not limited to: planning, project management, risk management, design, right of way acquisition, service delivery and operation, administration, advertisement, award, execution and administration of the Project.
- I. The Lead Agency is authorized by A.R.S. Title 9, and its Mayor and Council, to oversee design, operation and management of RTA-funded transit services within the Lead Agency's jurisdictional boundaries.
- J. The Lead Agency may have a legal contract with one or more jurisdictions within Pima County empowering the Lead Agency to perform transit service and improvements outside the Lead Agency's jurisdictional boundaries.
- K. The Project is one of the transportation projects included in the Plan or is eligible for funding as part of a categorical program included in the Plan.
- L. 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.
- M. The Authority and the Lead Agency may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. 11-951, et seq.

NOW, THEREFORE, the Town of Oro Valley and the 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 design, construction, maintenance of the Project, as defined in Exhibit A, and to address the legal and administrative matters among the parties.
2. **Dial-a-Ride (DAR) Transit Service.** The proposed DAR transit service is to operate in a call and ride service mode with connections to the regional transit services. This service is more fully depicted in the attached Exhibit(s), including the following:
 - a. Detailed Service scope and schedule.
 - b. Service budget and cost breakdown of items eligible for reimbursement by the Authority including any proposed billing of staff time directly attributable to the Project.
 - c. Total amount of RTA funding allowed for the Service plus a breakdown of any other regional, local, federal or state funding available.
 - d. Designation of Service implementation phases, if applicable, and any additional related agreements.
 - e. Estimated service start date and duration of Service.
 - f. Projected cost reimbursement timeline.
 - g. Any anticipated capital or direct costs.
 - h. Identified of the Lead Agency's duly authorized representative for signing and submitting payment requests.
3. **Effective Date; Term.** This Agreement shall become effective upon filing a fully executed original with the office of the Pima County Recorder and shall continue in effect for the duration of the service proposed in Exhibit A. Expenditures for approved RTA projects made prior to the filing of this Agreement may be eligible for reimbursement.
4. **Responsibilities of the Lead Agency.**
 - a. The Lead Agency shall be responsible for the design, construction and/or operation of the Project in accordance with this Agreement and all applicable public transit facility design and construction standards, RTA minimum equipment specification, Americans with Disability Act (ADA) policies and standards, and Federal Transit Administration (FTA) policies and standards. Design Standards are federal, state, county or municipal standards for engineering, traffic, safety, accessibility, service operations, or public works

facilities design. Examples of standards include: ADA design guidelines for accessible transit vehicles; facilities and bus stops; ADA rider eligibility policies; FTA vehicle procurement requirements; and FTA guidelines for the design of vehicle maintenance facilities, park-and-ride facilities, and bus stops.

- b. The Lead Agency shall adhere to all policies adopted by the RTA for seamless transit service delivery.
- c. The Lead Agency shall perform public outreach prior to the initiation of this service or changes to the service once the service has been established. The Lead Agency shall coordinate its public outreach efforts with the Authority and other transit providers to ensure consistent public information is provided and adhere to all federal requirements.
- d. If consultants or contractors are employed to perform any portion of the Service, the Lead Agency shall be responsible for the contracts for design, construction, operation, and administration of the Service and shall select the consultants and contractors to be used on the Service. The Lead Agency shall immediately provide to the Authority copies of any and all contract documents and related materials upon request by the Authority. The Lead Agency shall retain the usual rights of the owner of a public contract including the authority to approve changes and make payments.
- e. Any changes to the Service which would result in the final project cost deviating, by ten or more percent, from the Authority's budget amount for the Service, must be approved by the Authority in advance of any changes being made, regardless of the fact that the Authority will not be paying for them.
- f. The Lead Agency shall be responsible for the assuming all risks associated with the Service except those that are assigned to another agency or jurisdiction that has agreed to that assumption.
- g. The Lead Agency shall require its contractors performing any portion of the Service to name the Authority as additionally insured and additional indemnitee in all of the Lead Agency's contracts for the Service. The Lead

Agency shall also require its contractors to name the Authority as an additional beneficiary in any performance.

- h. The Lead Agency shall be responsible for then 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 the Lead Agency 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. The Lead Agency must retain and certify all vendor receipts, invoices and related Service 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.
- i. The Lead Agency shall be responsible for submitting a status report describing its progress and adherence to the Service scope, schedule and budget with each request for payment.

5. Responsibilities of Authority.

- a. Upon receipt of authorized payment requests, the Authority shall convey to the Lead Agency RTA funds in the amount specified in Exhibit A on a reimbursement basis unless otherwise specified herein. It is acknowledged that the amount identified in Exhibit A is an estimated cost. Actual reimbursements may be less than or greater than the amount reflected in Exhibit A. All payments and reimbursements shall follow the policies outlined in the RTA's Administrative Code.
- b. The reimbursement rate will be at a net cost per hour; the rate paid will be the actual cost incurred, negotiated bi-annually. Other RTA direct costs may be included in Lead Agency billings. Other RTA direct costs are generally of a non-recurring nature and typically do not impact the daily operations of the system. The Authority and Lead Agency will mutually agree upon the eligible other RTA direct costs and said expenditures will be noted on the exhibits attached hereto. Lead Agency will be reimbursed for all other direct RTA costs, subject to receipt of appropriate and sufficient documentation.

- c. Reimbursements will generally be based on the Service schedules established by the Lead Agency and contained in the Exhibit A.
- d. The RTA staff will review all payment requests to confirm that the request is for reimbursement of costs incurred by the Lead Agency for the Service. If the Authority determines that additional information is needed, the Lead Agency will be notified of the request for additional information within five days of receipt of the invoice by RTA.
- e. Upon approval of the request by RTA, the invoice will be processed for payment within ten working days of the invoice submittal.
- f. RTA shall provide all necessary cooperation and assistance to its fiscal agent to process all payment requests from the Lead Agency.

6. 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.

Termination. This Agreement may be terminated at any time, without cause, by providing written notice of such termination to the other party at least (90) days prior to the termination date.

Non-appropriation. It is acknowledged that all obligations of the Authority and Town of Oro Valley hereunder to make payments to or incur costs for project items specified in Exhibit A shall be subject to annual appropriation by the respective governing bodies.

7. Indemnification

- a. Mutual Indemnity To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest,

attorney's, consultant's and accountant's fees or costs and expenses or whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, in connection with or incident to the performance of this Agreement.

- b. Notice. Each party shall notify the other party in writing within thirty (30) days of the receipt of any claim, demand, suit or judgement against the receiving party for which the receiving party intends to invoke the provisions of this Article. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits or judgements under this Article.
- c. Negligence of indemnified party. The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.

8. Insurance

When requested by the other party, each party shall provide proof to the other party of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

Lead Agency shall include the RTA as an additional insured on Lead Agency's liability insurance policy as part of this Agreement.

- 9. Books and Records.** Each party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.

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

11. Construction of Agreement.

- a. Entire agreement. This instrument continues 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. **Amendment.** This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.
- c. **Interpretation.** All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- d. **Captions and Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provisions 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.

12. Ownership of Improvements. Ownership and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Lead Agency. Should the Service be terminated prior to the end of this Agreement, the Lead Agency shall dispose of the assets reimbursed by the RTA, with all proceeds returned to the RTA.

13. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Lead Agency or the Authority.

14. 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, nor other liabilities whatsoever of the other, including

(without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15. 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 affects the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

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

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

17. 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.

18. 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 of 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.

19. 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:

<u>The Authority</u>	<u>Town of</u>
<u>Oro Valley</u>	
Michael Ortega	Jeff Wilkins
Executive Director	Town
Manager	
Regional Transportation Authority	11000 N La
Canada	
1 E. Broadway Blvd., Suite 401	Oro Valley, AZ
85757	
Tucson, AZ, 85701	

Zraick

Attorney

Canada

Valley, AZ 85757

Steven

Town

11000 N La

Oro

20. 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.

21. 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 counterparts may be removed from such counterpart and attached to a single instrument.

In Witness Whereof, the Town of Oro Valley has caused this Agreement to be executed by the Mayor and Council, upon resolution of the Mayor and Council attested to by the Town Clerk, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY:

Tom Murphy, Board Chair

Date

TOWN OF ORO VALLEY:

E-SIGNED by Joseph C. Winfield
on 2026-06-04 16:10:26 GMT

June 04, 2026

Joe Winfield, Mayor

Date

ATTEST:

E-SIGNED by Michael Standish
on 2026-06-08 15:23:29 GMT

June 08, 2026

Michael Standish, Town Clerk

Date

The foregoing Agreement between the Town of Oro Valley and the Authority has been approved as to content and is hereby recommended by the undersigned.

Michael Ortega, Executive Director RTA

Date

E-SIGNED by Jeff Wilkins
on 2026-06-05 19:28:32 GMT

June 05, 2026

Jeff Wilkins, Town of Oro Valley

Date

ATTORNEY CERTIFICATION

The foregoing Agreement by and between the Regional Transportation Authority of Pima

County and the Town of Oro Valley has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

Regional Transportation Authority of Pima County:

Lisa Anne Smith, Attorney for the Authority

Date

Town of Oro Valley:

E-SIGNED by Steven Zraick
on 2026-06-05 18:16:19 GMT

June 05, 2026

Steven Zraick, Town Attorney

Date

Exhibit A

Project 250 – Oro Valley Sun Shuttle Dial-a-Ride Transit Service

RTA Ballet Project/Program Number: **Project 250– Oro Valley Sun Shuttle Dial-a-Ride Transit Service**

1. RTA Plan Project Element or Program Category: **Transit Element**
2. RTA 1 TIP Project Number: 42.13
3. Project Name: **Oro Valley – Sun Shuttle Dial-A-Ride**
4. Type of Work (Pre-design, Design, Right-of-way, Construction, Transit Operations, other)
 Pre-Design _____
 Design _____
 Right-of-Way _____
 Construction _____
 Transit Operations X
 Transit Capital X
 Other _____

5. Project Manager for Status Reports (Include Contact Information)

Michael Alexander, Transit Administrator, Town of Oro Valley, 520-229-

4980

malexander@orovalleyaz.gov

and/or

Karl Steinnecker, Transit Supervisor, Town of Oro Valley, 520-229-4987

ksteinnecker@orovalleyaz.gov

6. Authorized representative for signing and submitting payment requests

Michael Alexander, Transit Administrator, Town of Oro Valley, 520-229-

4980

malexander@orovalleyaz.gov

and/or

Roseanne Flores, Administrative Services Manager, Town of Oro
Valley, 520-229-4832
rflores@orovalleyaz.gov

7. Map of transit routes effected by IGA – Attachment A
8. Narrative description of scope of Project, what improvements are included and intent of Project (Discuss any problems and how Project addresses same.)

It is the intent of the Regional Transit Plan to enhance transit service throughout the greater Oro Valley area. The service contemplated under this Exhibit is scheduled to operate in a dial-a-ride service mode with connections to other regional transit services.

Characteristics Sun Shuttle – General Public (Blue zone only)

- Service Hours:
6:00 a.m. – 8:00 p.m. Weekdays
- No Operations on Saturday or Sunday
- No Operations on the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving
 - Christmas
- Origin to Destination in predefined area (see map – Attachment A)

Characteristics Sun Shuttle – ADA trips & Seniors

- Service Hours:
6:00 a.m. – 8:00 p.m. Weekdays
9:00 a.m. – 6:00 p.m. Weekends and Holidays
- 7 days a week
- Door to Door in predefined area (see map – Attachment A)

9. Fares

The Oro Valley Sun Shuttle DAR is a prepaid service. The proposed fares for the services will follow the regionally set service fares for the RTA services.

10. Estimated service start date and duration of service:

This IGA covers the first period from: July 1, 2026 until June 30, 2031. An addendum will be submitted for each period.

11. Projected cost reimbursement rate assuming a 3.0% annual increase. Costs are estimated based on service hours to provide a timeline and estimation to be used by the Authority for cash flow planning.

Cash Flow Projection First Period

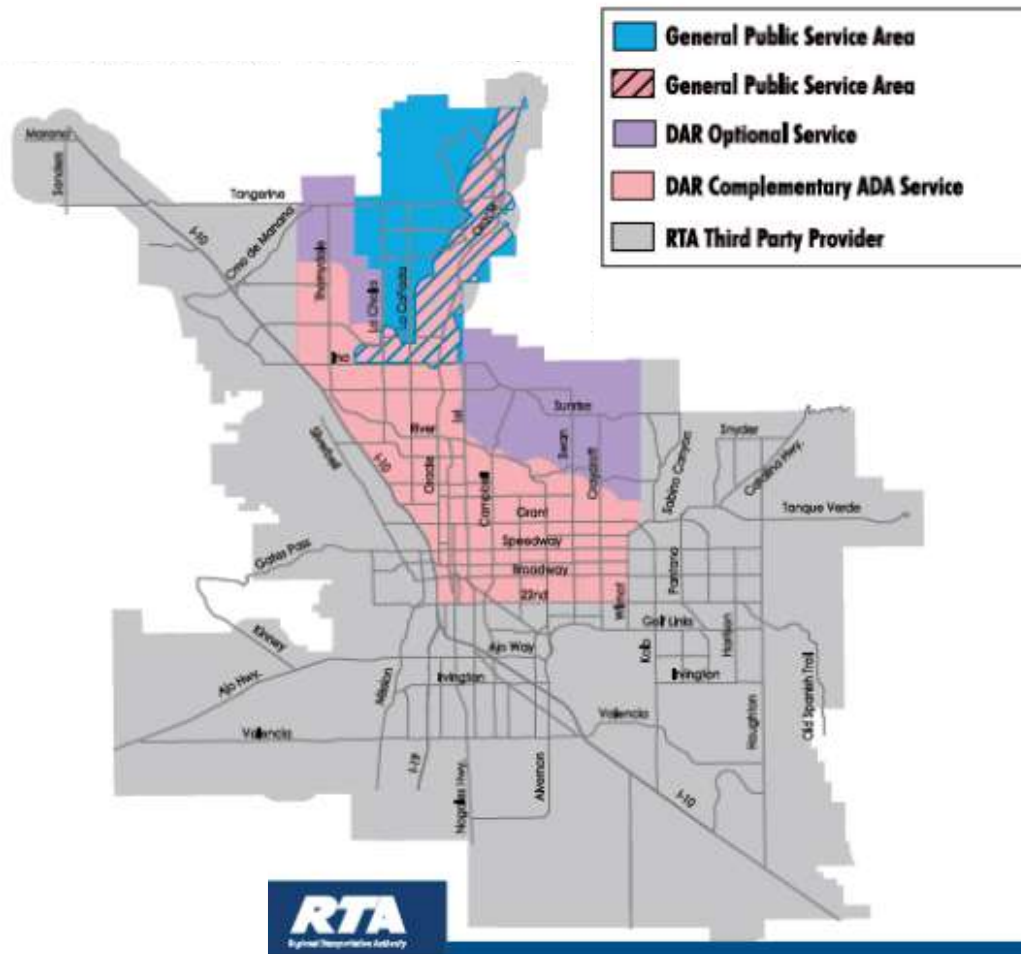
Reimbursement Rate CPH		FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Begins July 1, 2026*		\$ 32.00	\$ 33.86	\$ 35.78	\$ 37.75	\$ 39.78
Estimated	Hours	40,759	41,370	41,991	42,621	43,260
Estimated	Cost	\$ 2,527,042	\$ 2,641,896	\$ 2,761,971	\$ 2,887,502	\$ 3,018,739
Estimated	Passengers	74,000	75,150	76,300	77,450	78,650
Estimated	MOE	\$ 113,000	\$ 116,400	\$ 119,900	\$ 123,500	\$ 127,250
RTA Reimbursement Total		\$ 2,414,042	\$ 2,525,496	\$ 2,642,071	\$ 2,764,002	\$ 2,891,489

- Attachment B – Sample Billing Invoice

12. Administrative modifications may be made to both the service and rate reimbursement rate during the annual service review process. It is the lead agencies responsibility to provide both effective and efficient transit service to the maximum extent possible. To this end both service modifications and rates are subject to performance and variable outside material costs. Administrative modifications may be requested by the Lead Agency and require Town Manager and RTA Executive Director approval before implementation.

13. Monthly Performance Measure will be submitted with monthly reimbursement requests.

Attachment A - Oro Valley Sun Shuttle Service Area Map



Attachment B – Oro Valley Sun Shuttle Brochure

WHO IS ELIGIBLE FOR ADA SERVICE?

Under the Americans with Disabilities Act (ADA), any individual who has a disability that prohibits riding fixed-route service, and has an ADA Eligibility letter from the City of Tucson's ADA Eligibility Office is eligible to ride Sun Shuttle in the ADA service area indicated by the map below. For details on ADA qualification, visit 149 N. Stone Ave., Tucson, or call (520) 791-5409.

CUSTOMER SERVICE HOURS

Monday – Friday: 7:00 a.m. – 4:00 p.m.
Call (520) 229-4990 or visit orovalleyaz.gov and click on Need a Ride.

Reservations are required one to seven days in advance.

Trip requests must be made no later than 4 p.m. the day before the trip.

SERVICE AREA

All ADA-qualified passengers must originate a round-trip in the General Public Service Area.

COMPLEMENTARY ADA VS. OPTIONAL TRIPS

Sun Shuttle provides two types of paratransit services: Complementary ADA - paratransit service required by the ADA, and Optional Service - service that goes above and beyond what is required by the ADA.

Complementary ADA Service

- Trips within 1/4 mile of Sun Shuttle, Sun Tran and Sun Link fixed-route service.
- Trips provided during scheduled hours for nearby Sun Shuttle, Sun Tran and Sun Link fixed routes.
- Trips within General Service Area and to Complementary Service Area (excluding weekends and holidays.)

Optional Service

- Trips beyond the 1/4-mile limit and beyond scheduled hours for nearby Sun Shuttle, Sun Tran and Sun Link fixed-route service.
- Same day requests
- Will call scheduling
- Weekends and Holidays

Customer service can assist in determining whether your trip is considered Optional service.

FARES

Fares are currently FREE.

ALL DIAL-A-RIDE TRIPS REQUIRE A RESERVATION

RULES FOR RIDING

Sun Shuttle is available on a first-come, first-served basis. Do your part to help us create a pleasant and comfortable ride for everyone.

Be Safe and Respect Other Riders

- Shirt, pants and shoes are required.
- No smoking on board, including electronic cigarettes.
- Never interfere with the driver's ability to drive safely.
- Always keep arms, head and hands inside the vehicle.
- Gasoline-powered (GP) bicycles, GP scooters and GP skateboards are not allowed on vehicles or bike racks.
- Vehicle batteries and gas containers are not allowed inside transit vehicles.
- Except for service animals, keep pets leashed or enclosed in a cage or cardboard box.

Take Care of Your Bus

- Keep food and drinks in closed containers. No eating on the transit vehicle.
- No alcoholic beverages.
- Do not litter or create unsanitary conditions. Take your trash with you.
- Do not damage transit property.

POLICIES

Sun Shuttle has various policies in place to ensure safe and efficient service to our community. To learn about the policies, please call (520) 229-4990 or visit orovalleyaz.gov and click on Need a Ride.

What do you think of our service? Email your ideas to sunshuttle@orovalleyaz.gov

City of Oro Valley, Sun Shuttle is a public transit service which operates on a non-revenue basis. It is not a commercial service and is not subject to the same regulations as commercial transit services. It is a complimentary service provided to eligible residents of the City of Oro Valley. It is not a commercial service and is not subject to the same regulations as commercial transit services. It is a complimentary service provided to eligible residents of the City of Oro Valley.

FARES AND ADDITIONAL INFORMATION

Fares are currently FREE.

TRANSIT CONNECTIONS

Sun Tran Routes 1-99 operate 365 days a year. Sun Express Routes 101X-204X operate during peak morning and afternoon commute times Monday through Friday. Or connect to any of the Tucson area Sun Shuttles routes from Ronsadt Transit Center. If in the Downtown area, Sun Link streetcar commutes from Sun Augustin Mercado to the University of Arizona.

To view Sun Tran, Sun Express and Sun Link schedules or connect to any of the Tucson area Sun Shuttle routes, pick up a Ride Guide on the bus or visit www.suntran.com or pick up a Sun Shuttle booklet. Call (520) 792-9222 for trip planning assistance.

CANCELLATIONS

Please call by 4 p.m. the day before your scheduled trip to cancel.

CONTACT US

(520) 229-4990
or visit orovalleyaz.gov and click on Need a Ride.

CUSTOMER SERVICE HOURS

Monday – Friday: 7:00 a.m. – 4:00 p.m.

HOLIDAY SERVICE

Holiday service available to ADA-certified passengers only. For a list of observed holidays, call (520) 229-4990.

Information in alternate formats available upon request.
Para información en Español, favor de llamar al (520) 792-9222.

Oro Valley – Catalina
Dial-a-Ride
General Public, Disabled & Senior Service
Effective November 2023

sun shuttle
ORO VALLEY
dial-a-ride

WELCOME TO SUN SHUTTLE DIAL-A-RIDE!

WHAT IS DIAL-A-RIDE?

Sun Shuttle provides dial-a-ride service for individuals traveling in Oro Valley. Service areas vary for seniors, persons with disabilities or the general public. For service area boundary details, call (520) 229-4990 or visit www.suntran.com/sunshuttle.

WHICH SERVICE IS FOR YOU?

There are three types of dial-a-ride services available with varying qualifications. See what service you qualify for.

- General Public - Everyone qualifies to ride in the blue service area.
- ADA-Certified Passengers - Must originate a round-trip in the General Public Service Area and can travel to the DAR Complementary ADA and Optional Service Areas.
- Seniors 65 & Older - Must originate a round-trip in the blue zone and can travel to the yellow or green zones.

HOW TO DIAL-A-RIDE

- To schedule a ride call (520) 229-4990 one to seven days in advance, or visit orovalleyaz.gov and click on Need a Ride.
- When scheduling your trip, provide your name, date of travel, departure location, destination and desired arrival time.
- Be ready at your scheduled pick-up location at least 5 minutes early. Wait where the Sun Shuttle driver can see you.
- When you board, verify your desired drop-off location with the driver.
- Gather personal belongings before you exit. If you have a bike stored in the bike rack, let the driver know you need to unload your bike. Sun Shuttle is not responsible for items left on the vehicle.

GENERAL PUBLIC SERVICE AREA

WHO IS ELIGIBLE?
Anyone can ride the Sun Shuttle Dial-A-Ride general public service who is traveling within the area indicated on the blue map. Qualified senior and disabled passengers can travel outside this blue zone, but round-trips must originate in the blue zone. View qualified senior and disabled service areas for details.

SERVICE HOURS

Monday - Friday 6:00 a.m. – 8:00 p.m.

FARES

Fares are currently FREE.

RESERVATIONS

Reservations are required one to seven days in advance. Trip requests must be made no later than 4 p.m. the day before the trip. Please call (520) 229-4990 to make your reservation or visit: orovalleyaz.gov and click on Need a Ride.

CUSTOMER SERVICE HOURS:

Monday – Friday 7:00 a.m. – 4:00 p.m.

SENIOR SERVICE AREA

WHO IS ELIGIBLE FOR SENIOR SERVICE?
Individuals aged 65 or older are eligible to use Sun Shuttle's Dial-A-Ride service in the senior service area as long as a round-trip originates in the blue zone. Previous Coyote Run passengers under the age of 65 who were previously eligible are still eligible. All new senior service passengers must be age 65 or older.

SERVICE AREA

Qualified seniors must originate a round-trip in the Blue Zone, and travel within the Blue Zone, or to the Yellow or Green Zones. Transportation to "major medical facilities" beyond the Green Zone is also provided. For trips with multiple destinations or one-way trips, ask your reservationist.

FARES

Fares are currently FREE.

SERVICE HOURS

Monday - Friday 6:00 a.m. – 8:00 p.m.

RESERVATIONS

Reservations are required one to seven days in advance. Trip requests must be made no later than 4 p.m. the day before the trip. Please call (520) 229-4990 to make your reservation or visit: orovalleyaz.gov and click on Need a Ride.

CUSTOMER SERVICE HOURS

Monday – Friday 7:00 a.m. – 4:00 p.m.

Attachment C – Sample Billing Invoice



**TOWN OF ORO VALLEY
PUBLIC WORKS DEPARTMENT
TRANSIT SERVICES DIVISION**

INVOICE FOR TRANSIT SERVICES

RTA Transit Project #50 - Dial a Ride
TIP# 42.10
Oro Valley Dial-a-Ride

INVOICE DATE: 7/1/2026
DUE DATE: 7/30/2026
INVOICE No: 2027-01

Bill to:
Regional Transportation Authority of Pima County
ATTN: Project Representative
1 E. Broadway Ste 401
Tucson, AZ 85701-1719

Remit to:
Town of Oro Valley - Transit
11000 N La Canada
Oro Valley, AZ 85737

Make checks payable to: Town of Oro Valley - Transit

TERMS: NET 30 DAYS		
Month	DESCRIPTION	AMOUNT DUE
End	RTA Project 47 Sun Shuttle Dial a Ride Transit Services	
Date	Sun Shuttle Dial-a-Ride Transit Services	
7/31/2022	Days in Service Month 31	
I. Service Cost Cost per Hour - DAR Service RTA Service Hours 3,034.00 Fully Allocated Cost per Hour \$ 32.00 Sub-total Cost per Hour ADA		\$ 188,108
II. Direct Cost Other Direct Costs (non-recurring): Driver Training (Expansion) \$. Vehicle Repair Invoices \$. Sub-total Direct non-recurring Costs Direct Cost		\$ -
Total Cost:		\$ 188,108
III. Credits Other funding sources - Less Total Credits:		\$ -
Total Amount Due from RTA:		\$ 188,108

RTA Projected Amount FY 2026/27	\$ 2,414,042
Year to Date Projected RTA Expenditures	\$.
Year to Date Actual Billing:	\$.
Remaining RTA Balance	\$ 2,414,042

Project Comments, Status, etc.

Sun Shuttle Dial-a-Ride is the integrations of all dial-a-ride services within Oro Valley. This service became operational in February 2012 and reauthorized in March 2026.

DO NOT MAIL CASH.
Retain a copy for your records and return one copy with your payment.

I certify that the information contained in this pay request is true and accurate. I further certify that RTA funds have been expended in accordance with applicable RTA Policies and Procedures.

3/11/2026

XXXXXXXXXX, Transit Services Administrator
Date

For RTA Use Only

	Yes	No
RTA funds are available in the current year budget:	☐	☐
Project funding has been authorized in the current TIP:	☐	☐
IGA/Project Agreement has been executed:	☐	☐
Additional Insured/Beneficiary documentation provided:	☐	☐
Sufficient documentation provided:	☐	☐

RTA Approval & Title
Date

FORD E-450 STARCRAFT – 14 PASS – 3W/C POS



SUBJECT: RTA Quarterly Report

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Discussion/ Possible Action	10

REQUESTED ACTION/SUGGESTED MOTION

Move to authorize letter to the Union Pacific Railroad

ASSOCIATED OWP WORK ELEMENT/GOAL

N/A

SUMMARY

Quarterly Report – Summarizes the activities on current financial status of the RTA and status and tracking of the delivery of RTA projects and transit. These are projects with delivery led by the different jurisdictions or by RTA. Updates on North 1st Ave (Grant Road to River Road), including the 30% design milestone completion, along with preparations for design of Houghton Road (Broadway Blvd to Tanque Verde Road) presented by RTA staff. Other RTA projects presented by each of the Jurisdictions.

PRIOR BOARD AND/OR COMMITTEE ACTION

N/A

FINANCIAL CONSIDERATIONS

N/A

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

N/A

ATTACHED ADDITIONAL BACKUP INFORMATION

- Quarterly Report – September 2026 – Presentation
- Draft Letter to Union Pacific Railroad
- RTA Current Project Program Tracking
- RTA 2 Project Program Tracking
- RTA TPT Collections Fiscal Years 2024 through 2026

Staff Contact/Phone	Michael J. Ortega, (520) 792-1093 Greg Byres, (520) 792-1093
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Quarterly Report – September 2026



RTA TMC and CART Meeting

September 9, 2026

Presentation by RTA and partner jurisdictions



Purpose of Quarterly Reporting

- Transparency
- Delivery tracking
- Address regional challenges



RTA Program Overview



Program Overview; Delivery Enhancements

- Streamlined IGA process
- Advance Delivery Team
- Advance right of way acquisition
- Utility engagement
- Process mapping activities
- Delivery partnership
 - First Avenue
 - Houghton
 - Potentially others



RTA Financial Performance

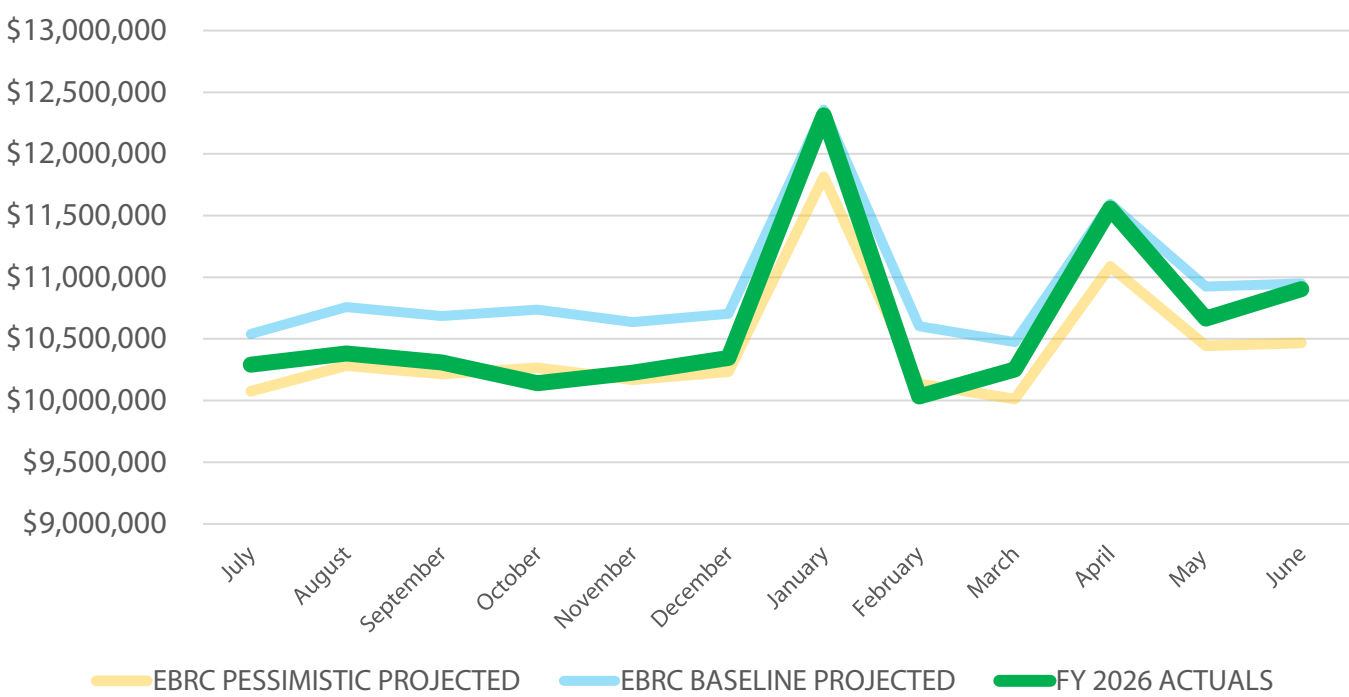


Financial Overview

FY 2026 RTA 1 TPT revenue projections

- FY 2026 excise tax revenues \$ 127,416,260
- FY 2026 EBRC pessimistic forecast \$ 125,198,000
- FY 2026 EBRC baseline forecast (FY 2026 budget) \$ 130,969,000

FY 2026 TPT REVENUES, ACTUALS VERSUS FORECAST



EBRC: Economic and Business Research Center

Monthly forecast variations established with a 3-year average (PAG internal calculation). Annual forecast provided by EBRC.



Financial Overview (cont.)

FY 2026 RTA 1 budget in review*

• FY 2026 budget for elements I–IV	\$57,000,000
• Budget expended for elements I–IV**	\$56,488,000
• Fund balance expended**	\$29,937,000
• Total expenditures, elements I–IV	\$86,425,000

*Project and performance focused. Debt service, administration and special election costs not included

**Unaudited



Financial Overview (cont.)

FY 2026 RTA 1 year-end fund balances*

- FY 2026 year-end TPT fund balance \$399.4M
- FY 2026 year-end HURF fund balance \$121.5M

*Unaudited



Financial Overview (cont.)

FY 2027 RTA revenue projections and actuals

- TPT revenue projection (nominal) of \$127.2
- HURF 12R revenue projection of \$31.5M
- July excise tax collections of \$11.1M

*The amount includes \$181,384 of residual collections from RTA 1.
**The amount includes \$140,763 of residual collections from RTA 1.
***Projection is based on actuals to date and includes sum of projected revenues September-May, plus FY 2027 actual revenue collected.
†EBRC 2025 pessimistic revenue forecast in nominal dollars. Monthly forecast variations established with a 3-year average (PAG internal calculation).

TPT Collections Fiscal Year 2027		AUGUST			
		FY 2027			
		YoY (+/-)	Projected (Nominal)	Actuals	
	8%	July	10,248,771	11,082,346	July*
	3%	August	10,419,916	10,732,911	August**
		September	10,348,907		September
		October	10,325,646		October
		November	10,289,272		November
		December	10,373,133		December
		January	12,100,619		January
		February	10,202,779		February
		March	10,193,593		March
		April	11,356,143		April
		May	10,622,800		May
		June	10,718,421		June
		Total	127,200,000		
		Pessimistic Forecast†	\$ 127,200,000	\$ 128,347,000	Revised Forecast***
		1%			
		Above Forecast (Annual)***			



Financial Overview (cont.)

Upcoming activities

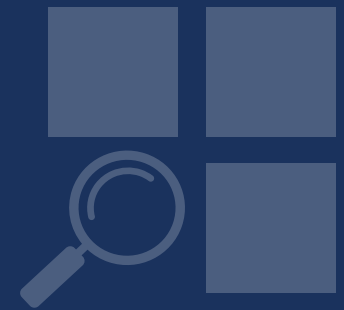
- Coordinating with UA Eller EBRC on an updated RTA Revenue Forecast for release in November
- Commencing the FY 2028 – FY 2032 TIP development process, aiming for approval in late Spring 2027
- Rebalancing the programming for RTA 1 roadway projects and adding RTA 2 projects to the TIP through formal TIP amendments



Questions?



RTA Element Performance



Project Delivery Strategy

- Project delivery strategy - scope, schedule and budget - established through project charter
 - Applying 22 KPIs
 - Monitoring cash flow
 - 2006 Plan projects have been added for remaining activities
- Regular meetings with project teams
 - Review project status and activities
- Schedule/budget deviations, along with issues, challenges and/or opportunities
 - Share with CART Committee and TMC
 - Recommendations shared directly with the Board



Delivery Performance Analytics

- **Green** = on track
- **Yellow** = emerging issues/discuss
- **Red** = discuss, recommend, partnering options, and/or action

Subelement	Project	1 IGA Execution	2 Consultant Solicitation Advertised	3 NTP for Design	4 30% Design	\$\$ 30% Cost Value (Invoiced Amount from Consultant)	5 Indemnify Utilities	6 Utility Clearance	\$\$ Utility Prior Rights Cost Value
1	Tangerine, Phase 2A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	Silvebell Rd., Phase 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	Sunset Rd., Phase 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15	Grant Rd. Underpass at UPRR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	Downtown Links	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18	Grant Rd., Phases 3&4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
19	22nd St., Phase 2, Bridge over UPRR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Illustrative matrix



Follow-up From June



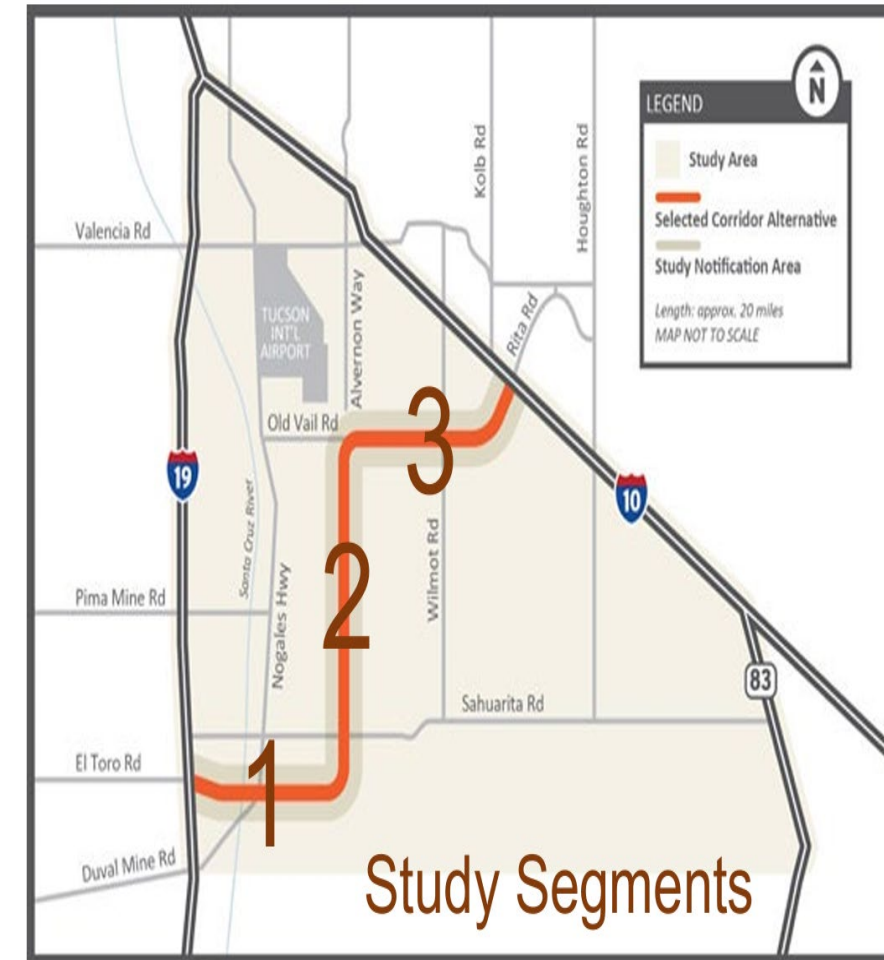
Sonoran Corridor

- Concerns regarding current connection to I-19
 - Impacts to communities

Update

Currently working with ADOT and key partner jurisdictions (Tucson, Pima County, Tohono O'odham Nation and Sahuarita) to obtain input and preferences for:

1. Cross section (lane configuration)
2. Potential relocation of I-19 interchange connection to vicinity of Pima Mine Road
3. Implementation sequencing, i.e., segment 1, 2 or 3



Follow-up From June, (cont.)



Transit

- Increases in fuel costs, company costs and contract costs

Update

Currently finalizing a contract amendment with provider to address:

1. Increase Transit Network Company (TNC) use to reduce paratransit per trip costs
2. Transferred the 685 route (Ajo to East Valley, Phoenix) to reduce operational costs
3. The Transit industry is facing rising operational costs related to fuel and wages. Alt fuel vehicles help to mitigate impact of rising fuel prices and operational efficiencies are being explored
4. Data collection is ongoing to assess seasonal fluctuations

Continuing to partner with City of Tucson and Sun Van to align practices and policies.

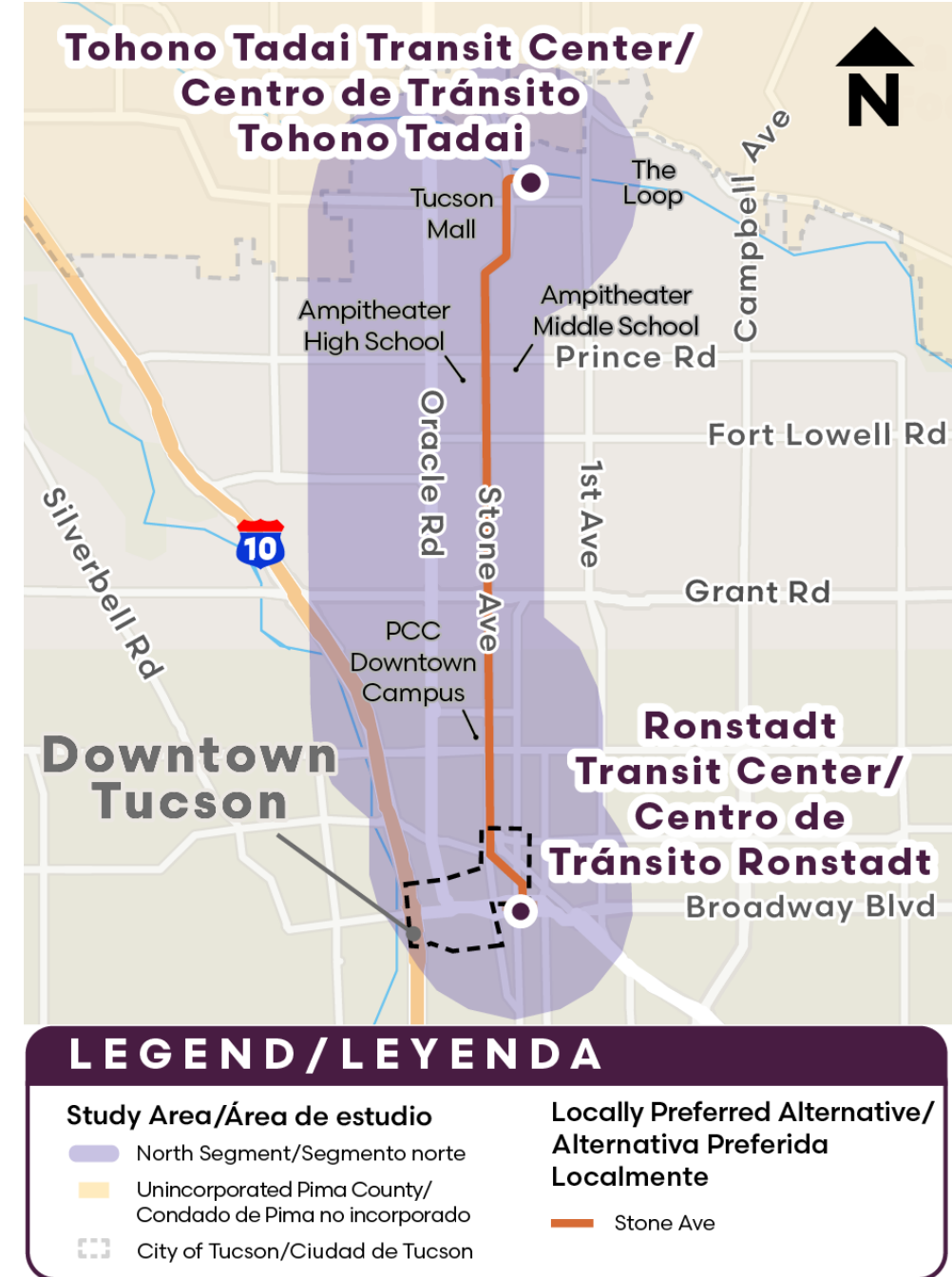


High-Capacity Transit



Update 8-21-26:

- The High-Capacity Transit project, also referred to as Stone Ave BRT, is currently in 30% design
- The City of Tucson has submitted for a NEPA Categorical Exclusion (CE) and is expecting a determination in September 2026
- 30% design work is progressing; a round of public outreach and open houses is being planned for late October/early November 2026. Performance metrics on monthly and quarterly basis are proposed after revenue service begins in 2031.



RTA Supported Public Transit



SUN TRAN TRANSIT SERVICES	
CoT - Sun Tran	QRT 4
Ridership	3,946,681
On-Time Performance (OTP)	86.62%
CoT - Sun Van/On Demand	QRT 4
Sun Van	
Ridership	140,241
Systemwide Trips	129,265
RTA Trips	12,621
On-Time Performance (OTP)	87.21%
Sun On Demand	
Ridership	7121
On-Time Performance (OTP)	74.57%
Complaints per 1000 trips	0.28
CoT - Sun Link	QRT 4
Ridership	286,966

RTA SUN SHUTTLE SERVICES	
RTA-Sun Shuttle	QRT 4
Ridership	54,924
On-Time Performance (OTP)	93.40%
RTA- Paratransit/ Dial-a-Ride	QRT 4
Ridership	36,264
On-Time Performance (OTP)	97.55%
Complaints per 1000 trips	0.30

ORO VALLEY - SUN SHUTTLE SERVICES	
Oro Valley- Paratransit/ Dial-a-Ride	QRT 4
Ridership	20,103
On-Time Performance (OTP)	99.53%
Missed Trips/Trip Denials	0
Complaints per 1000 trips	1.25

Safety & Security of Regional Transit System Ballot #51	
Metric	QRT 4
Number of Total Transit Related Security Incidents	6,430
Number of Assaults on a Transit Worker	5
Number of Security Incidents at Transit Centers	628
Number of Security Incidents at 10 Highest-Incident Locations	2,398
Number of Total Transit Related Warnings, Deflections, Referrals, Citations, and Arrests	1,283
Percentage of Riders that Feel Good about On Board Safety	91.00%
Percentage of Riders that Feel Good about Bus Stop Safety	81.33%



September Performance Analysis



2006 Plan, Roadway Element

22nd Street; Kino Parkway to Tucson Blvd. (Bridge over Union Pacific Railroad, UPRR) and Tangerine Road; I-10 to Marana Tech Park Drive

- Open ended/lengthy durations and unanticipated work activity restrictions imposed by UPRR
 - Extends duration for interim configuration
 - Extends closure duration
 - Increase in costs
- In-depth discussions are ongoing



September Performance Analysis (cont.)



Harrison Road, Bridge over Pantano Wash

- Construction currently anticipated for late 2027
- High probability costs will exceed available budget
- Team is evaluating options, including potential of combining with project #16, Harrison Road; Golf Links to Irvington, 4-lane widening

22nd Street, Camino Seco to Houghton

- Construction currently anticipated for 2027/2028
- Latest cost estimate exceeds available budget
- Team is evaluating options with TEP and other utility providers for schedule, and also potential cost reductions



Questions?



Recommendations

RTA staff

- ✓ There are no recommendations for any action at this time



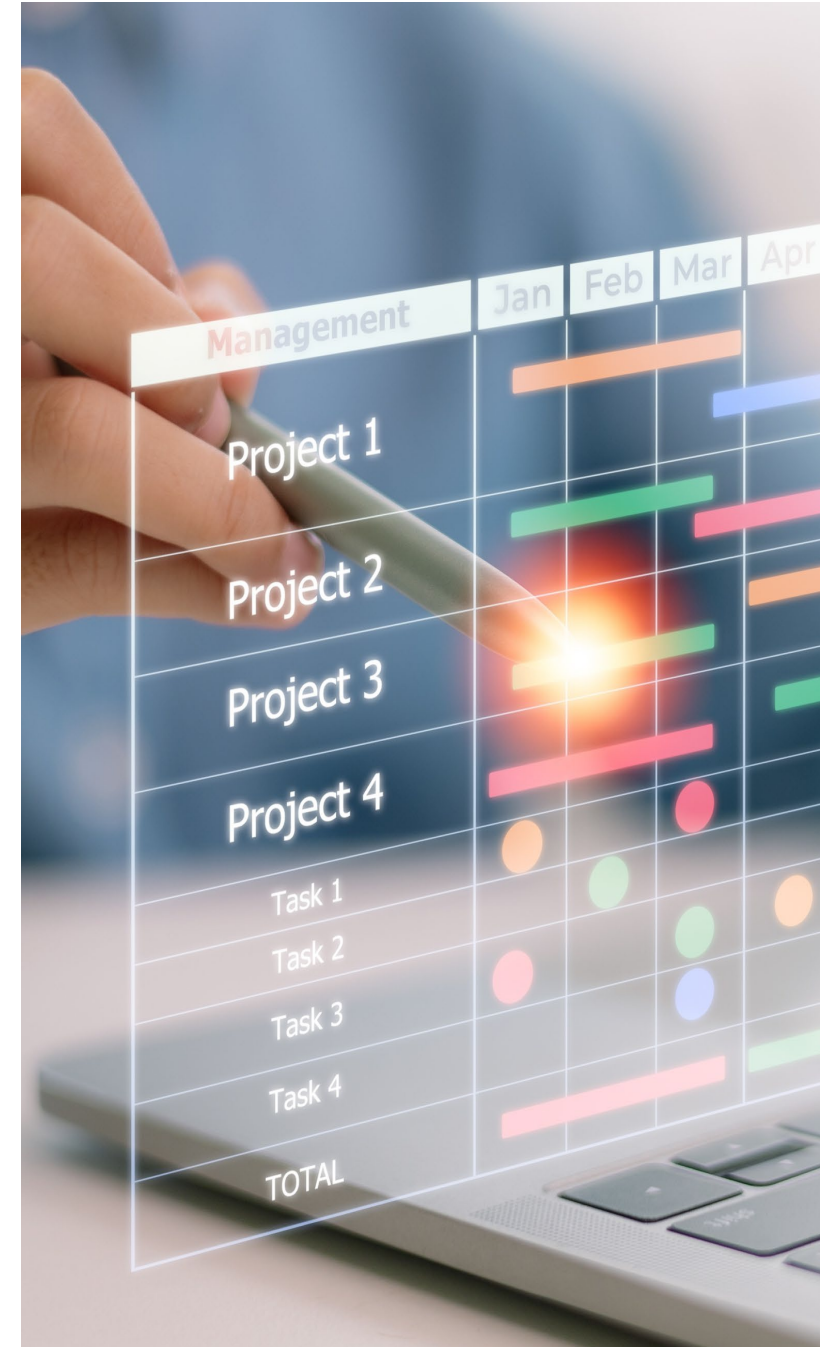
Intermission/Break



Future Action Being Requested

At the September 24, 2026, meeting, will request approval from RTA Board:

1. Approve the 30% design for First Avenue, from Grant to River (address both segments)
2. Authorize RTA to serve as the Lead Agency overseeing project delivery for N. First Avenue, as well as Houghton Road, from Broadway to Tanque Verde.



Recommendations

RTA staff

- ✓ Recommends approval of the 30% Design for the N. First Avenue Project, in accordance with Section 5.3.5 (e) (i) of the RTA Administrative Code
- ✓ Recommends authorization for RTA to serve as Lead Agency for delivery of both segments, as well as Houghton Road, Segment 8 from Broadway to Tanque Verde Road



Activity Overview



Update on Delivery Activities

ADOT

2006 Plan, Roadway Element

- Sunset Road; substantial completion anticipated by September
- Barraza/Aviation Parkway; design and right of way activities included with I-10, Alvernon to Valencia project
- Irvington Road Interchange; construction initiated
- Working with Town of Marana for initiation of Moore Road interchange

City of South Tucson

- Requested funding for a pavement rehabilitation project on Tenth Avenue
- Partnering with City of Tucson on Safety and Security items for Transit Element



Update on Delivery Activities

Pascua Yaqui Tribe

- No new projects requested for FY 2027

Pima County

- 2006 Plan; Environmental and Economic Vitality Element
 - Palo Verde Road sidewalks and S. Houghton pathway; construction targeted to start by end of year
- Roadway Element
 - Project initiation underway for:
 - Silverbell, Camino del Cerro to Ina
 - N. First Avenue, Orange Grove to Ina
 - Thornydale, Cortaro to Tangerine
 - Project construction forthcoming
 - Valencia, Camino de la Tierra to Mission (First segment of project #10); anticipated to start late 2026



Update on Delivery Activities

Tohono O'odham Nation

- 2006 Plan; Environmental and Economic Vitality Element
 - SR 86 Wildlife Crossing; revised concept to Council in September
- No new projects requested for FY 2027

Town of Marana

2006 Plan; Roadway Element

- Tangerine Road, I-10 to Marana Tech Drive (2A)
 - Roadway construction complete; railroad crossing modifications anticipated in 2029
- Tangerine Road, Marana Tech Drive to Dove Mountain (2B)
 - Construction anticipated for 2027
- Moore Road interchange
 - Project initiation activities are underway



Update on Delivery Activities

Tucson DTM

2006 Plan

Roadway, Environmental and Economic Vitality Elements

- Multiple projects nearing completion
- Several projects have construction underway/forthcoming (Roadway, bike and ped)
- All plan projects underway (design, right of way, etc.)

2026 Plan

Roadway Element

- Activities underway; Grant Road; Freemont to Sparkman (5&6), Drexel; Midvale to Calle Santa Cruz
- Forthcoming; 22nd Street; I-10 to Kino, Drexel; Mission to Midvale



Update on Delivery Activities

Tucson DTM

Pavement Rehabilitation Element

- FY 2027 allocation
 - Alvernon Road, Julian Wash to Valencia
 - Irvington Road, Kolb Road to Houghton Road
 - Kolb Road, Valencia Road to Interstate 10
 - Silverbell Road, Grant Road to St Mary's
 - Wrightstown/Harrison roads, Pantano to Speedway
 - Swan Road, Rillito River to Speedway

Transit Element

- High-Capacity Transit (HCT)/Bus Rapid Transit (BRT) on Stone Ave. is under design. Federal grant application is forthcoming
- All operational activities are ongoing
- Safety and Security implementation is underway



Update on Delivery Activities

RTA

- Roadway Element
 - First Ave., Grant to River; partnering with DTM for 30% approval by Board and transition into final design and delivery
 - Houghton Road, Broadway to Tanque Verde Road; activities underway to initiate design
- Transit Element
 - Sun Shuttle Fixed/Paratransit activities are ongoing. Increasing TNC use
 - Short Range Transit Plan kicked off August 26, 2026, and estimated completion March 2027



September 2026



RTA Next – Period 1 Planning

RTA # 7: La Villita Road Extension

Project Description:

- Install paved shoulders and improve pavement section on existing road
- Remove intersection at Twin Buttes Road
- Extend new 2 - lane road with paved shoulders to Nogales Highway
- Extend existing multi - use path from El Toro Road to Nogales Highway
- Drainage Improvements
- Tie in to existing signalized intersection



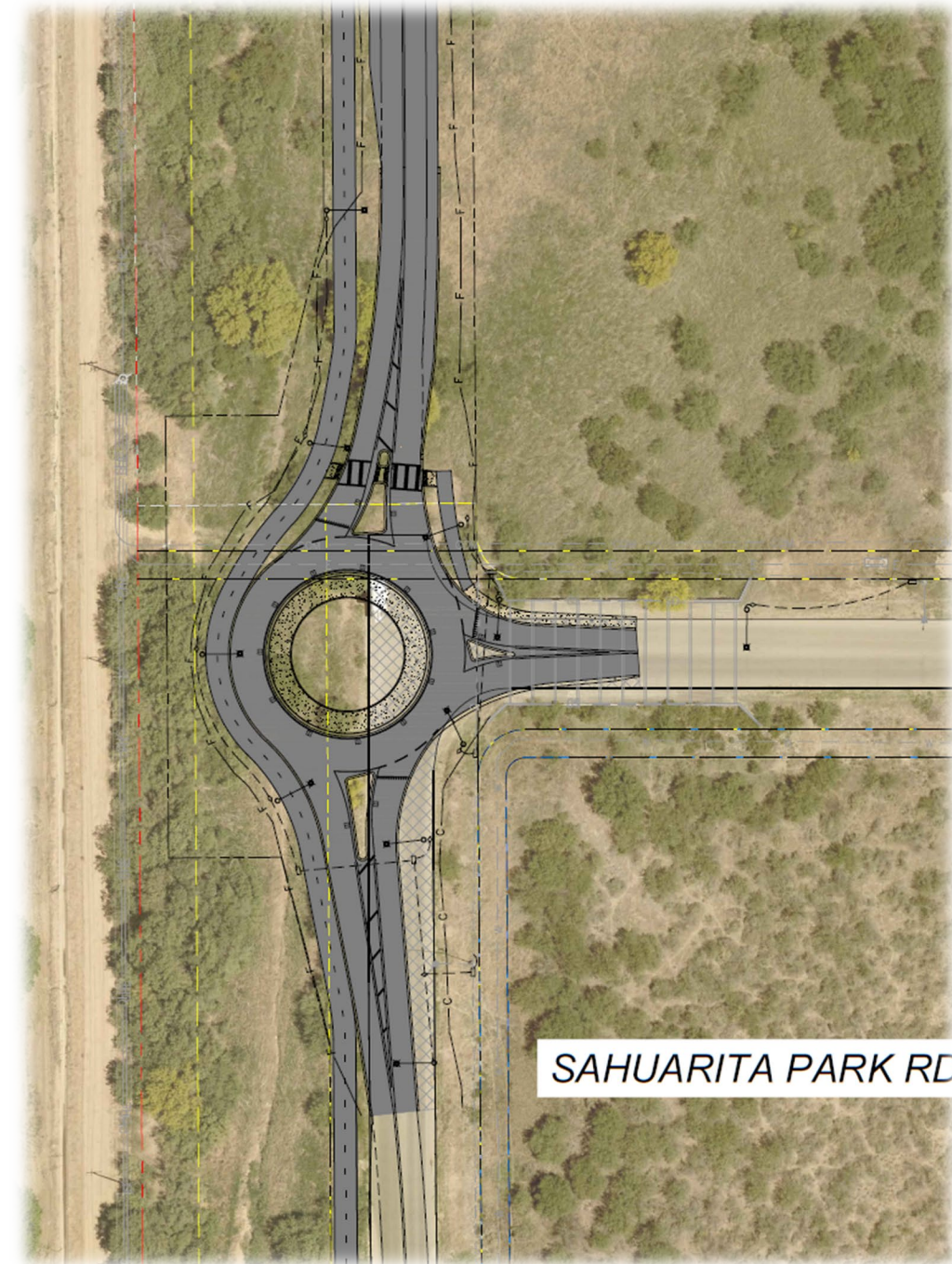
La Villita Road Extension - Schedule

- ✓ August 2026 – Select design consultant
- ✓ November 2026 – NTP for Design
- ✓ November 2027 – **30% Plans Complete**
- ✓ December 2027 – ROW Acquisition
- ✓ February 2029 – **100% Design Complete**
- ✓ July 2029 – NTP for Construction
- ✓ June 2031 – **Substantial Completion**

Sahuarita Park Road Extension and Safety Improvements

Project Description:

- Installation of a roundabout at Walden Grove High School on Sahuarita Park Road extension to minimize conflicts with high school drivers and visitors to the Phoenix Zoo Endangered Animal Safari
- New multi - use path Sahuarita Road to roundabout
- Lighting Improvements





Regional Transportation Authority Technical Management Committee

Town of Oro Valley – Period I Projects

September 9, 2026

Town of Oro Valley

Period I Projects (2026 – 2031)

▶ **Roadway Element I**

- Shannon Road - Tangerine Road to Lambert Lane
- Lambert Lane – Rancho Sonora to Thornydale

▶ **Safety Element II**

- Tangerine Road / Musette Drive- Traffic Signal

▶ **Pavement Rehabilitation Element III**

- La Cañada Deck Rehabilitation

▶ **Transit Element IV**

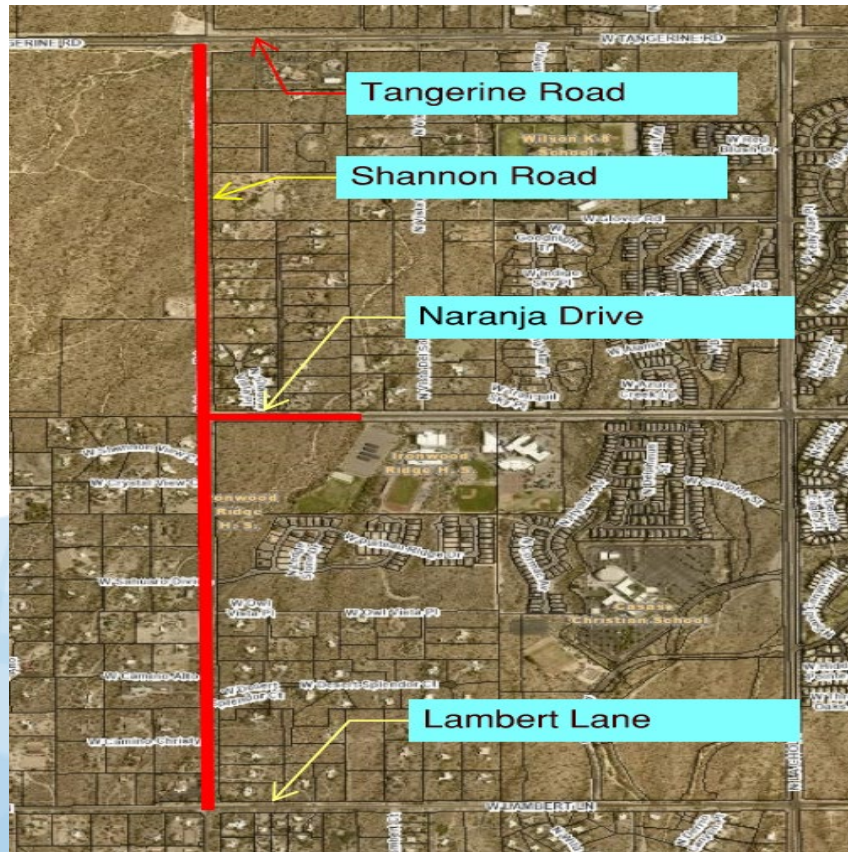
- Continuation of Transit Services



Roadway Element I

Shannon Road – 2 miles

- ▶ Lambert Lane to Tangerine Road
- ▶ Naranja Drive Shannon Road to Ironwood Ridge High School





Shannon Road – 2 miles

- Construct new 3-lane roadway
- 12-foot travel lanes
- 6-foot-wide sidewalk
- 6-foot-wide multi-use lanes (bike lanes)
- 10-foot-wide multi-use path
- Drainage facilities
- Traffic signals
- Roundabout
- Landscaping
- Public art





Shannon Road

Funding

- **RTA:** \$25,773,000
- **OV:** \$1,100,000
- **Total:** \$26,873,000

Tentative Schedule

Design – 20 months

- Start: August 2026
- Completion: April 2028

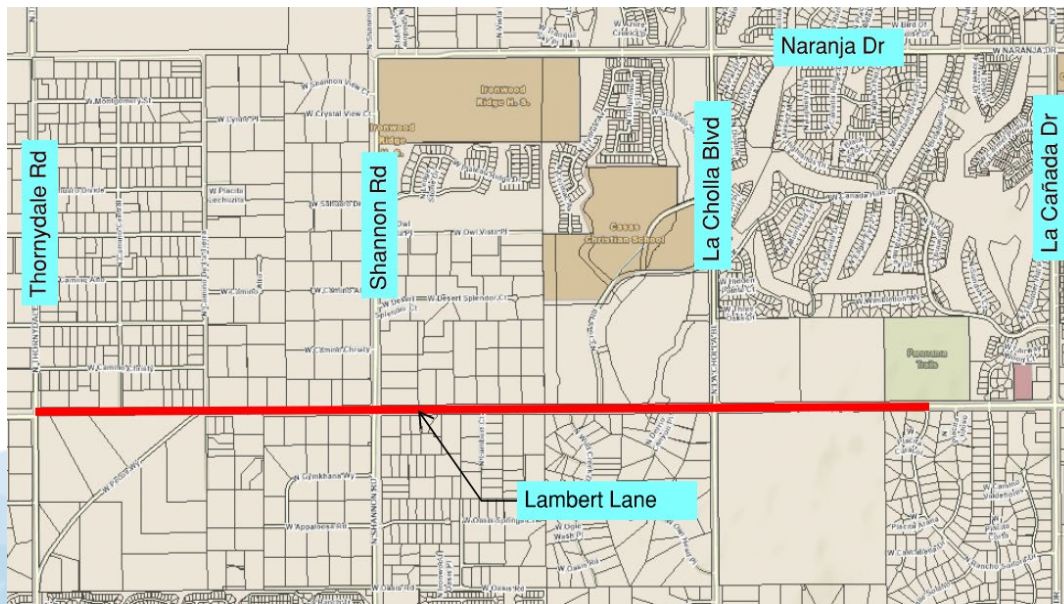
Construction – 18 Months

- Start: July 2028
- Completion: January 2030



Lambert Lane – 2.5 Miles

▶ Thornydale Road to Rancho Sonora Drive





Lambert Lane – 2.5 Miles

- Widen roadway to 4-lanes
- 12-foot travel lanes
- 6-foot-wide sidewalk
- 6-foot-wide multi-use lanes (bike lanes)
- 10-foot-wide multi-use path
- Drainage facilities
- Landscaping
- Public art





Lambert Lane

Funding

- **RTA:**\$55,175,000
- **OV:** \$1,100,000
- **Total:** \$56,275,000

Tentative Schedule

Design – 24 Months

- Start: June 2027
- Completion: June 2029

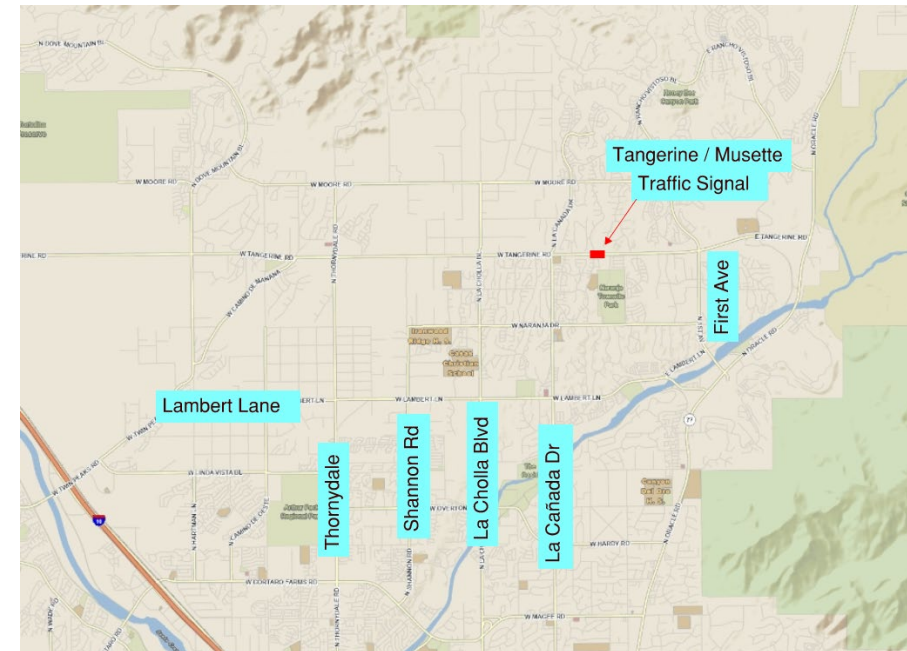
Construction – 24 Months

- Start: Fall 2029
- Completion: Fall 2031



Safety Element II

Tangerine Road / Musette Drive Traffic Signal



Safety Element II

Oro Valley Allocation – Periods I - IV

- \$10,400,000

Tangerine Road / Musette Drive - Traffic Signal Funding

- RTA: \$750,000

Tentative Schedule

- Design: Ongoing
- Construction Start: Fall 2026



Pavement Rehabilitation Element III



Oro Valley Allocation – Periods I - IV

- \$5,000,000

La Cañada Bridge Deck Rehabilitation

Design Funding:

- RTA \$300,000

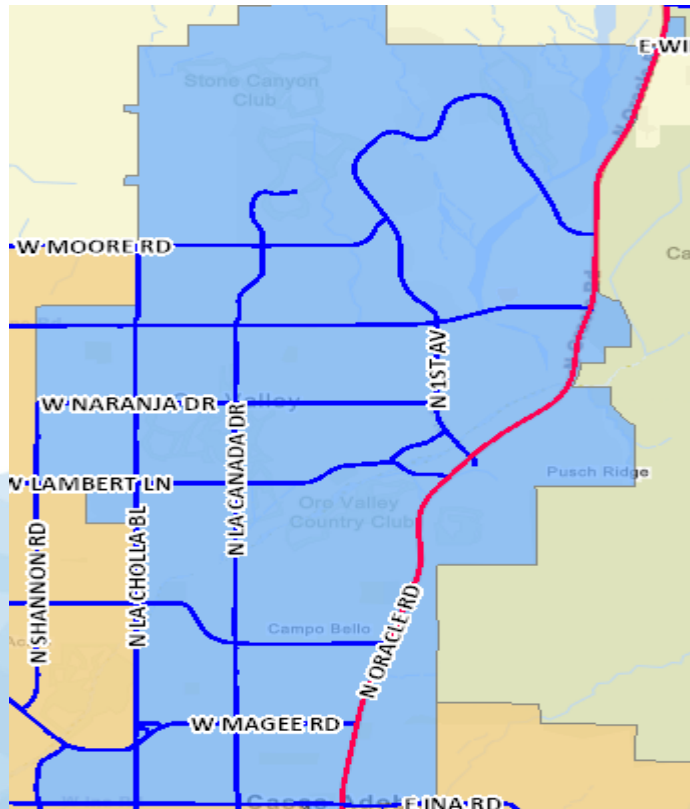
Tentative Schedule:

- Start Design fall 2026 and finish spring 2028
- Start Construction summer 2028 finish spring 2029



Transit Element IV

- ▶ Oro Valley Sun Shuttle operates in the northwest area of the Tucson region. We transport General Public (GP), Seniors (S) (age 65 and older) and those with disabilities (ADA). All rides must originate in the Blue Zone. GP riders must stay within this Blue Zone. Senior and ADA riders can travel beyond.

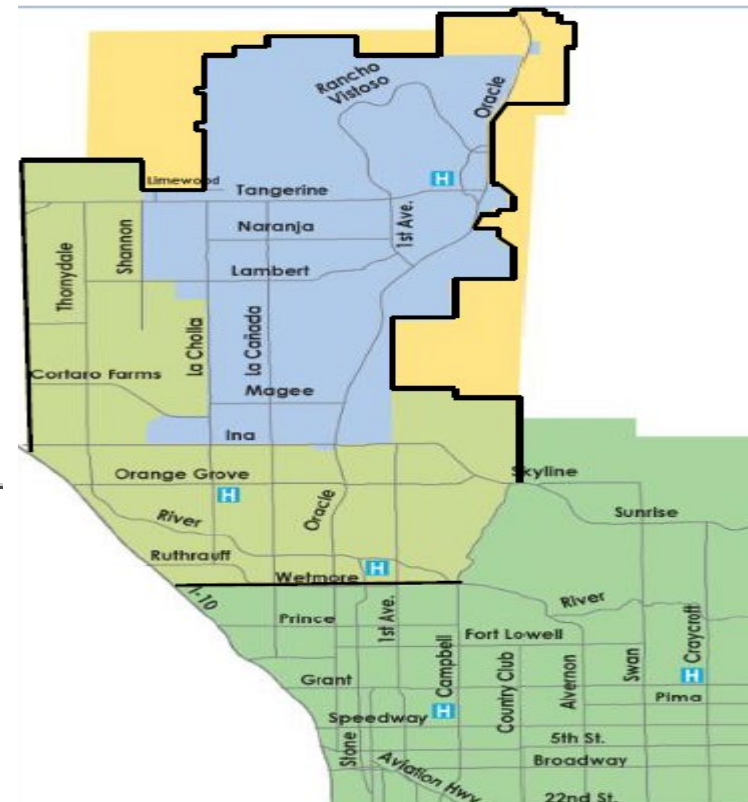


FY 2026

GP: 15,057
S: 19,193
ADA: 41,964

Employees
Office: 11
Drivers: 64

Vehicles
Mini Van: 3
Transit: 1
Cutaway: 24





RTA – Downtown Links

Scope: Project connects Interstate 10 to Barraza-Aviation Corridor, addresses downtown flooding

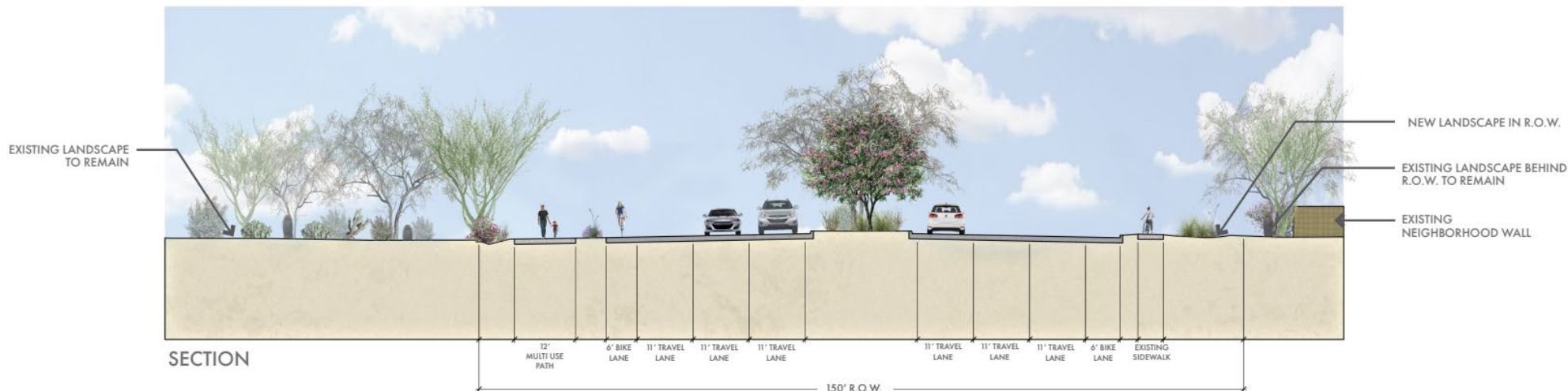
Status: Roadway opened to public; Bike/pedestrian crossings of UPRR are operational, finalizing fencing, details, fine tuning signal operations. Associated water work at Church Avenue and Franklin Street intersection has been completed



RTA – Valencia Road

Scope: Widen Valencia Road from Kolb - Houghton to 6 lanes with a median, multi-use path, bike lanes, street lighting.

Status: Finalizing Landscaping; Full opening in early October



RTA – Grant /UPRR Underpass

Road Closed 5/26 to 8/1; reopened to six lanes of traffic ahead of schedule.

Scope: Project consists of median work, reconstruction of drainage catch basins, interchange modifications, pavement widening for additional lanes.



Status: Roadwork completed;
Artwork (Mural) this winter
Future bike/ped connections
to be determined.
EB Lane Closure is for Casino
entrance improvements.



RTA – Grant Road

Phases 3 and 4 (Swan to Sparkman)

Scope: Grant Road is being widened to 6 lanes with a median, bike lanes, sidewalks, underground drainage.

Status: Project will be complete in Fall 2026. Final paving underway.



RTA – 22nd Street Viaduct

Scope: Reconstruction of the viaduct over UPRR railroad yard, to include 2 separate bridges with pedestrian and bicycle facilities. 22nd street to be closed for 3 years.

Status: Demolition of the bridge has begun. The contractor continues to experience challenges with working with the Union Pacific Railroad, including obtaining reasonable track windows for bridge demolition. Staff are tracking this closely and will request assistance from the Mayor and Council and the RTA Board if deemed necessary



RTA – Silverbell Road

Scope: Widen Silverbell from Goret Road to El Camino del Cerro to a 4-lane divided roadway, bike lanes, sidewalk, all weather crossings, while respecting significant archeological features.

Status: Project advertised for bidding. Bid opening scheduled for September 21, 2026

RTA – Houghton Road

Scope: Widen Houghton Road to 6 lanes from Irvington to 22nd Street. This project adds a median, bike lanes, sidewalk and multi-use path, drainage improvements.

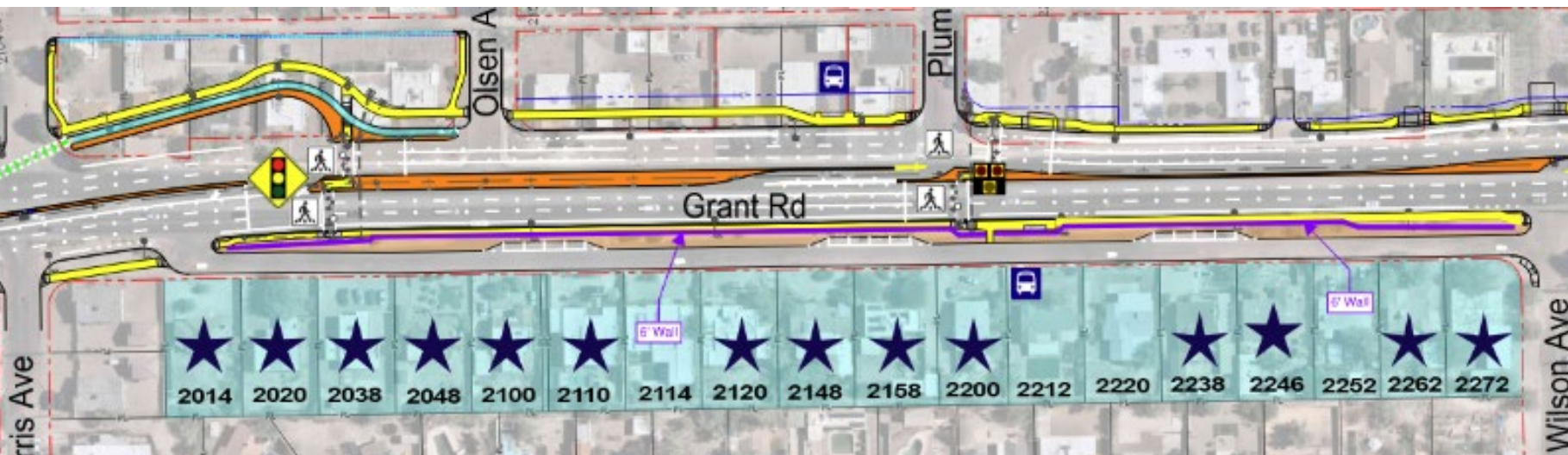
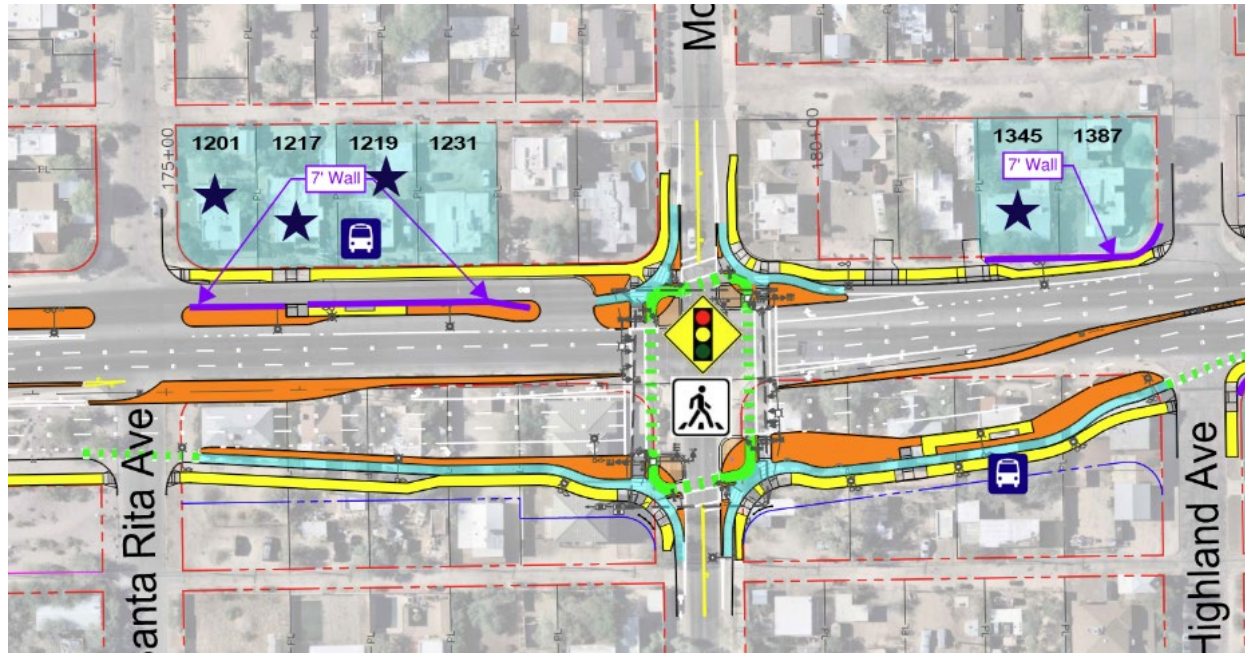
Status: Sealed plans will be received this month. Bids this fall, with construction expected to commence in early 2027.

RTA – Grant Road

Phases 5 and 6 (Santa Rita to Sparkman)

Scope: Grant Road is being widened to 6 lanes with a median, bike lanes, sidewalks and underground drainage.

Status: finalizing noise wall locations; in right of way acquisition; Plans being finalized.

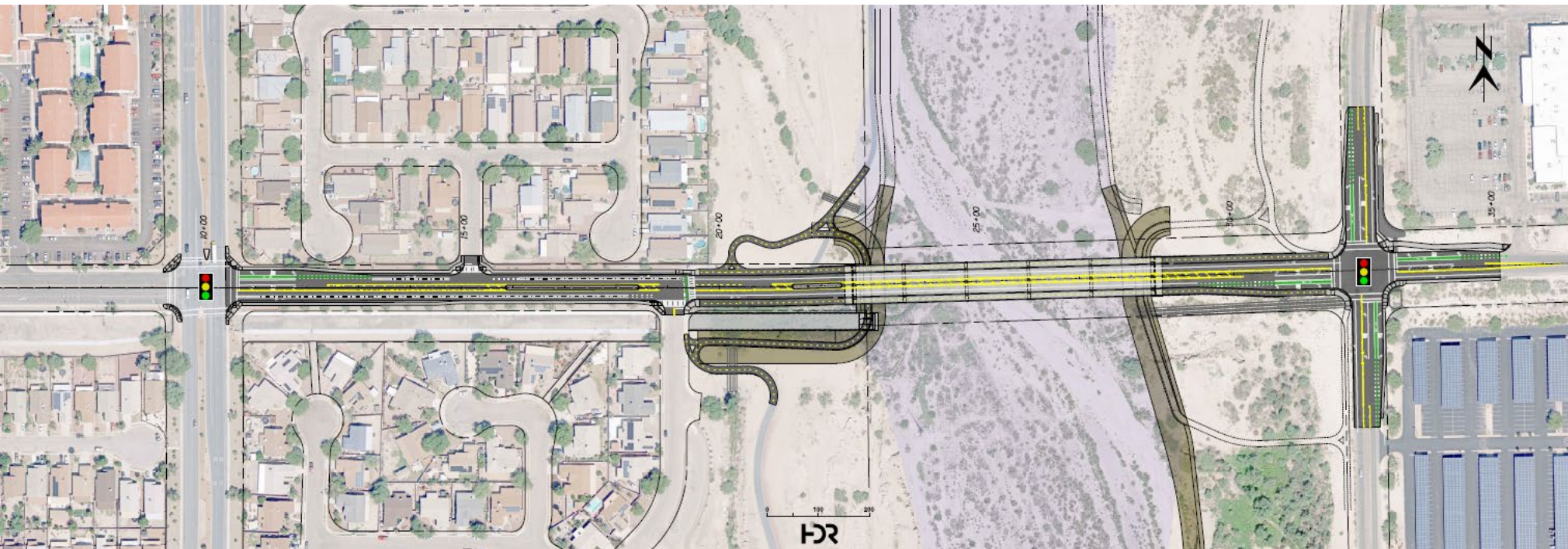


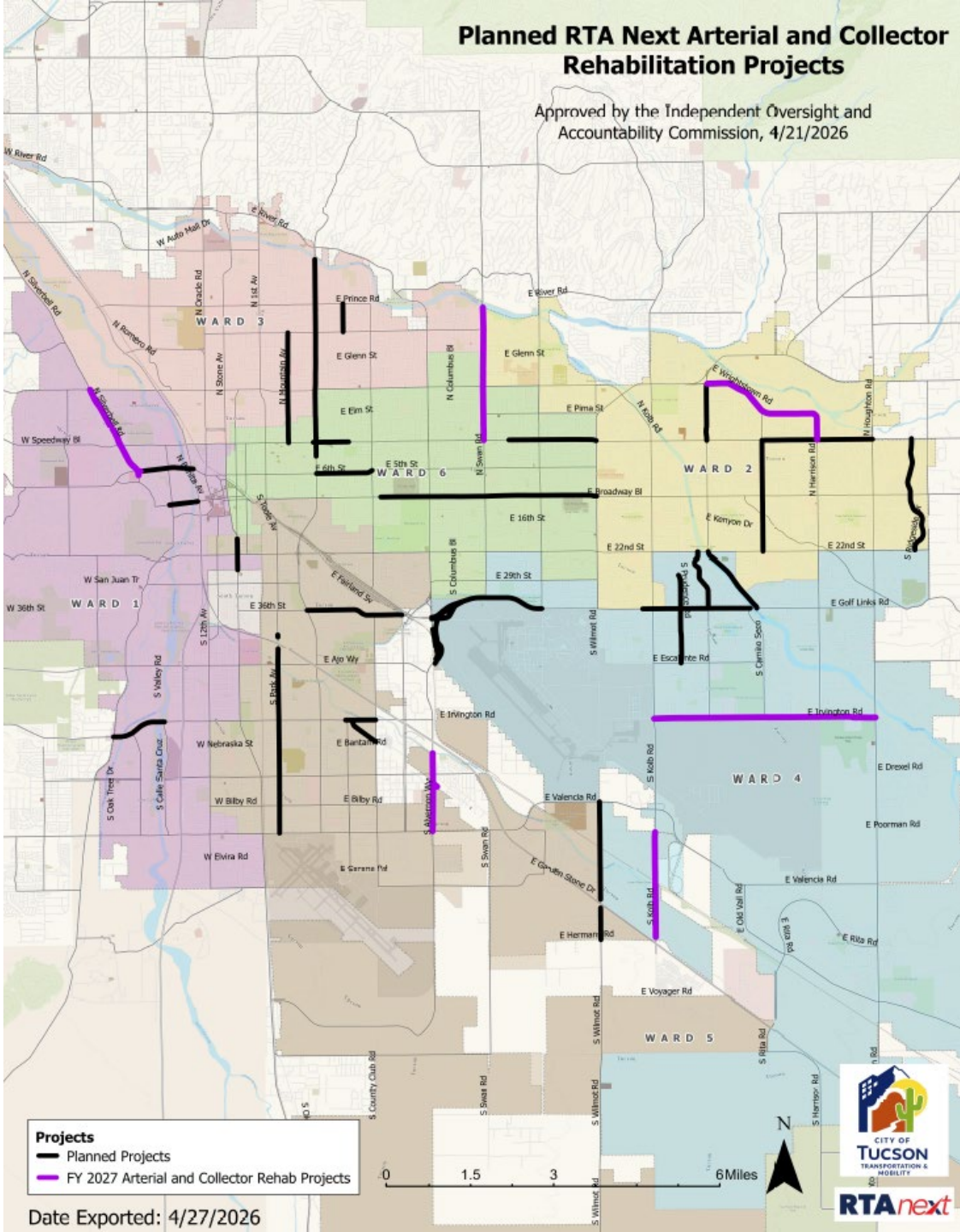
RTA – Drexel Road

RTA #8, Midvale Park Rd. to Calle Santa Cruz

Scope: New bridge over Santa Cruz river, bike/ped connections and intersection.

Status: Plans being “defederalized”, coordinating with PCRFCDD on bank protection, and with RTA #9 to continue project west to Mission Road. Construction planned for 2029.





Arterial and Collector Road Rehabilitation



Questions?



Moving Forward

Focus on Performance and Plan Delivery

- Financial aspects
- Project performance
- Overall plan delivery

Information on project activities will be available through podcasts, social media, websites, etc.



Roadway Element | Safety, ADA and Active Trans Element | Pavement Element | Environmental Element | Transit Element |



Thank You



REGIONAL TRANSPORTATION AUTHORITY



September 24, 2026

To: Jim Vena, CEO

Union Pacific Railroad Headquarters
1400 Douglas St,
Omaha, NE 6819

Subject: Partnership Meeting Request to Advance Delivery of RTA Projects in Coordination with Union Pacific Railroad

Dear Mr. Vena,

On behalf of the Board of Directors of the Regional Transportation Authority of Pima County (RTA), we are writing to request an in-person meeting between RTA and Union Pacific Railroad (UPRR) leadership to discuss opportunities to improve coordination and expedite delivery of several critical transportation projects in Southern Arizona.

The RTA is responsible for delivering two voter-approved transportation plans, the most recent of which extends transportation investments for the next 20 years. A key objective of these plans is improving safety and mobility through strategic roadway improvements, including the elimination of at-grade railroad crossings through the construction of grade-separated facilities that benefit both the traveling public and UPRR operations.

We're currently experiencing significant schedule challenges on two active projects requiring coordination with UPRR:

22nd Street, I-10 to Tucson Boulevard / Barraza-Aviation Parkway

Construction is underway to replace the existing bridge spanning the UPRR main line and rail yard. The project benefits Southern Arizona but provides a direct benefit to UPRR by removing bridge piers from railroad right of way, opening additional space that may support future track expansion at no cost to UPRR. Yet, the construction windows approved by UPRR provide an extremely limited timeframe for the contractor to work over the UPRR facilities, which adversely affects our ability to deliver these voter-approved roadway corridor improvements. This limited work window is affecting construction sequencing, increasing costs, and creating a substantial risk for project delays. We request that you extend the work windows allowed to facilitate reasonable construction schedules that allow for more frequent work or extended work hours to expedite delivery of these projects.

Tangerine Road, I-10 to Marana Tech Drive

The majority of the Tangerine Road improvements are nearly complete, but the timeframe for the remaining improvements at the railroad crossing are dependent on UPRR review, approvals, and coordination. Current schedules indicate significant delays that will postpone completion for several years. We would like to discuss the possibility of funding additional resources to review and prioritize this important corridor improvement and all the other RTA projects that are scheduled to come online in the near future to shorten approval and review timeframes.

The 22nd St and Tangerine Rd corridors are a vital regional roadway and the lengthy timeframes we are experiencing due to limited construction windows combined with lengthy review timeframes continue to create impacts to commute times, commercial traffic, accessibility of emergency response vehicles and impacts to nearby businesses.

Additional project specific details, schedule impacts, and coordination needs are summarized in the attached briefings.

Other RTA Projects

Beyond these active projects, the RTA voter-approved plan includes several major projects that will require extensive coordination with UPRR as the planned improvements will ultimately reduce at-grade crossing conflicts, improve safety, enhance operations, and reduce long-term risk exposure for both organizations:

- 1) 22nd St: I-10 to Kino Parkway – project will eliminate an at-grade crossing with either an overcrossing or undercrossing (configuration still to be determined)
- 2) Moore Rd/I-10 Traffic Interchange – project will construct a new interchange, with the new Moore Road connection crossing over the UPRR tracks and hence reducing traffic at other at-grade railroad crossings in the area.
- 3) Cortaro Rd/I-10 Traffic Interchange – project will reconstruct the existing interchange and replace the at-grade railroad crossing with a grade separation between Cortaro Road and the railroad tracks.
- 4) Tangerine Rd/I-10 Traffic Interchange – project will reconstruct an existing interchange and replace the at-grade crossing with a grade separation of Tangerine Road and the railroad tracks
- 5) Colossal Cave Rd: I-10 to Camino Loma Alta – project will construct a grade-separated crossing for mainline traffic (local traffic may still need to use the existing at-grade crossing)

Due to the RTA's obligation and commitment to delivering these projects according to the voter-approved schedule outlined in the RTA Next plan, we respectfully request UPRR's partnership in establishing a more efficient and expedited coordination, review, and approval process for these projects to help us maintain our project schedule and avoid potential delays that could impact operations, safety, commitments to the public, and risk to both organizations.

As stated above, the RTA Board requests a meeting with UPRR leadership and appropriate operations and engineering staff within the next several weeks to review the proposed solutions on the active projects, review upcoming projects, and develop a collaborative framework for timely project delivery that assigns the necessary attention and resources.

To schedule this meeting, please have your staff contact Jacki Ontiveros, Senior Executive Assistant at (JOntiveros@pagregion.com).

We understand the importance of adhering to UPRR's safety and operational standards and are committed to providing any additional information, clarifications, or documentation needed to develop solutions that are in our mutual interests.

We greatly appreciate your attention to this request and look forward to a continued partnership to advance and deliver these transportation investments for the Southern Arizona region. Thank you for your time and support.

Sincerely,

RTA Board of Directors

Mayor Tom Murphy, Town of Sahuarita | RTA Board Chair
Chairman Verlon Jose, Tohono O'odham Nation | RTA Board Vice-Chair
Chairman Julian Hernandez | RTA 2nd Vice Chair
Mayor Regina Romero, City of Tucson | RTA Board Member
Mayor Roxanna Valenzuela, City of South Tucson | RTA Board Member
Mayor Jon Post, Town of Marana | RTA Board Member
Mayor Joe Winfield, Town of Oro Valley | RTA Board Member
Supervisor Dr. Matt Heniz, Pima County | RTA Board Member
General Ted Maxwell, State Transportation Board | RTA Board Member

CC:

Eric Gehringer, UPRR Executive Vice President-Operations
Adrian Guerrero, Assistant Vice President, Public Affairs - West
Lupe Valdez, Sr. Director, Public Affairs - Arizona
Jan Lescher, RTA Technical Management Committee Chair
Michael J. Ortega, P.E., RTA Executive Director
Greg Byres, P.E., RTA Deputy Executive Director

Attachments:

Project Briefing: RTA Projects Requiring UPRR Coordination

Attachment

Project Briefing: Town of Marana Projects Requiring UPRR Coordination

The Town of Marana has experienced significant schedule, budget, and project delivery challenges associated with UPRR coordination. The project summaries below, together with the accompanying infographic, highlight schedule gaps, uncertain review timelines, and coordination requirements that continue to affect project planning, budgeting, and completion. Greater clarity around UPRR review milestones and expected approval timeframes would support more reliable project delivery, public communication, and the shared goal of reducing at-grade railroad crossings.

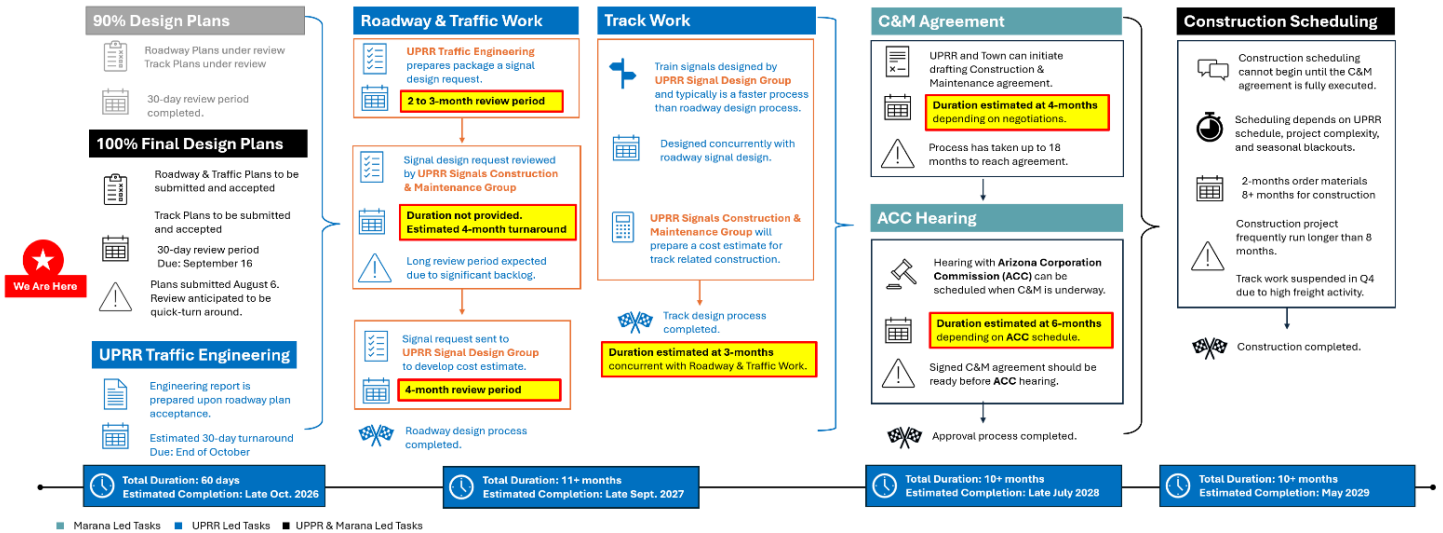
1. **Tangerine Road Widening Phase 2A (ST098):** The final phase of the Tangerine Road Widening Project (Phase 2A) focuses on improvements at the Union Pacific Railroad (UPRR) crossing to expand the corridor from two lanes to a six-lane configuration. Construction remains contingent upon UPRR Final Plan approval. Based on current review timelines, approval is anticipated in late July 2028, affecting overall project delivery and corridor widening benefits.
2. **Tangerine Road Interim Traffic Interchange (ST107):** Completion of the I-10 and Tangerine Road underpass abutment lanes is expected by early December 2026. Full use of the additional travel lanes is delayed until late May 2029 pending expansion at the UPRR crossing (ST098). The final interchange improvements, including a grade-separated crossing, are scheduled for the RTA 2nd Period (FY2032–2036).
3. **Navigating Permitting Process:** UPRR permitting and plan reviews remain the critical path items affecting Marana project delivery. Following final plan approval, UPRR requires sequential internal reviews that are estimated to take three to four months per milestone. This timeline is further affected by a separate right-of-entry permit process for utility potholing and a new Arizona-specific mandate for a third-party cultural resources review associated with permitting under the recent Surface Transportation Board ruling (Docket No. FD 36501) to approve permits.

Lastly, the Town of Marana has invested approximately \$13 million in interim improvements at the Tangerine Traffic Interchange pending construction of the grade separated facility. Delays resulting from Tangerine Road across the UPRR corridor defer realization of the full operational benefits of these investments and continue to constrain movement along this important regional corridor. These projects support the shared goals of improving safety, enhancing mobility, and reducing at-grade crossings through timely coordination and review.

Infographic:

Tangerine Road UPRR Expansion Timeline

As of August 11, 2026



Attachment

Project Briefing: City of Tucson Projects Requiring UPRR Coordination

The City of Tucson has experienced significant schedule, cost, and project delivery setbacks associated with Union Pacific Railroad (UPRR) coordination on multiple roadway, bridge, and railroad crossing projects. The project summaries below highlight recurring concerns with project review timelines, work timeframe restrictions, flagging and observer requirements, changing technical direction, utility coordination, railroad agreement costs, and limited clarity around UPRR requirements. Greater predictability in review, permitting, field coordination, and cost estimates would support more reliable delivery of the voter-approved transportation improvements while maintaining railroad safety and operations.

1. **Grant Road at UPRR:** During construction, UPRR required flaggers even though the roadway project was separated from the railroad tracks. The flagging requirement presented operational challenges without enhancing safety because work was required to stop within railroad right of way whenever a train passed, despite the train operating on the rail bridge above the roadway and the project not using cranes or other tall equipment under the bridge. Coordination with the railroad consultant, Benesch, was also difficult due to limited responsiveness, which required the City of Tucson to rely on UPRR contacts to obtain needed information.
2. **Downtown Links:** Project delivery was affected by late and changing requirements, limited transparency regarding current UPRR guidelines, and dependence on UPRR or UPRR-approved personnel for key activities. Examples included UPRR initially approving concrete bridge plans and later requesting steel-related construction approaches, costly flagging and observer requirements that require dedicated coordination, limited reviewer responsiveness through Benesch, and UPRR-performed work such as signal and track-pad installation that could not be scheduled with sufficient certainty.
3. **36th Street Shared-Use Path:** Negotiations over UPRR maintenance fees have delayed final agreement and construction readiness. In early 2025, UPRR approved relocation or replacement of the signal cabin while maintaining existing lights and gates but later rescinded that approval when providing the cost estimate resulting in increased project costs, scope and schedule impacts.
4. **22nd Street Bridge:** UPRR provided an extremely restrictive work-window, has not provided a timely response on the Yard Access Plan or requested track curfews, and has not provided timely Remote Controlled Locomotive zone limitations. The project provides a direct benefit to UPRR by removing bridge piers from railroad right of way, creating additional space that may support future track expansion at no cost to UPRR. The additional required girder-level track protection, not included in the approved demolition plan, challenging on-site observer coordination, and newly identified night-work lighting requirements continue to cause schedule delays and hinder overall project delivery.

5. **Bilby Road Crossing:** The City of Tucson modified design elements to avoid triggering a railroad gate replacement and full signal modification that could have substantially increased the cost of a relatively limited sidewalk improvement. After design was finalized, UPRR's estimated cost for improvements within railroad right of way increased from approximately \$290,000 in April 2025 to approximately \$397,000 in February 2026, with limited explanation. UPRR work at the crossing has not yet started, and the City of Tucson has not received a recent schedule update after earlier communication that work would begin before the end of the calendar year.

Together, these Tucson projects illustrate the need for a more predictable and collaborative review and delivery framework with UPRR. Clearer review milestones, timely responses to submittals, earlier identification of operating constraints, transparent cost estimating, and coordinated scheduling of UPRR-performed work would help reduce project risk, protect public investments, and support timely delivery of roadway, bridge, pedestrian, and crossing improvements throughout the region.

2006 Plan Performance Matrix

Roadway Element																								
Subelement	Project	1 IGA Execution	2 Consultant Solicitation Advertised	3 NTP for Design	4 30% Design	\$\$ 30% Cost Value (Invoiced Amount from Consultant)	5 Indemnify Utilities	6 Utility Clearance	\$\$ Utility Prior Rights Cost Value	7 Start making offers for Real Property transactions	8 Right of way Clearance	\$\$ Right of way Cost Value	9 Permit/clearance submittal	10 Permit/clearance approval	11 100% Design	12 Ad Date	\$\$ Final Design Cost Value (Invoiced Amount from Consultant)	13 NTP for Construction	14 Substantial Completion	\$\$ Substantial Completion Cost Value (Invoiced Amount from Contractor/Consultant)	15 Final Project Closeout	\$\$ Final Project Closeout Cost Value (Invoiced Amount from Contractor/Consultant)	\$\$ Total Budget	Notes/Comments
1	Tangerine, Phase 2A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3/6/23	3/2/26	\$42,320,058	7/30/29	Not Available	\$58,844,000	
5	Silvebell Rd., Phase 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7/21/26	8/19/26	\$3,038,285	12/1/26	12/31/28	\$53,955,290	2/15/31	\$54,255,290	Info Pending	Using \$5M for the cultural and archeological recovery, testing, curation, etc. for both pre-construction and construction phases. Include in the total budget
8	Sunset Rd., Phase 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8/15/26	\$37,039,516	8/1/28	\$39,639,516	\$40,498,616	
15	Grant Rd. Underpass at UPRR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5/4/26	9/30/26	\$7,500,000	11/30/26	\$7,500,000	\$24,797,000	Should this be for the currently completed project, or also include the potential 2nd phase for the bike/ped aspect?
16	Downtown Links	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	8/31/20	9/15/26	Info Pending	9/30/28	Info Pending	Info Pending	
18	Grant Rd., Phases 3&4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4/29/24	12/30/26	\$68,755,000	2/15/28	\$68,755,000	\$115,255,000	Total Budget also includes \$46,500,000 for right of way
19	22nd St., Phase 2, Bridge over UPRR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2/23/26	11/2/28	\$165,000,000	11/15/30	\$166,650,000	Info Pending	
20	Barraza/Aviation, Design and Right of Way	N/A	2/25/26	8/30/26	2/1/27	\$8,700,000	9/1/26	9/1/27	\$21,000,000	6/1/26	9/1/27	\$10,000,000	10/1/27	12/1/27	12/1/27	2/1/28	\$29,000,000	6/1/28	6/1/30	\$402,300,000	6/1/31	\$447,000,000	\$447,000,000	Project is being constructed as part of larger I-10 widening project from Alvernon to Valencia
21	Valencia, Ajo to Mark Road (bus pullout at Ignacio Baumea)	N/A	N/A	N/A	N/A	N/A	N/A	Info Pending	\$0	N/A	N/A	\$0						Delivery Information Pending Hiring of Replacement Project Manager				\$350,000		
22	Irvington Rd., Santa Cruz River to East of I-10 (I/C Reconfig)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7/17/26	4/1/28	\$77,938,263	3/13/29	\$86,598,070	\$91,452,956	Project is being constructed as part of larger I-19 interchange reconstruction project
23	Valencia Rd., I-19 to Alvernon	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12/1/26	1/15/27	\$1,200,000	4/30/27	4/30/28	\$8,080,000	5/30/30	\$8,600,000	\$9,800,000	
25	Valencia Rd., Kolb to Houghton	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	11/11/24	8/30/26	\$35,643,825	10/31/28	\$35,898,825	\$39,018,000	
30	22nd St., Camino Seco to Houghton	N/A	N/A	N/A	N/A	N/A	9/9/25	6/30/28	Not Available	11/1/25	2/15/27	\$1,500,000	N/A	N/A	9/30/26	4/1/28	\$2,745,000	8/15/28	6/15/30	\$43,982,288	6/15/32	\$44,132,288	\$34,232,000	I am seeing \$41,785,000 including \$2M in local funds
31	Harrison Rd., Bridge over Pantano Wash	N/A	N/A	7/15/26	11/1/26	\$450,000	11/1/26	7/1/27	\$0	1/15/27	7/1/27	\$1,000,000	11/1/26	9/1/27	9/1/27	N/A	\$2,000,000	9/1/27	12/31/29	\$25,000,000	12/31/31	\$27,500,000	\$14,250,000	
32	Houghton Rd., Irvington to 22nd St. (Segment 7)	N/A	N/A	N/A	N/A	N/A	N/A	11/30/26	Not Available	N/A	7/14/26	Not Available	N/A	10/1/26	9/15/26	11/15/26	\$7,846,385	3/1/27	4/1/29	\$69,047,282	5/30/31	\$73,614,130	Info Pending	

2026 Plan Performance Matrix

Safety, ADA and Active Transportation Element																							
Subelement	Project	1	2	3	4	\$\$	5	6	\$\$	7	8	\$\$	9	10	11	12	\$\$	13	14	\$\$	15	\$\$	
		Charter Execution	Consultant Solicitation Advertised	NTP for Design	30% Design	30% Cost Value (Invoiced Amount from Consultant)	Indemnify Utilities	Utility Clearance	Utility Prior Rights Cost Value	Start making offers for Real Property transactions	Right of way Clearance	Right of way Cost Value	Permit/clearance submittal	Permit/clearance approval	100% Design	Ad Date	Final Design Cost Value (Invoiced Amount from Consultant)	NTP for Construction	Substantial Completion	Substantial Completion Cost Value (Invoiced Amount from Contractor/Consultant)	Final Project Closeout	Final Project Closeout Cost Value (Invoiced Amount from Contractor/Consultant)	Total Budget

40, Safety and Active Transportation Element Projects, Oro Valley

Tangerine Road/Musette Drive, Traffic Signal Installation

Pavement Rehabilitation Element																						
Subelement	Project	1	2	3	4	\$\$	5	6	\$\$	7	8	\$\$	9	10	11	12	\$\$	13	14	\$\$	15	\$\$
		Charter Execution	Consultant Solicitation Advertised	NTP for Design	30% Design	30% Cost Value (Invoiced Amount from Consultant)	Indemnify Utilities	Utility Clearance	Utility Prior Rights Cost Value	Start making offers for Real Property transactions	Right of way Clearance	Right of way Cost Value	Permit/clearance submittal	Permit/clearance approval	100% Design	Ad Date	Final Design Cost Value (Invoiced Amount from Consultant)	NTP for Construction	Substantial Completion	Substantial Completion Cost Value (Invoiced Amount from Contractor/Consultant)	Final Project Closeout	Final Project Closeout Cost Value (Invoiced Amount from Contractor/Consultant)

42	Tucson FY 2027	9/24/26	N/A	5/1/26	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12/31/26	N/A	\$500,000	7/20/26	9/1/27	\$28,000,000	10/1/27	\$28,000,000	\$28,500,000
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#42

La Canda Bridge Deck Repair

Environmental Element																							
Subelement	Project	1	2	3	4	\$\$	5	6	\$\$	7	8	\$\$	9	10	11	12	\$\$	13	14	\$\$	15	\$\$	
		Charter Execution	Consultant Solicitation Advertised	NTP for Design	30% Design	30% Cost Value (Invoiced Amount from Consultant)	Indemnify Utilities	Utility Clearance	Utility Prior Rights Cost Value	Start making offers for Real Property transactions	Right of way Clearance	Right of way Cost Value	Permit/clearance submittal	Permit/clearance approval	100% Design	Ad Date	Final Design Cost Value (Invoiced Amount from Consultant)	NTP for Construction	Substantial Completion	Substantial Completion Cost Value (Invoiced Amount from Contractor/Consultant)	Final Project Closeout	Final Project Closeout Cost Value (Invoiced Amount from Contractor/Consultant)	Total Budget

44

No Activity

Transit Element																						
Subelement	Project	1	2	3	4	\$\$	5	6	\$\$	7	8	\$\$	9	10	11	12	\$\$	13	14	\$\$	15	\$\$
		Charter Execution	Consultant Solicitation Advertised	NTP for Design	30% Design	30% Cost Value (Invoiced Amount from Consultant)	Indemnify Utilities	Utility Clearance	Utility Prior Rights Cost Value	Start making offers for Real Property transactions	Right of way Clearance	Right of way Cost Value	Permit/clearance submittal	Permit/clearance approval	100% Design	Ad Date	Final Design Cost Value (Invoiced Amount from Consultant)	NTP for Construction	Substantial Completion	Substantial Completion Cost Value (Invoiced Amount from Contractor/Consultant)	Final Project Closeout	Final Project Closeout Cost Value (Invoiced Amount from Contractor/Consultant)

46

HCT Transit Improvements (Stove Ave., BRT)

47

Streetcar Operations

48

Expanded Weekday/Evening/Weekend Bus Service Hours and Paratransit Service

49

Bus Frequency/Route and Service Area Expansion

50

Express and Shuttle Fixed/Dial-a-ride/Paratransit Services

51

Safety and Security Of Regional Transit System

52

General Expansion of Transit Services Regionwide

Information from Draft Project Charter

REGIONAL TRANSPORTATION AUTHORITY

TPT Collections Fiscal Years 2024 through 2026

FY 2024			FY 2025			FY 2026		
	YoY (+/-) Difference			YoY (+/-) Difference			YoY (+/-) Difference	
July	10,017,256	0%	July	10,052,110	2%	July	10,291,606	
August	10,291,109	-1%	August	10,194,257	2%	August	10,382,607	
September	10,187,212	0%	September	10,160,647	1%	September	10,309,757	
October	10,183,766	1%	October	10,265,121	-1%	October	10,139,820	
November	10,069,231	1%	November	10,186,788	0%	November	10,224,935	
December	9,540,987	14%	December	10,843,289	-5%	December	10,345,110	
January	11,660,710	2%	January	11,873,677	4%	January	12,312,502	
February	9,968,904	3%	February	10,222,597	-2%	February	10,033,226	
March	9,900,306	1%	March	10,045,144	2%	March	10,252,065	
April	10,895,760	3%	April	11,188,663	3%	April	11,557,032	
May	10,494,592	-2%	May	10,308,872	3%	May	10,665,534	
June	10,388,062	1%	June	10,462,138	4%	June	10,902,066	
Total	123,597,894		Total	125,803,304		Total	127,416,260	
EBRC Baseline Forecast	\$ 119,070,000		EBRC Baseline Forecast	\$ 126,767,000		EBRC Baseline Forecast	\$ 130,969,000	
	4%			-1%			-3%	
	Exceeded Forecast			Below Forecast			Below Forecast	

TPT Collections Fiscal Year 2027		AUGUST	
		FY 2027	
	YoY (+/-)	Projected (Nominal)	Actuals
8%	July	10,248,771	11,082,346
3%	August	10,419,916	10,732,911
	September	10,348,907	
	October	10,325,646	
	November	10,289,272	
	December	10,373,133	
	January	12,100,619	
	February	10,202,779	
	March	10,193,593	
	April	11,356,143	
	May	10,622,800	
	June	10,718,421	
	Total	127,200,000	
Pessimistic Forecast [†]		\$ 127,200,000	\$ 128,347,000
		1%	
		Above Forecast (Annual) ^{***}	

*The amount includes \$181,384 of residual collections from RTA 1.

**The amount includes \$140,763 of residual collections from RTA 1.

***Projection is based on actuals to date and includes sum of projected revenues September-May, plus FY 2027 actual revenue collected.

†TPT revenue forecast of \$125,318,000 (based on constant) is included in the FY 2027 Recommended RTA Budget.

SUBJECT: FY 2027 RTA Amended Budget

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Discussion/ Possible Action	11

REQUESTED ACTION/SUGGESTED MOTION

Approval of Resolution 2026-023 adopting an amended RTA budget for Fiscal Year 2026-2027.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 46, Regional Transportation Authority

SUMMARY

Pursuant to ARS-48-5304.7, the RTA Board is required to adopt an annual budget and on June 4, 2026, the RTA Board approved the fiscal year 2026-2027 budget, with a revenue projection of \$125,318,000. Given the timing of the RTA Next election in March, details on project expenditures were still forthcoming during budget development. Therefore, based on funding requests submitted by RTA member agencies in recent months, this RTA budget amendment incorporates estimated expenditures on RTA projects and programs, and is aggregated to the RTA plan element level.

As shown in the attached FY 2026-2027 RTA budget amendment, The *Roadway (multimodal) Corridor Element* represents the largest commitment of funds, (\$37,435,000) followed by *Transit* (\$36,678,000), *Arterial and Collector Roads, Pavement Rehabilitation Element* (\$30,575,000) and *Safety, ADA and Active Transportation Element* (\$950,000) in accordance with the RTA plan. Funding also includes *Small Business Assistance Program* operations of \$500,000 and expected administrative expenses (i.e., Element VI) of \$1,335,000. **The cumulative FY 2027 recommended amended budgeted expenditure for RTA 2 funds is therefore \$107,473,000.**

Based upon programming and projected revenues in the FY 2026-2027 amended budget, TPT revenues are not anticipated to exceed expenditures by more than \$17,827,000. *However, budget and TIP programming are subject to additional budget*

amendments and TIP amendments throughout the fiscal year affecting year-end balance.

Other revenue sources helping to fund RTA projects and programs, but not shown, include federal grants (e.g., FTA, FHWA), transit maintenance of effort contributions, HURF 12.6%, federal STBG, federal RAAC, local funds, and others. Other than for administrative and small business assistance, details on the programming of RTA 2 and other fund sources mentioned above are reflected in the formal TIP amendments currently under consideration by the PAG Regional Council.

PRIOR BOARD AND/OR COMMITTEE ACTION

RTA Recommended Budget approved on June 4, 2026.

FINANCIAL CONSIDERATIONS

The revenue forecast was developed to be aligned with the voter approved RTA Next Plan, taking a more conservative approach than in the 2006 plan.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

Pursuant to ARS-48-5304.7, the RTA Board is required to adopt an annual budget.

ATTACHED ADDITIONAL BACKUP INFORMATION

- Resolution 2026-023
- Recommended FY 2026-2027 RTA Amended Budget

Staff Contact/Phone	Michael Ortega, (520) 495-1420 Greg Byres, (520) 495-1443 Dan Gabiou, (520) 495-1438 Jamie Brown, (520) 495-1473 James Towe, (520) 495-1471
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RESOLUTION NO. 2026-023

A RESOLUTION OF THE GOVERNING BOARD OF THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY APPROVING AND ADOPTING THE RTA FISCAL YEAR 2026-2027 BUDGET AMENDMENT

WHEREAS, the Regional Transportation Authority of Pima County ["RTA"] is a political, tax levying public improvement subdivision and municipal corporation of the State of Arizona, formed pursuant to A.R.S. section 48-5302; and

WHEREAS, pursuant to ARS-48-5304.7, the RTA Board is required to adopt an annual budget; and

WHEREAS, on June 4th, 2026, the RTA Board adopted the FY 2026-2027 RTA budget with the understanding that budget amendments may occur during the fiscal year as more details on member agency funding requests are provided to the RTA staff; and

WHEREAS, in accordance with ARS-48-5304.3 the RTA Board shall produce annually a five-year transportation improvement program that is consistent with the regional transportation plan elements and contains projects financed with monies from the regional transportation fund; and

WHEREAS, programming of RTA funding in the FY 2025–FY 2029 Transportation Improvement Program (TIP) through amendments will be consistent with the FY 2026-2027 RTA budget amendment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the RTA that the estimates of revenues and expenditures/expenses as shown on the accompanying schedules attached hereto and incorporated herein by this reference, are hereby adopted as the RTA budget amendment for Fiscal Year 2026-2027.

PASSED AND ADOPTED by the Board of Directors of the Regional Transportation Authority of Pima County this 24th day of September 2026.

RTA Board Chair

Certification:

Michael J. Ortega, the 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.

Michael J. Ortega, P.E.
Executive Director

Date: _____

Approved as to form:

RTA Attorney

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
EXECUTIVE DIRECTOR'S RECOMMENDED AMENDED
BUDGET FOR FISCAL YEAR 2027

RTA 2 PROJECT ELEMENTS		TPT RECOMMENDED AMENDED BUDGET FISCAL YEAR 2027
RTA 2 ESTIMATED REVENUE		
	REVENUE* \$	125,300,000
RTA 2 ESTIMATED EXPENDITURES		
	ROADWAY CORRIDOR \$	37,435,000
	SAFETY, ADA AND ACTIVE TRANSPORTATION \$	950,000
	ARTERIAL AND COLLECTOR ROADS, PAVEMENT REHABILITATION \$	30,575,000
	TRANSIT** \$	36,678,000
	RTA AND SMALL BUSINESS ASSISTANCE PROGRAM ADMINISTRATION COSTS \$	1,835,000
GRAND TOTAL \$		107,473,000
	Fiscal Year Estimated TPT Revenue \$	125,300,000
	Fiscal Year Estimated TPT Expenditures \$	107,473,000
Estimated TPT Year-End Balance for RTA 2 Project Commitments \$		17,827,000

*Revenue consists of projected TPT (pessimistic forecast) using internal PAG calculation.

**Subject to adjustments.

Important Note: RTA statutes require that the RTA Board adopt a budget annually (see ARS 48-5304(7)). On June 4th, 2026, the RTA Board adopted the FY 2026-2027 RTA budget with the understanding that budget amendments may occur during the fiscal year as more details on member agency funding requests are provided to the RTA staff. Other than for RTA and small business assistance program administration costs, this budget amendment reflects recommended programming per formal TIP amendments under consideration for PAG Regional Council approval.

Other revenue sources helping to fund RTA projects and programs, but not shown, include federal grants (e.g., FTA, FHWA), transit maintenance of effort contributions, HURF 12.6%, federal STBG, federal RAAC, local funds, etc.

V2 09.15.2026

SUBJECT: RTA Delivery, 30% Design Approval, 1st Avenue from Grant Road to Wetmore Road (Local) and from Wetmore Road to River Road (Federal)

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Discussion/ Possible Action	12

REQUESTED ACTION/SUGGESTED MOTION

The RTA Board is respectfully requested to review, consider and approve the 30% design for the 1st Avenue project, from Grant Road to Wetmore Road (Local) and from Wetmore Road to River Road (Federal) in accordance with Section 5.3.e.i. of the RTA Administrative Code, adopted December 4, 2025

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 14, Regional Transportation Authority

SUMMARY

This approval provides the framework necessary to further develop and implement the 1st Avenue project. This action is essential to advancing project delivery and supporting the timely implementation of the proposed improvements.

Due to the overall project limits, scope of work, funding sources and project complexity, the RTA and the City of Tucson Department of Transportation and Mobility (DTM) will work collaboratively to deliver this project into two separate segments. The RTA may also utilize an alternative project delivery method, as appropriate, for the delivery of each segment.

North Segment: Wetmore Road to River Road (Federal)

RTA will serve as Lead Agency for the remaining project delivery activities on behalf of the City of Tucson including project development, final design, right-of- way acquisition, permitting, utility coordination and relocation and construction.

The City of Tucson as the recipient of the Better Utilizing Investments to Leverage Development (BUILD) federal grant, will remain the officially designated grant recipient and will continue to fulfill all applicable federal grant requirements and responsibilities.

Specific roles, responsibilities and coordination requirements for the RTA and the City of Tucson will be further defined in the Project Charter.

South Segment: Grant Road to Wetmore Road (Local)

RTA will serve as Lead Agency for the remaining project delivery activities on behalf of

the City of Tucson, including project development, final design, right-of- way acquisition, permitting, utility coordination and relocation and construction.

Specific roles, responsibilities and coordination requirements for the RTA and the City of Tucson will be further defined in the Project Charter.

PRIOR BOARD AND/OR COMMITTEE ACTION

The RTA Board previously approved the funding for initial design (up to 30%) and preliminary right-of-way acquisition activities.

FINANCIAL CONSIDERATIONS

\$133,500,000

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None

ATTACHED ADDITIONAL BACKUP INFORMATION

30% Project Review; First Avenue - Presentation

Staff Contact/Phone	Michael J. Ortega, (520) 792-1093 Greg Byres, (520) 792-1093 Dan Gabiou, (520) 792-1093 Carlos De La Torre, (520) 792-1093
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30% Project Review; First Avenue

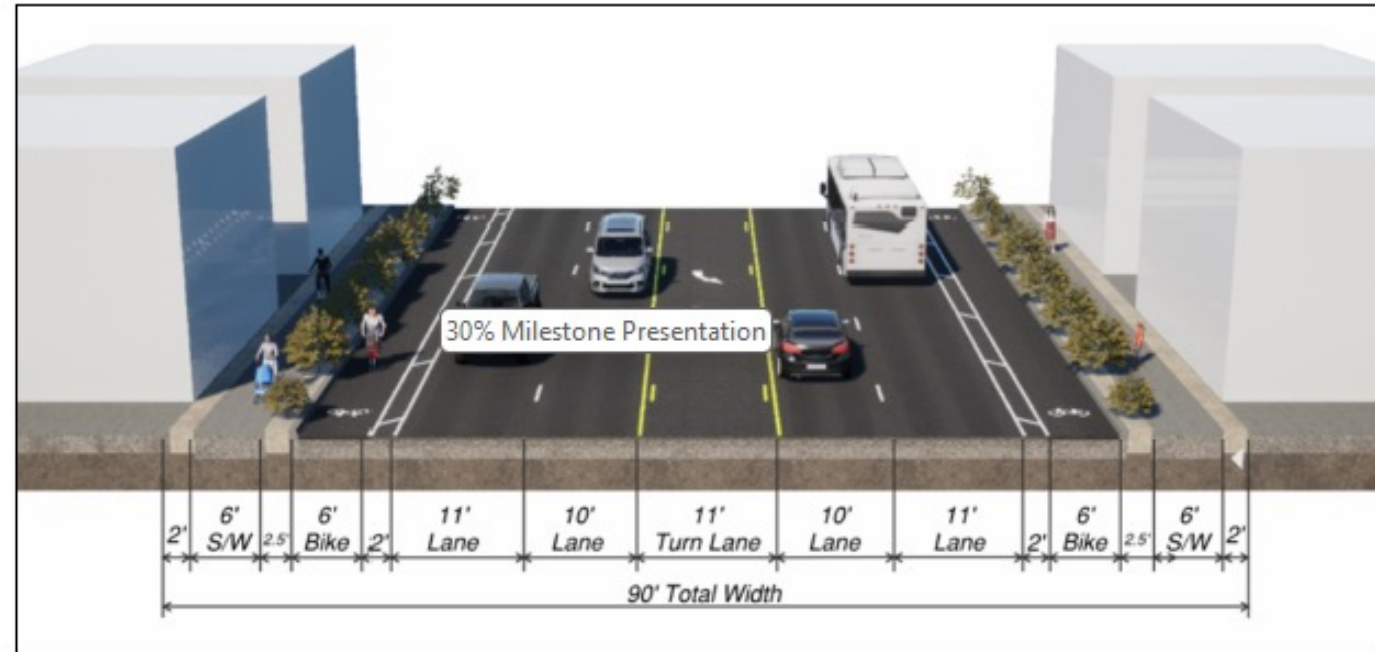


30% Milestone Presentation – N. First Avenue

Voter Approved Scope: Reconstruct to a 4-lane divided roadway with bicycle, pedestrian and associated intersection and drainage improvements

30% Design

- 4-lane divided roadway with median
- Protected bike lanes
- Sidewalk throughout on both sides
- Storm drain to improve surface drainage
- Improvements at Navajo wash
- New bridges at Rillito with connections to Loop pathway
- Improved intersections for safety, operations and capacity
- High Intensity Activated Crosswalk (HAWK) crossing at key locations
- Transit stops and pullouts
- Landscaping



30% Milestone Presentation – N. First Avenue

Public Outreach

Activity

- 16-Citizen Task Force Meetings
- Multiple Outreach Strategies
 - 3-Open Houses
 - 3-Virtual Open Houses
 - 9-Pop-Up Events
 - 1-Online Survey
 - Extensive business engagement

In Summary

- Input/feedback guided development of Project Goals and Implementation of key design features
- Overall high level of satisfaction with design; addresses critical issues and complies with voter approved scope



30% Milestone Presentation – N. First Avenue

Cost vs Budget

30 % Cost Estimate

Program Budget: \$133,500,000

- \$80M Construction Costs (Including Contract Administration, Inspections, Surveying, Materials Testing, etc.): 47%
- \$12.5M Design Costs: 9%
- \$1.2M Environmental Mitigation: 1%
- \$17M Right-of-Way Acquisition Costs: 13%
- \$22.8M Contingency : 17%

Voter Approved Budget

\$133,500,000

- \$70,755,000 RTA Funds
- \$62,745,000 Non-RTA Funds (\$25M Federal Better Utilizing Investments to Leverage Development (BUILD) Grant and Region Funds)



30% Milestone Presentation – N. First Avenue

Delivery; Jointly by Tucson DTM and RTA

North Segment: Wetmore Road to River Road (Federal)

- Design, right of way and utility relocation activities to be initiated following Board approval
 - Alternative project delivery mechanism may be used for this project
- Construction targeted to begin in Winter 2027

South Segment: Grant Road to Wetmore (Local)

- Design, right of way and utility relocation activities to be initiated following Board approval
 - Substantial right of way acquisition and utility relocation
 - Alternative project delivery mechanism may be used for this project
 - Will assess delivery method to determine optimal approach
- Construction targeted to begin in Spring 2028



Questions?



SUBJECT: RTA Project Delivery-Authorization for the RTA to Serve as Lead Agency for the Delivery of the 1st Avenue and Houghton Road RTA Projects

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Discussion/ Possible Action	13

REQUESTED ACTION/SUGGESTED MOTION

Suggested Motion for Action: Move to authorize the RTA to serve as the entity responsible for the delivery of First Avenue (RTA #2006-14) and Houghton Road (RTA #2006-32) RTA projects in partnership with the City of Tucson.

Suggested Motion for Action: Move to authorize the RTA Executive Director to execute contracts and acquire real property (rights of way) as necessary to deliver RTA projects #2006-14 and #2006-32:

The RTA Executive Director is seeking authorization from the Board for RTA serve as the lead entity responsible for delivering the two RTA projects in partnership with the City of Tucson. This includes the authority to enter into contracts on behalf of RTA as necessary and appropriate to deliver Projects #2006-14 (N. 1st Ave. from Grant Rd. to River Rd.) and 2006-32 (N. Houghton Rd. from Broadway Blvd. to Tanque Verde Rd.) (the “Projects”). Specifically, the Board is asked to delegate to the Executive Director the power to enter into contracts necessary for the Projects as follows:

- Service and materials contracts with contractors/vendors after the applicable/appropriate competitive process (request for proposals and criteria-based selection; solicitation of multiple quotes/prices, direct select/sole source procurement)
- Agreement to acquire property necessary for delivery of the Projects. Please note that if condemnation becomes necessary, RTA will work with the appropriate jurisdiction (the City of Tucson and/or Pima County) to acquire the needed property through condemnation.
- Project specific commitments such as permits or agreements with other regulatory entities

This authority is not limited to contracts under any certain total amount so long as proper procurement practices are followed, the contract is within the TIP approved budget for the Project, and the contract is necessary for delivery of the Project.

ASSOCIATED OWP WORK ELEMENT/GOAL

RTA 1 and RTA Next Project Delivery

SUMMARY

In memorandums dated September 19, 2025, and October 23, 2025, the Executive Director outlined several strategies and opportunities to enhance the delivery of both RTA 1 and RTA Next projects. One of the key strategies identified was for the RTA to serve as the Lead Agency for the delivery of RTA-funded projects on behalf of partner jurisdictions.

The RTA is now equipped and has developed the institutional capacity necessary to implement this project delivery strategy. In close coordination with, and with the concurrence of, the City of Tucson, RTA Staff has recently identified two projects for which the RTA will serve as the Lead Agency and oversee the remaining project delivery activities on behalf of the City:

- 1st Avenue from Grant Road to River Road (2006-14)
- Houghton Road from Broadway Boulevard to Tanque Verde Road (2006-32)

RTA Staff will continue to work closely with the partner jurisdictions to explore opportunities to utilize this project delivery strategy for other approved RTA projects, where appropriate and mutually beneficial. This approach is intended to enhance project delivery, leverage the RTA's growing institutional capacity and expertise, and support the timely and efficient implementation of the RTA program.

PRIOR BOARD AND/OR COMMITTEE ACTION

At its Sept. 9, 2026 meeting, the TMC recommended approval of RTA staff as the lead partner for delivery of the N. First Ave. project from Grant Road to River Road.

FINANCIAL CONSIDERATIONS

None.

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None.

ATTACHED ADDITIONAL BACKUP INFORMATION

None.

Staff Contact/Phone	Michael J. Ortega, (520) 792-1093 Greg Byres, (520) 792-1093 Dan Gabiou, (520) 792-1093 Carlos De La Torre, (520) 792-1093
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SUBJECT: RTA Process Mapping

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Discussion/ Possible Action	14

REQUESTED ACTION/SUGGESTED MOTION

N/A

ASSOCIATED OWP WORK ELEMENT/GOAL

N/A

SUMMARY

Process Mapping: For RTA Next projects being delivered by the RTA, there was no previously established process. This process mapping exercise defined the requirements for project development from project initiation through final completion of construction. A step-by-step process was developed for each major task, with a common tie from the end of one process and the start of the next. Each step in the process is defined through standard work that must be performed and completed prior to engaging in the following process. The system was developed to be repeatable and consistent in order to maintain continuity through the successful delivery of the RTA projects and program.

PRIOR BOARD AND/OR COMMITTEE ACTION

N/A

FINANCIAL CONSIDERATIONS

N/A

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

N/A

ATTACHED ADDITIONAL BACKUP INFORMATION

N/A

Staff Contact/Phone	Michael J. Ortega, (520) 792-1093 Greg Byres, (520) 792-1093
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Process Mapping of RTA Project Delivery

September 9, 2026



Presentation by RTA staff and partner jurisdictions

RTA Process Mapping and Creation of Standard Work



Why this matters

- Standardize key processes across jurisdictions
- Reduce administrative effort and handoffs
- Shorten review and approval cycles
- Reuse proven practices across projects
- Improve delivery and accountability

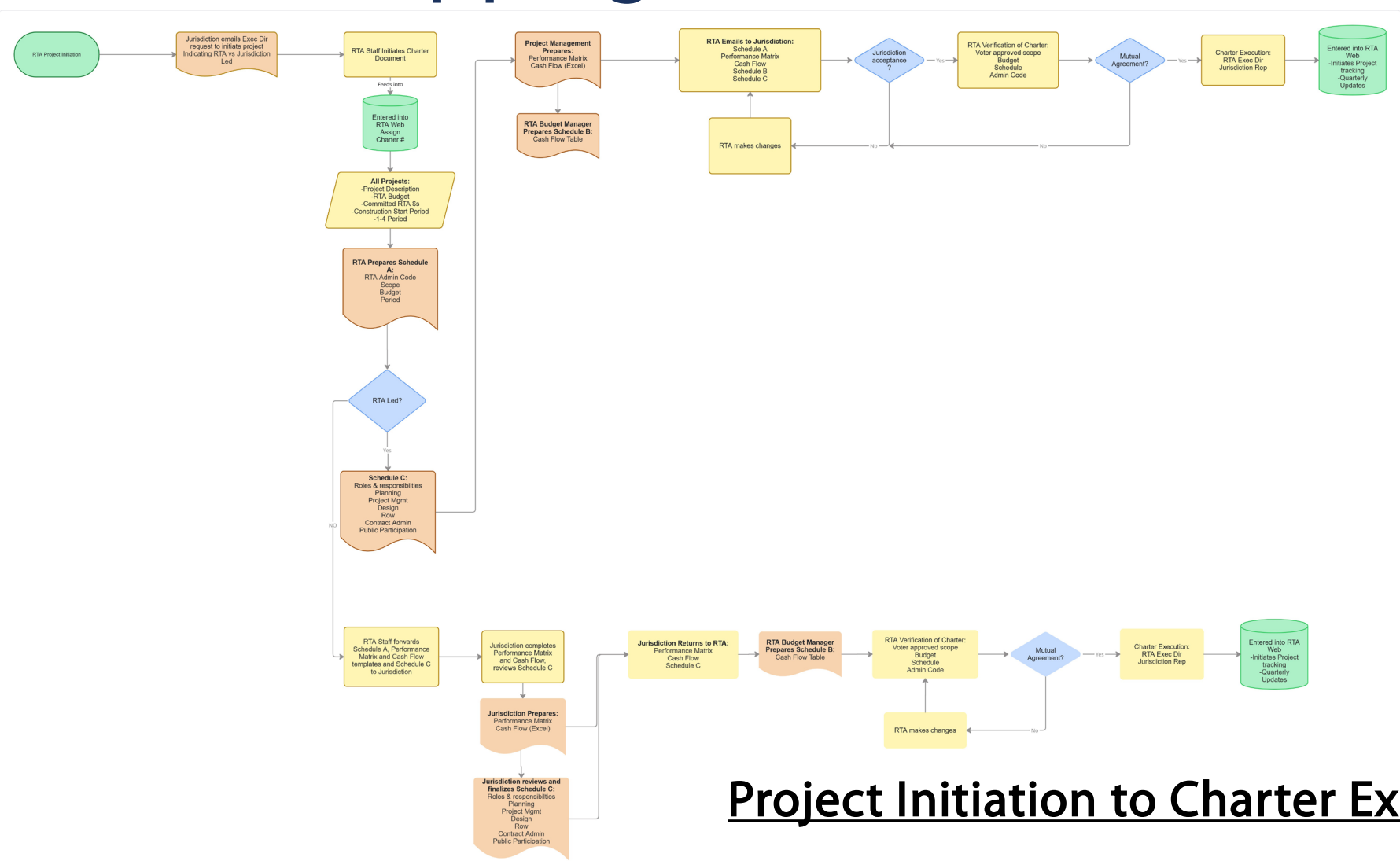


Project Delivery Components For RTA Led Projects

- Project Initiation
- Charter Process
- Procurement of Design Services
- Initial Design (to 30%)
- Final Design (to 100%)
- Construction Procurement
- Construction
- Project Closeout



Process Mapping



Project Initiation to Charter Execution



Standard Work makes project delivery repeatable

STUNSL			
Standard Work: Procurement of Design Services (Workshop Exercise)			
Who: Jamie / Alice / Adam		Owner:	Date Created: 07/22/26 Revision Date:
#	Actions / Steps (what)	Key Points (how)	Reasons (why)
1.	Initiate process - generated through receipt of a procurement request	Receive request for procurement via intake form (incl. all relevant details: timeframe, panel members, description of need)	Need to collect necessary information required to initiate process in a timely manner - intake form used to ensure efficiency and consistency
2.	Data entry of intake into database or spreadsheet	Input information submitted via intake forms (repository not yet defined)	A formal repository has many benefits. Information management, notifications can be created for multiple owners (decentralize contacts)
3.	Evaluate intake form for feasibility (yes/no) (heads-up to Senior leadership here)	Review information provided in request - determine if it is a viable proposition	This is where we can vet the accuracy, identify potential conflicts, etc.
4.	RTA Project Manager* identifies and confirms selection panel members and schedules pre-meeting.	Give notice, schedule room, coordinate invites (availability of RTA PM / Chair Procurement Officer designate for some of the administrative steps - potential to coordinate with other teams or add to staff)	Administrative procedures necessary for conducting the selection panel pre-meeting in the next step.
5.	Conduct selection panel pre-meeting	Procurement Officer conducts the meeting to explain the process and confidentiality requirements, and to determine no conflicts of interest	Need to establish confidentiality and eliminate conflict of interest as early in the process as possible. Set other expectations as necessary
6.	Develop Scope of Work and Proposal, including contract and registration constraints	Procurement Officer works with requesting project manager to add detail to SOW/contract template	These components are necessary for any proposer to understand the work to be performed, how proposal will be

Revised: 1/30/2025

— SW —

Page 1 of 3

STUNSL			
Standard Work: RTA & Jurisdiction Project Charter			
Who: RTA Staff		Owner: RTA Projects Manager & Director of Transportation Services	Date Created: 7-24-26 Revision Date:
#	Actions / Steps (what)	Key Points (how)	Reasons (why)
1.	Jurisdiction initiates Project Discussion	Jurisdiction emails RTA Executive Director about initiating project - include discussion on lead agency (RTA vs. Jurisdiction)	The RTA Board is accountable for the delivery of the 20-year RTA Next Program per RTA Statute
2.	For either Jurisdiction led or RTA led, RTA staff pre-populates Charter	RTA Operations Coordinator pre-populates Charter - Assign Charter number - Record in RTA Web - Complete Schedule A with RTA Admin Code info - Complete Schedule C from menu (depending on who is lead agency)	To ensure that both parties understand their roles and responsibilities as to comply with the RTA Program
3.	RTA led projects - Complete Performance Matrix and Cash Flow along with Schedule C (Roles and Responsibilities)	Carls or Director of Transp. Services completes Performance Matrix and Cash Flow in Excel file, and Schedule C as well	Develop schedule and cash flow for RTA budgeting and master schedule and Schedule C for capturing tasks, roles and responsibilities
4.	RTA led projects - develop Schedule B	Send Perf Matrix and Cash Flow information to Budget Manager	Ensure available funds and informs RTA Budget and TIP
5.	RTA led projects - Forward Schedule A, Performance Matrix, Cash Flow, Schedule B, and Schedule C to Jurisdiction	Email draft Charter to Jurisdiction Appointed Rep (word file/form and excel file)	Document funding and project details and roles and responsibilities
6.	Jurisdiction led projects - RTA staff forwards Schedule A, blank Perf. Matrix and Cash Flow, and Schedule C to Jurisdiction	Email draft Charter and request they complete Performance Matrix and Cash Flow	RTA needs to confirm available funding and schedule (compliance with ballot and RTA statute)

Revised: 7/27/2025

— SW —

Page 1 of 2

STUNSL			
Standard Work: Communications & Stakeholder Engagement (just a thought)			
Who:		Owner:	Date Created: Revision Date:
#	Actions / Steps (what)	Key Points (how)	Reasons (why)
1.	Build project webpage	Web administrator builds subpage of RTA mobility.com	Inform public of upcoming project; updates during construction
2.	Provide Business Support to affected businesses	Conduct proactive business outreach, personal visits, ongoing communication, business consulting, and referrals to RTA Business Support services	Minimize construction impacts to businesses and the local economy; improve business resiliency
3.	Identify affected neighbors and all stakeholder groups for notifications	Coordinate with PAG or Jurisdiction staff to compile distribution lists for businesses, neighborhoods, elected officials, stakeholder agencies, RTA staff, and project team members.	Legal requirements Public input
4.	Schedule 2 open houses for residents/businesses/property owners in project area to gather input prior to 30% design. Note: public input cannot change voter approved scope. (optional) Schedule an open house prior to construction start date.	Identify locations and coordinate holding open houses within or near the construction corridor; develop presentation materials, including project designs, maps, general RTA information, and other exhibits; identify key staff from PAG/Jurisdiction/consultant/contractors to attend, support community outreach, and promote the event.	Admin code requirement (7); public education; gather public input
5.	Write/design postcard with open house information to mail to affected neighbors near project area.	Work with mailing service or coordinate with lead agency/consultant to send mailer	ARS requirement (7); public/neighbor information; education;
6.	Advertising of legal notices	Coordinate with key staff on notice text, publication date(s); applicable	ARS requirements; for solicitation of bids, etc.

Revised: 1/30/2025

— SW —

Page 1 of 2

STUNSL			
Standard Work: Project Management - Pre-Construction			
Who: RTA Staff		Owner: RTA	Date Created: 7/24/2026 Revision Date:
#	Actions / Steps (what)	Key Points (how)	Reasons (why)
1.	Work with procurement to advertise and secure a contractor	PM follows established workflow PS & E provided for bid PM reviews bids for inaccuracies PM makes a recommendation for award and prepares materials if RTA Board approval needed	Process secures a contractor and an provides an ethical selection of contractor
2.	Secure easements, utility relocation completed, and permits acquired	PM works with design consultant and Jurisdiction to obtain all easements, confirmation of utility relocations, and all needed permits	Facilitating and expediting construction of proposed improvements
3.	Partnering meeting a. PM, contractor, finance, utilities, survey team, inspectors b. Escalation ladder c. Process for contractor invoicing	Contractor and PM work with communications on securing meeting venue and agenda	Team building and identifying and facilitating communication and expectations for team members and potential concerns
4.	Pre-construction meeting a. Open to the public	PM and consultant work with communications to schedule and advertise meeting Consultant generally sets agenda working with PM	Provides information to the public on lane closures, project start, flow of work, potential impacts
5.	Public notification that construction will be starting	PM coordinates with contractor for advanced notification message boards prior to construction	Ensure public is aware of project start and potential traffic delays

Revised: 1/30/2025

— SW —

Page 1 of 2

- Standard work defines who does what, the required inputs and outputs, and key decision points and criteria.
- This reduces guesswork, variation, and rework across projects and steps.



SUBJECT: RTA Experience Builder Demonstration

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Discussion/ Possible Action	15

REQUESTED ACTION/SUGGESTED MOTION

This is an information item.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 40, Transportation Planning

SUMMARY

As part of the advanced project delivery process, PAG/RTA staff have been researching RTA roadway projects to identify potential challenges early in the development process. This includes potential right-of-way acquisitions, identification of utilities, drainage, easements, and environmental considerations. Ultimately, this information will be shared with the advance delivery consultant team to expedite the design and delivery process.

A member of PAG/RTA staff will provide a demonstration using a web-based GIS platform. This will visually highlight the key components and considerations for RTA projects as well as PAG/RTA in-house tools that will be used for project delivery. A summary document of the key project findings is included as an attachment.

PRIOR BOARD AND/OR COMMITTEE ACTION

N/A

FINANCIAL CONSIDERATIONS

N/A

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

N/A

ATTACHED ADDITIONAL BACKUP INFORMATION

Example research document for RTA #6, Thornydale Road: Cortaro Road to Tangerine Road.

Staff Contact/Phone	Michael J. Ortega, (520) 792-1093 Jeanette DeRenne, (520) 792-1093
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Introduction:

All project reports will contain tailored reports of the key findings and features in the vicinity of the project. The report and layers selected for the map will be customized to assist in deeper investigation of the existing conditions and potential risks. Information included on the map will be in two formats. One will be an ESRI based “Instant App” web map with applicable layers. Instant Apps are optimal for quick and easy references as well as optimizing data storage. Instant Apps are great for field investigation and use in meetings where time, Wi-Fi, and user skills might be limited. The second format is the more robust advanced delivery tool which is build on the ESRI based “Experience Builder” platform. Experience Builder allows for a more robust analysis and includes 3D capabilities.

The following information is a sample report of the data the PAG/RTA team put together for RTA Project 6, Thornydale Road – Cortaro Road to Tangerine. This was created as proof of concept and as a demonstration project. The intent is to build a similar web-based map and report for all RTA projects prior to design. This will assist in bringing projects closer to a “funding ready” by investigating existing conditions that could impact project cost, scope and schedule. These projects will remain active throughout the construction of the project and can include the final “as built” cross sections, photos, 3D views and other information beneficial for documenting the project once completed.

RTA Next Project #6: Thornydale Road – Cortaro Road to Tangerine Road (for demonstration purposes only).

Project Scope

- Widen to 4-lane roadway including bicycle, pedestrian and associated drainage improvements
- Assumes a 100-foot cross section from the cost estimate provided by HDR
- RTA Project Budget: \$97,870,000
- Construction Start Period: 1st period

Instant App includes the following layers:

- Project location and extent
- Sanitary sewer structures
- Sanitary sewer service areas
- Storm drain points
- Storm drain manholes
- Storm drain lines
- Water service provider service areas

- Electrical company service areas
- Street lights
- Trees/Shrubs
- Sidewalks
- Parcels

Experience Builder: 3D web map with cross section overlay and applicable data points for utility poles and other notable features:

Experience Builder map includes the following layers:

- Survey Points (Survey 1, 2, 3 app used for in-house collection)
 - Utilities Poles
 - Structures of interest
 - Field observations / photos
- Parcels
 - Pima County Assessor data links
 - Ownership
 - Address
 - Zillow link
 - Google Maps link
- 3D Layers
 - Roadway footprint
 - Roadway cross section
 - Survey points
 - Utility poles

Link to Pima Maps Survey with additional acquisition layers: <https://pimamaps.pima.gov/geoapps/survey>

Utility Considerations

For the Thornydale project, the following utility considerations were observed.

- Refer to the 3D web map for the location and size of existing utility poles.
- Refer to Instant App web map for information related to manholes, storm drains, streetlights, and the sanitary sewer network.
- Bulk water service and fire hydrant located within the ROW here:
<https://maps.app.goo.gl/j2JWBV9StRbLTriK6>
- There will likely be water line considerations. An additional fire hydrant located at the southwest corner of Thornydale and Oasis Dr. within the ROW. There may be water line considerations and the location is identified on the 3D web map.

Environmental Considerations

- The property is within the Multi-Species Conservation Plan (MSCP) conservation area and will be subject to mitigation.
- In 2018, a Thornydale CIP project (CTR.4TTCLV) was subject to MSCP mitigation. This appears to include land within Parcel 225330330 owned by the Tucson Bird Alliance. Pima County Conservation Lands and Resources Department can confirm if additional mitigation will be needed or if there are special conditions.
- Significant vegetation such as mature saguaros and ironwoods exist within the limits of the future roadway. See notes from site visit.
- Under the Conservation Lands System (CLS), the project falls under the Multiple Use Management Area, the Important Riparian Area, and is fully within the Special Species Management Area. Coordination with Pima County Conservation Lands and Resources Department needed to determine if there are special considerations needed for project design or implementation.

Additional Permission Related Considerations

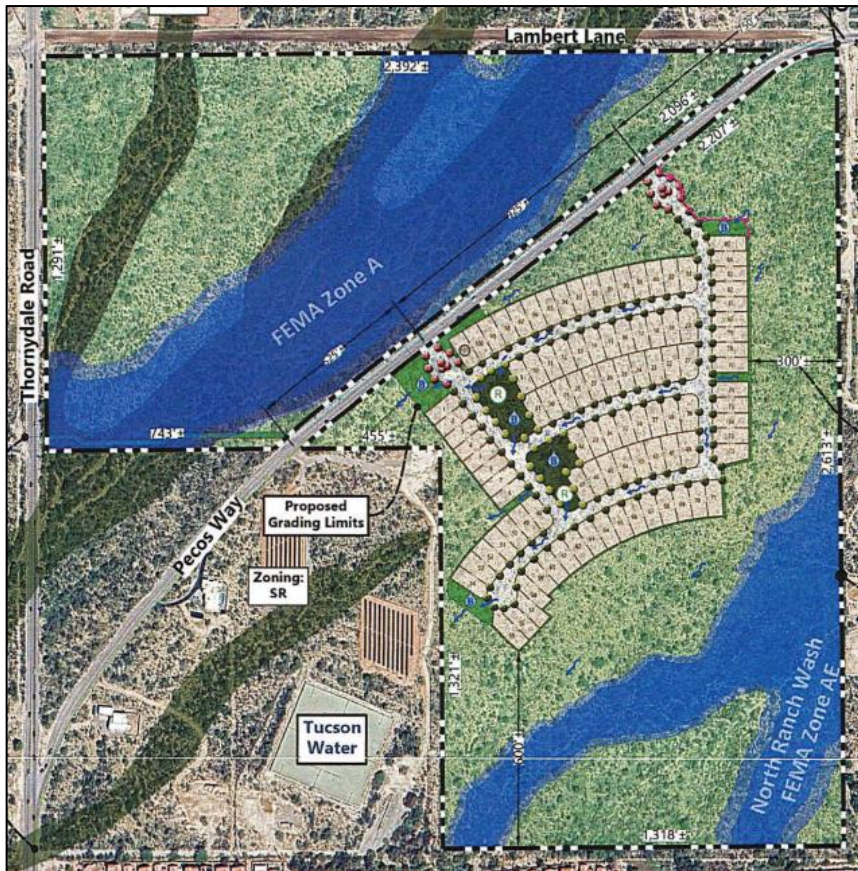
- A document from June 15, 1962 indicates that the section of roadway abutting State Land (parcel 22412004C) was granted to Pima County as a ROW permit No. 09-3080-00. This was documented again on 9/17/2024 to add Oro Valley as a Grantee following the annexation east of Shannon Rd. in 2002. It needs to be determined if the road expansion is allowable under the current ROW agreement or if additional permissions are needed. The supporting documentation can be found here:
https://onbase.pima.gov/publicaccess/TR_NextGen_Single/etc/cq/results.html?cqid=121&OBKey_225_1=009%2D003080
- Annexation Document:
https://onbase.pima.gov/publicaccess/TR_NextGen_Single/etc/cq/results.html?cqid=107&OBKey_133_1=OV&OBKey_135_1=%28O%2998%2D40

Zoning Considerations

- Coordination with Pima County Development Services is needed to determine if ROW acquisition will conflict with minimum lot size and setback requirements and lead to nonconformity issues
- Pima County SR zoning has a minimum lot size of 144,000 SF and a 50-foot front building setback
- Pima County CR-1 zoning has a minimum lot size of 36,000 SF and a 30-foot front building setback
- Parcel 22444052A on the southeast corner of Lambert Ln. and Thornydale Rd. was rezoned in 2025 from SR to CR-1 using a cluster development option. The land along Thornydale Rd. is designated as open space per the site plan below. The 3D web map overlay indicates that ROW

acquisition may be needed and dedication of ROW was not a condition of the rezoning. Pulte recently purchased the property. Refer to the link below and the parcel table for additional information on rezoning conditions.

- Rezoning Ordinance:
https://onbase.pima.gov/publicaccess/CL_NextGen_Single/etc/cq/results.html?cqid=104&OBKey__106_1=2025%2D023



- Parcel 224440570 on the northeast corner of Thornydale and Sumter Dr. was rezoned in 2023 to the “Thornydale-Sumter Site Specific Plan” to allow apartments (see image below). The rezoning specifically states that the developer will dedicate ROW to allow for the widening of Thornydale Rd - “The Property is approximately 18.51 acres, but a dedication of land for a future widening of Thornydale Road will result in a development of site of approximately 17.88 acres”. The property is currently for sale for \$1M. Refer to the parcel table for additional information.

Exhibit 1 Preliminary Development Plan



Additional Notes from Site Visits

- Bus stops for Sun Shuttle Route 412 will need to be relocated between Cortaro Farms Rd. and Linda Vista Blvd. Coordination with RTA transit is needed for any disruptions in service.
- Bulk water service and fire hydrant located within the ROW here:
<https://maps.app.goo.gl/j2JWBV9StRbLTriK6>. These will have to be relocated and water lines will likely be impacted by construction. Image from Google street view is below.

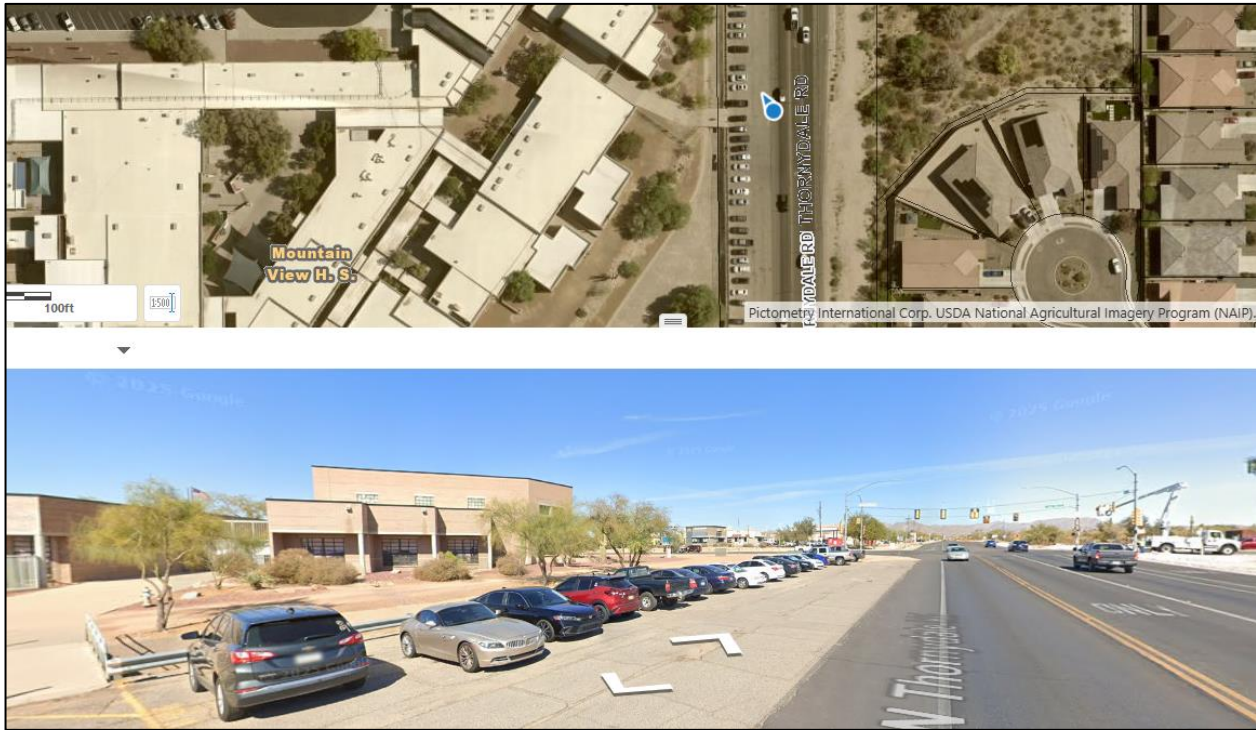


- Two rock columns are located north of Oasis Dr. (<https://maps.app.goo.gl/DQjeaN6kGL5ShMWx6>) and are within existing ROW (see image below from Google street view). If these have historic significance, relocation may be required. Location is also notated in the 3D web map.



- There are instances of private property owners encroaching into the ROW with fences, landscaping etc. 10420 N Thornydale Rd. is an example of this with an equine enclosure. This ROW was dedicated to Pima County in 2003 https://onbase.pima.gov/publicaccess/TR_NextGen_Single/etc/cq/results.html?cqid=119&OBKey_209_1=12136&OBKey_210_1=00218 so the encroachment was in place legally before that portion of the property was dedicated.
- The North Ranch HOA off W Cactus Canyon Ps has landscaping in the ROW but Pima County has road rights.

- Significant vegetation including mature saguaros and trees adjacent to undeveloped areas, particularly the Tucson Bird Alliance Mason Center, adjacent to state land, and on the east side of Thornydale north of Pecos Way. Coordination is needed with Pima County biologists and the native plant nursery for proper treatment and transplant protocol.
- The ROW at Mountain View High School is used for parking. Coordination with the school district will be needed prior to construction for alternative parking. See image below:



SUBJECT: Executive Director Report

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Discussion/ Possible Action	16

The Executive Director will provide an update on recent and upcoming activities.

SUBJECT: Request for Future Agenda Items

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Discussion/ Possible Action	17

Member of the RTA Board may request items to have considered for discussion on future meeting agendas.

Pursuant to Arizona open meeting laws, A.R.S. § 38-431.02(H), the board cannot discuss or take action today on any matters raised under this agenda item.

SUBJECT: Executive Session

Meeting	Meeting Date	Agenda Category	Agenda Item #
RTA Board	Sept. 24, 2026	Discussion/ Possible Action	18

Executive Session**11:30 a.m.**

Executive Session pursuant to ARS 38-431.03 (A)(3) (discussion or consultation for legal advice with the attorney or attorneys of the public body) and (4) (discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation) regarding the following topics: Moghimi v. PAG/RTA lawsuit; WeDriveU billing dispute; Rio Nuevo property disposal dispute; status update on recent claims (Thomas, Russell-Gentry, Levine).

Executive Session pursuant to ARS 38-431.03(A)(1) (discussion or consideration of employment of a public officer, appointee or employee of any public body) (Review of Executive Director's performance).

Executive Session pursuant to ARS 38-431.03(A)(7)(discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (right of way acquisition for projects identified in the RTA Next Plan).