
Special Joint Meeting

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

At or after 1:00 p.m., Mon., June 16, 2025
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 RTA Board members that the Regional Transportation Authority (RTA) of Pima County Board will meet jointly with the Regional Council of Pima Association of Governments (PAG) at the above stated time and date. The sequence of the agenda may be changed by the Chair. Action may be taken on any item.

The RTA is an Arizona special taxing district, duly formed and existing, pursuant to A.R.S. 48-5302, et seq.; and PAG is an Arizona nonprofit corporation, and is state designated as a federally required Metropolitan Planning Organization for Pima County.

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 PAG-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 at least 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 joint RTA Board/PAG Regional Council 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, PAG Regional Council members may only act on items specifically listed on the agenda below as related to PAG matters as members of the corporation during this joint meeting.

"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. **Pledge of Allegiance**
3. **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 a 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 their comments.

STAFF MEMO

4. **Meeting Summary Approval**

The RTA Board of Directors and the PAG Regional Council will consider corrections and may amend the draft meeting summary during the meeting prior to approval.

- May 22, 2025, Joint Meeting

Action: The RTA Board of Directors and the PAG Regional Council will be asked to approve the meeting summary of May 22, 2025.

STAFF MEMO

ATTACHMENT(s):

- May 22, 2025

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**

The RTA Board of Directors and the PAG Regional Council will review the recommendations provided by a working group, consisting of four Members of the PAG/RTA Board, which was tasked with reviewing potential law firms to serve as legal counsel to PAG/RTA on an interim basis. The resumes of the recommended law firms will be shared as received.

The RTA Board of Directors and the PAG Regional Council may also review, discuss and consider the procurement process for retaining legal counsel. They may also discuss the scope of services desired and the terms of a proposed contract, whether for interim and/or permanent legal representation.

The governing bodies may provide direction to staff in an open meeting regarding the initiation of a process to secure legal representation for both entities.

STAFF MEMO

ATTACHMENT(s):

- Draft Request for Qualifications
- Draft Qualifications-Based Selection (QBS) Process Schedule

6. Executive Session

Pursuant to A.R.S 38-431.03 (A) (1), Executive Session to discuss appointment of Interim Executive Director of Pima Association of Governments (PAG) and Regional Transportation Authority (RTA).

The governing bodies may provide direction to staff in an open meeting regarding any action taken in closed executive session.

STAFF MEMO

7. Executive Session

Pursuant to A.R.S 38-431.03 (A) (3) [azleg.gov], Executive Session to receive legal advice regarding Non-Disclosure Agreements enacted by the former Executive Director with departing and/or former PAG/RTA Staff.

The governing bodies may provide direction to staff in an open meeting regarding any action taken in closed executive session.

STAFF MEMO

8. Appointment of Interim Executive Director

Action: The Regional Council of Pima Association of Governments and the Regional Transportation Authority Board of Directors will appoint an Interim Executive Director.

The governing bodies may provide direction to the appointed Interim Executive Director and staff in an open meeting regarding this action.

STAFF MEMO

9. 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 #
Joint RTA Board & Regional Council	June 16, 2025	Information	3

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. Call to the Audience is limited to 30 minutes. Those wishing to address the Board should follow the instructions under the Special Notice on the agenda 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 a 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.

SUBJECT: Meeting Summary Approvals

Meeting	Meeting Date	Agenda Category	Agenda Item #
Regional Council	June 16, 2025	Action	4

In compliance with the Arizona Open Meeting Law (A.R.S. 38-431.01.B.), PAG must provide a recording of the meetings to the public or a written meeting summary. PAG is a private entity and by policy follows the open meeting law. Meeting recordings serve as the official summary for Pima Association of Governments' Regional Council meetings.

For meeting packets, PAG 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 Regional Council.

Based on past consensus of the Regional Council, the draft meeting summary in the packet is intended to be a general summary and does not serve as the official record of the meeting.

For the June 16, 2025, meeting, Regional Council and RTA Board members are asked to please review the May 22, 2025, meeting summary and submit written suggestions to staff (jontiveros@PAGregion.com) to request amendments 24 hours prior to the June 16, 2025, meeting.

During the June 16, 2025, meeting, the Regional Council and RTA Board may consider suggestions and may amend the draft summary 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, May 22, 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

Regional Council Members Absent: Chairman Julian Hernandez
Mayor Regina Romero

Staff Lead: Farhad Moghimi, Executive Director
Secretary

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, May 22, 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](#)

Mayor Winfield: Welcome everyone. I'd like to call to order the special joint meeting for the Regional Transportation Authority of Pima County, Board of Directors, and Pima Association of Governments Regional Council meeting, May 22, 2025, 3:00 p.m. Jacki, can we do roll call, please?

MEMBERS PRESENT AT ROLL CALL:

- Mayor Winfield
- Chairman Jose
- Mayor Murphy
- Mayor Valenzuela
- General Maxwell
- Mayor Post

Mayor Winfield: Thank you. We have five, six, so five here at the office and we have one, Mayor Valenzuela, that's joining us virtually. If you'd please stand and join us in the Pledge of Allegiance.

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: For the record, we do have a quorum. The next item on the agenda is call to the audience, Mr. Ledford.

2. Call to the Audience (Remote Access Option)

[Item #2 Video Link](#)

Adam Ledford: Good afternoon, Mr. Chair. There are no speakers today.

Mayor Winfield: OK, thank you. We'll go to item three, which is review and consideration of legal counsel procurement process. Mr. Moghimi, did you want to give any kind of opening?

3. Review and Consideration of Legal Counsel Procurement Process

[Item #3 Video Link](#)

Farhad Moghimi: Yes, Mr. Chair, and members of the board, in coordination with the chairs, to discuss making sure that there's ample opportunity for the board today to talk about process for being able to retain an attorney, and the materials in your packet include some draft information about the steps in the process, as well as a draft request for qualifications. Again, all that information is draft at this point, but we want to make sure that you had something to start the conversation with, and at the board's pleasure, we can make any adjustments to those documents and proceed with your authorization.

Mayor Winfield: OK, thank you, Mr. Moghimi. I trust that everyone has had an opportunity to review the material that was provided, so if we can begin with just receiving any comments that you have in regard to this material, Mr. Maxwell.

General Maxwell: Mr. Chair, thank you very much. The first thing I would like to ask us to do as a board is to consider splitting this up into two separate conversations, because I think it's two separate processes. One is, I believe we are in an urgent need to have an interim or special counsel appointed so we can

continue to move forward. A formal process to select a permanent lawyer for the board or legal counsel for the board, I think is critical and we need to go through a process before we hire somebody full time, but I do feel very strongly that since the last meeting, we've gone almost four weeks, we've made no more progress prior to that, from September to December, we only had one meeting. We are in a position where we need to appoint a special counsel for an interim basis that can take us through the process that we need to work through and at the same time allow us to keep rolling everything else forward.

Mayor Winfield: OK. Any objections by members of the board for breaking up this discussion, interim and then discuss an interim counsel versus a permanent counsel, and for the record, Supervisor Heinz joined us at 3:05, welcome. We have Mayor Valenzuela who's joining us virtually, Supervisor Heinz. I'm hearing no objection, so let's go to the discussion on the interim counsel, Mr. Maxwell.

General Maxwell: Mr. Chair, appreciate you turning to me. I think because it's of such an urgency, I would like to propose that we instruct the executive director to reach out and with cooperation from a member of the board, preferably, to make an offer to bring in Samuel Coffman as our interim and our special counsel. The reason I bring Sam Coffman up and I've got his bio which I put together, so it's not his official bio, Mr. Coffman is the current general counsel for the Maricopa Association of Governments. So all the issues that we are dealing with, he is very knowledgeable on. He's working already, his firm, Dickinson Wright, which is a national firm, has been representing MAG for over 25 years. He's the leader of their labor and employment practice group, which will be appropriate at this time as well, but the biggest thing is he focuses on in his practice is municipal law, commercial litigation and tribal law, and like I said, for the last eight years he's been the general counsel for the Maricopa Association of Governments and worked all their transportation issues as well as their governmental entity issues. I think he would be good. He's out of the region, so he's got no connection with anybody, any of us around this board in any way, shape or form. He does have

ties to the University or to Tucson because he got his JD at the University of Arizona, but I think he, one, has all the expertise for anything we're dealing with right now, and he is a neutral party that would be able to provide us the legal representation and advice to make sure that any actions we take as we go through the hiring of a new legal counselor, both legal and in compliance with the law, and keeps us out of trouble.

Supervisor Heinz: Mr. Chair, may I second that motion, please?

Mayor Winfield: I don't believe there was a motion, I think it was a proposal. If you'd like to make a motion –

General Maxwell: No, I will, the reason I put it on the table as a proposal, Mr. Chair, is if anybody else has any other individuals that they would like to bring forward at this time. If there is not, at that point, I'd be more than willing to make a motion.

Mayor Winfield: I wanted to check in with the board, so do board members have any questions for Mr. Maxwell in regard to his proposal or have you come forward today with a similar proposal with someone in mind that you would like to bring forward to the board?

Supervisor Heinz: Mr. Chair, I have had some discussions with other local firms that might be, I think, worthy of consideration once we enter into the process for consideration for permanent counsel, but I do believe that for the reasons that General Maxwell outlined, that it does make sense to pursue this gentleman as interim counsel at this time.

Mayor Winfield: Mr. Maxwell, would you like to make a motion?

General Maxwell: Yes, sir, Mr. Chair. I would move that we instruct the executive director, with the help of a member of the board, to in a swift and immediate effort to enter into an agreement with Samuel Coffman of the Dickinson Wright Law Firm, who is also the general counsel of the Maricopa Association of Governments, to serve in an interim and temporary status as our special counsel until we have hired a full-time permanent legal counsel for the board.

Mayor Winfield: OK. There's a motion on the table, seconded by Supervisor Heinz. Discussion.

Mayor Murphy: Mr. Chair, does the General have any thoughts on who that board member would be?

Mayor Winfield: That's the question I had.

Mayor Murphy: Yeah, you as the chair, obviously, of RTA, but Mayor Winfield, that's if you're willing to do it, but –

General Maxwell: Mr. Chair, I would recommend that it would either be the chair, if it's not the chair, then at that point I'm more than willing to serve with this. Full disclosure, I have talked with Mr. Coffman, I was not going to put his name forward if he was unwilling or not wanting to get involved in this. Because of his experience and his ties to Tucson, he's more than willing to take this role. I do believe I'd be available, if necessary, to expedite this. I truly want to target the March 28 is the date to get this done, because I think we can get it done. They have municipality rates. It's not going to require retainer. It's literally just an hourly fee for the services that we ask of him.

Supervisor Heinz: Point of clarification, do you mean May 28?

General Maxwell: Sorry. Yes. May 28, prior to our May 29 meeting.

Mayor Winfield: I had the same, I thought it was March.

General Maxwell: No, sorry. I was born March 24, so it's still on my mind. I'm getting old and they're few and far between, but I'm comfortable, Mr. Chair, with any of us serving that capacity to work with the executive director. Every week we lose of not having legal counsel puts us farther behind on getting a plan to the point where we can get it to the voters, as I think is our responsibility.

Mayor Murphy: Right. Mr. Chair, just a point of clarification, I'm not sure if you've had any further thoughts about, I know you're going to be out of state on the 29th.

Mayor Winfield: I was just going to look at my calendar.

Mayor Murphy: I think we were looking at June 5, if I'm not mistaken, potentially.

Mayor Winfield: I don't know what, Mr. Moghimi, can you provide us with an update because that's in flux for next week's meeting.

Farhad Moghimi: Mr. Chair, members of the board, be happy to. As you recall, back in March when we discussed dates for meetings, there were a couple members at the time, including the chair, that mentioned you would not be in town for, so at the time, we did state that we'll try to identify an alternative date given the fact that if this motion passes, I think we would need a little time to be able to bring a contract to you. I would suggest that, at least for the purpose of this discussion, having the additional time would be helpful.

Mayor Winfield: For full disclosure, I will be out of town beginning tomorrow, I get back Sunday evening, and then I leave for out of state. In both instances, I'd

leave to go out of State on the 28th and we'll return on the 31st.

General Maxwell: Mr. Chair, for the record, I'll be out of town or out of the country for two weeks starting June 1, but I will make every effort to join virtually, if that's what's required to get to a quorum. I do believe time is of an essence now and we need to do it, but I'm very comfortable moving it to June 5, and if the executive director believes that that will give us enough time to get Mr. Coffman lined up, I'm comfortable with the shifting of the date as well, but I do believe it's important that we get this moving.

Mayor Murphy: Mr. Chair, I was going to be out of town, I won't be out of state, but I'll be out of town on the 29th as well, so I looked at June 5 and have that, I moved some things to have that locked in as well.

Mayor Winfield: Mr. Moghimi, do we have other board members, have you reached out for that June 5 meeting?

Farhad Moghimi: Not yet. Obviously, as soon as we're done here, we'll reach out to all the members that are not here and make sure that they're available, and we can have a quorum, but again, given the fact that if this motion passes, I think we need a few days to put a contract together and add it to the agenda, so I think, hopefully that's a reasonable time.

Mayor Winfield: June 5 would be reasonable?

Farhad Moghimi: Yes.

Mayor Winfield: Any objections?

Supervisor Heinz: No objections. I just wanted to let you know that Mayor

Romero has indicated that, through staff, that June 5 would be an available day for her.

Mayor Winfield: OK.

General Maxwell: Mr. Chair, do I need to amend the motion as such to reflect, so since June 5 is the meeting, I'd say no later than June 4. Have a package prepared to go to the board at the same time as we're negotiating or working with Mr. Coffman on that agreement, I think we can let him know that June 5 is the first day that we need his services, so I'll offer the amendment if I get a second –

Supervisor Heinz: I will accept that amendment, and with one point of clarification, Mr. Chair and General Maxwell, then we anticipate that our interim counsel will be present for our meeting starting June 5, just to clarify.

General Maxwell: Yeah. He said he would do everything he can and in coordination with the meeting schedule as we provide to him to be either physically present here in Tucson or be present via remote if necessary. Like I said, he does have some ties down here, so he's willing to come down to Tucson.

Mayor Winfield: OK. Any more discussion? All in favor say Aye.

Members: Aye.

Mayor Winfield: Any opposed? The ayes have it, 7-0. Is my math, right? OK, let's go to the discussion on the permanent counsel. Yes, General Maxwell.

General Maxwell: Mr. Chair, I know Mayor Murphy's got to get to a graduation tonight, I do believe the discussion of the permanent is important. I think we can have a cursory thing on it. I'd hate to move it too far down the avenue of setting

up firm and hard, fast process yet until we can get in and put in, we've got the majority, obviously, we have a quorum, but I think we'd like to get everybody's voices as well and it gives us more time to look at. I thought the executive did a nice job of outlining a possible process, but I know there's probably other things that we can plan to, and you are all way more experienced with hiring legal counsel. So I'll defer to you, but I'm willing to continue the conversation at your discretion or I'm also willing to move it, too.

Mayor Winfield: I think it'd be helpful to have some discussion, we've convened the meeting, folks have made an effort to come here. Again, my presumption is that you've reviewed the packet, but we don't necessarily need to prolong this, so I recognize –

General Maxwell: Mr. Chair, are you saying I have to slip my tee time?

Mayor Winfield: Comments on the, Supervisor Heinz.

Supervisor Heinz: Thank you, Chair. I do think that for any, I guess, any voting for process on permanent counsel, I would appreciate if we had you yourself as well as Mayor Romero present, just so we have the chair of both the RTA and PAG and I will just share recent experience. I was out of state recently and went to a similar-sized jurisdiction with a similar organization and sat down with their leadership just because I'm kind of still doing my homework a little bit myself here and I'm new to this, so I wanted to kind of see how other similar organizations run things, and I was really struck to find out that they did not have a lawyer present for their meetings, that they almost never went into executive session, and they were kind of confused when I asked how they handled that, because they don't really do that, and I said, well, what about an evaluation, for example, performance review, personnel issues, and for that they had like some outside counsel on retainer, of course, but there was not like an actual person, a counsel, an attorney at their meetings. For the evaluation specifically of their leadership of

their executive director on a whatever basis their committee did that, the director of HR went into the meetings, so they didn't even pull in the retained counsel for that. I only share that perspective, I'm not suggesting that that is the way we go forward, but as we talk about the need for or not a permanent legal counsel, it was a really surprising conversation for me to see that they just did not have an operating plan that really involved that much regular input from an attorney.

Mayor Winfield: Thank you, Supervisor Heinz.

Mayor Murphy: Mr. Chair.

Mayor Winfield: Mayor Murphy.

Mayor Murphy: Well, being the mayor for nine years down in Sahuarita, we've never not had an attorney present, not only at our meetings, but kind of as we've grown, including our commission meetings, especially our planning and zoning, we've always had an attorney present, and certainly if there's been any personnel issues, if nothing else, for the strict admonishment for open meeting laws, executive sessions, those types of things, so we've actually increased our presence just because of the scrutiny of the public and others to stay good and within the lines. I think as we're working through this process, I would want to, and we also have a fiduciary responsibility to our citizens, especially, well, on both sides, but especially the RTA side, to be well within the playing field, so to speak, I think that would be very important. My expectation would be we would have somebody here in person even with a firm that we work with, and he's based out of Phoenix, he's there every town council meeting and including our PNC meeting, so that's just my thoughts.

Mayor Winfield: Thank you, Mayor Murphy. I have a similar experience in my role as mayor for the past seven years. We certainly have an attorney that is at our council meetings, we have a number of boards and commissions, we have

an attorney present actually at each of those boards and commission meetings as well. I think that's a best practice, personally. Any other thoughts about, I have a couple thoughts on the material and I'm fine deferring this to the June 5 meeting for a more robust discussion, but I did note in the kind of list of responsibilities that there was no reference as far as the parliamentarian, so typically the attorney is the parliamentarian at board meetings like this. Also, I don't know if it's important to include dates of when we typically would meet as a board, as part of this, so there's some, that's not the breadth of their responsibilities, but I think it would be helpful so that they have a sense of how frequently we meet, and then the other is that it only makes reference to RTA, and I believe at least Mr. Benavidez was the attorney for PAG and RTA. Any thoughts about that? I think it's important that we have legal representation across both of those groups.

General Maxwell: Mr. Chair, I had the same question because it does reference to RTA, and I actually had, It took me a while to figure out that Mr. Benavidez was our counsel, and that's some of you are all, again, much more familiar. I personally agree that having a legal counsel present, the statement's always on there and under the title that we can enter into executive session at any time if we have, need legal advice on any of the issues we've got, but without counsel there, then we really can't, we can't get that advice, so we could get stuck. I fully agree and I do believe it's important that we recognize because I believe the answer to that question is it is PAG and RTA, and then the only other question I'd have, and the executive director may be able to help on this, too, is it really doesn't describe who signs the contract or who they're reporting to. There's a statement in there as part of their package that they have to say which member of the RTA personnel, so I assume that would also be the PAG personnel, would be the one that would oversee their performance. I do believe if the legal counsel is for us as a board, that should be one of our responsibilities, and we're the one that is overseeing their performance and we're the one they come to. Doesn't mean the executive director wouldn't have a role in coordination and facilitation

with that legal counsel, but I think it would be a stronger statement of delineation of the responsibilities of that counsel both to the board and what from our guidance provides the responsibility to the RTA, because I don't know if we've, I've heard we have other counsel that work specifically inside the PAG/RTA entity that doesn't work for us as a board. But I don't know that, and I just need more clarification on that role. I have been confused over that as we've dealt with issues in the past and even more so lately.

Mayor Winfield: Supervisor Heinz.

Supervisor Heinz: Thank you, Mr. Chair. To General Maxwell's point, I agree I've been a little confused, it's a little schizophrenic because it's the same nine of us that are the PAG and the RTA, but maybe the chair of RTA signs that agreement for the, maybe there are two contracts with the same firm, RTA and PAG, and then the chair of PAG signs one and the chair of RTA signs the other. Whatever we have to do, maybe we can ask our soon to be interim legal counsel what they recommend unless someone else understands that.

Mr. Chair: Mr. Moghimi.

Farhad Moghimi: I can respond to that. Correct, it's both PAG and RTA and attorney represents the governing body. The template specifically said RTA initially because we want to make sure that we have a conversation about that, and the reason for it is that when the RTA was created, there was also a memorandum of agreement between RTA and PAG, so basically sharing of resources and staff. That agreement spells out a little bit more that personnel, including the attorney, serve both entities, but I agree that it's probably helpful to have that additional information in here as well.

Mayor Murphy: Mr. Chair.

Mayor Winfield: Yeah. Mayor Murphy.

Mayor Murphy: When it was Mr. Benavidez, was it PAG that paid the whole bill or was the bill split between PAG meeting and RTA meeting on who pays?

Farhad Moghimi: Great question. Mr. Chair, members of the board, it's well defined depending on what services are being provided, there's certain services that are eligible for federal funding, so those are typically on the PAG side of the business, so the invoices were separate between PAG and RTA for that reason. But at the same time, we want to make sure that we have a good record of when services are provided for each entity and keep those records separate as well, but it's important to note, since you brought up the question, that there are certain services that are not eligible for federal funding, and we have to make sure that we identify those services if it's rendered, and then we don't get refunded from ADOT and federal agencies.

Mayor Winfield: Prior to the RTA, Mr. Moghimi, of course, PAG predated RTA, was there an attorney prior to RTA?

Farhad Moghimi: Good question. I was trying to remember if that was the case. To my knowledge, RTA was the main reason that PAG/RTA started bringing an attorney on, but Jacki was here before me, if you don't mind. Jacki do you remember before Thomas, we didn't have an attorney?

Jacki Ontiveros: I don't believe so.

Mayor Winfield: OK.

Farhad Moghimi: Yeah.

Mayor Murphy: Mr. Chair, to another point, our council, we hire three people.

We hire the magistrate, the town manager, and the attorney, which allows them to report to the board, and we do the evaluation with the attorney, so I don't know how everybody else does it, but that's how that's how we do it.

Mayor Winfield: Yeah, ours is the same, with one exception, we also have the chief of police who falls under the council of the Town of Oro Valley. Any other input in terms of what's been provided, General Maxwell?

General Maxwell: Mr. Chair, if it's a question we don't need to have answered today, that's fine, too, but it has nothing to do with that, it's more like, do we have more than just Mr. Benavidez that represents PAG and RTA at all as attorneys, either in house or out?

Farhad Moghimi: No, we do not. Over time we've had HR-related training sessions and opportunities that in coordination with Thomas, we've been able to bring other folks in to support that but not representing the governing body or the organization.

General Maxwell: Thank you. I think as we go through this process, it would be helpful to me to learn more about, and obviously it's insightful that we didn't have one before RTA or it doesn't appear, but it'd be more insightful for me to understand what that the person we're hiring's role inside the entities and inside the organization that the executive director runs would be so we understand where there are potential conflicts.

Mayor Winfield: Agreed.

Mayor Murphy: Mr. Chair, the other thing, go ahead, Chairman, that's OK.

Mayor Winfield: Chairman Jose.

Chairman Jose: Chairman and members of the board, I believe that I think it's a little bit premature, I think we need to work on getting an interim legal counsel and then we can kind of iron out all those valid questions that are being asked and move forward and to even kind to cover some of the areas that are kind of shady on representation of both PAG and RTA, I think moving forward, when we secure a permanent legal counsel. My thoughts are that we would move forward to secure an interim legal counsel and develop the process moving forward. Thank you.

Mayor Winfield: Thank you, Chairman Jose. I'm not in disagreement. We've made that motion and so that's going to move forward. I think there's some value in having at least preliminary discussion on some of these issues that have been raised. That way it'll make for a more fruitful conversation on June 5 would be my hope, and we're not going to belabor this, but any more input?

Mayor Murphy: One last thing was, we didn't have really a time frame, so I think coming back, I don't know what's necessarily reasonable on submittal due dates and how long do we put it out on the street, those are always conversations that we have when we do hire, how long do we put it out there. I think we've had good conversation on tweaking some of the requirements on there, but really just be at least be thinking about how long do we want to put it out there, and maybe the interim attorney can really weigh in from a perspective of what's reasonable, when they're busy and they have other things on their plate, what would be a good time frame to put out there. So kind of to Chairman Jose's point, they might have some good input on some of the things that we brought up today.

Mayor Winfield: OK. Well, with that, we will adjourn the PAG/RTA special meeting.

Supervisor Heinz: Did we vote?

Mayor Winfield: We already did vote.

Supervisor Heinz: OK.

Mayor Winfield: Vote for adjournment?

Supervisor Heinz: No, I just meant, but in terms of the next meeting, should we discuss, because we have unfinished business that we need to make sure is properly agendized, so would we want to ensure that we have the items we voted on previously on both of the June 5 meetings. I just want to make sure that happens, and if you need me to make a motion to make sure that happens, I will.

Mayor Winfield: Sure, Supervisor Heinz.

Supervisor Heinz: OK. I just want to make sure that we place on the agendas for both the PAG Regional Council and RTA Board of Directors meetings now for June 5, 2025, discussion, direction, action on executive director's current employment contract, consideration of appointment of interim executive director, as well as the continued consideration of the agenda item from today with regard to discussion for review of a process to hire permanent legal counsel for the RTA and PAG as needed.

Mayor Winfield: Second, is there a second?

Mayor Valenzuela: I'll second that.

Mayor Winfield: Mayor Valenzuela, discussion? Discussion. OK. All in favor, say aye.

Members: Aye.

Mayor Winfield: Any opposed? Nay. The ayes have it, 7-0. Now we can adjourn?

Mayor Murphy: Up to the chair.

Mayor Winfield: All right, the meeting is adjourned.

4. 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 May 22, 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 Adler

Dave Adler, 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](#)

SUBJECT: 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

Meeting	Meeting Date	Agenda Category	Agenda Item #
Joint RTA Board & Regional Council	June 16, 2025	Discussion	5

The RTA Board of Directors and the PAG Regional Council will review the recommendations provided by a working group, consisting of four Members of the PAG/RTA Board, which was tasked with reviewing potential law firms to serve as legal counsel to PAG/RTA on an interim basis. The resumes of the recommended law firms will be shared as received.

The RTA Board of Directors and the PAG Regional Council may also review, discuss and consider the procurement process for retaining legal counsel. They may also discuss the scope of services desired and the terms of a proposed contract, whether for interim and/or permanent legal representation.

The governing bodies may provide direction to staff in an open meeting regarding the initiation of a process to secure legal representation for both entities.

Background:

At the May 22, 2025, meeting, the RTA Board of Directors and the Regional Council of the Pima Association of Governments discussed extending an offer to Mr. Samuel Coffman of the Dickinson Wright law firm to provide interim legal counsel support. Mr. Coffman subsequently declined to represent the RTA Board and the PAG Regional Council, and recommended against the interim option due to the complexity of the legal issues that the counsel will need to provide advice on.

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 and the terms of a proposed contract, whether for interim or permanent legal representation.

The governing bodies may provide direction to staff regarding the initiation 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 contract(s) will need to be properly posted and discussed at a future meeting, following the completion of the selection process in compliance with the open meeting laws.

This memo outlines the recommended steps to initiate and complete a qualifications-based selection (QBS) process to identify and retain the most qualified firm or attorney for legal representation. Please note that a QBS is not a low-bid procurement method; rather, it prioritizes qualifications, experience, and the demonstrated ability to meet the organization's needs.

Step 1: Define the Scope of Legal Services

Prepare a detailed description of the legal services required, including the anticipated areas of representation, expected deliverables, and duration of the engagement.

Step 2: Issue a Request for Qualifications (RFQ)

Develop and publicly issue an RFQ inviting firms or individual attorneys to submit their qualifications. The RFQ should clearly state the evaluation criteria and emphasize that the selection will be based solely on professional qualifications and certification of no conflict of interest.

Step 3: Evaluate Responses

Establish a selection committee to review and evaluate all submittals based on predefined criteria such as:

- Relevant legal experience
- Qualifications and credentials
- Knowledge of applicable laws and regulations
- Capacity and availability to perform services
- Past performance and references

Step 4: Conduct Interviews (if necessary)

Shortlisted candidates may be invited for interviews to further assess their capabilities, approach to service delivery, and alignment with the organization's legal needs.

Step 5: Rank Firms or Attorneys

Based on the evaluations, rank the candidates in order of qualifications.

Step 6: Negotiate Scope and Fees

Begin negotiations with the top-ranked candidate to finalize the scope of work, terms of the engagement, and a fair and reasonable fee. If an agreement cannot be reached, move to the next-ranked candidate.

Step 7: Award and Execute Contract

Upon successful negotiation, finalize and execute a contract for legal representation with the selected firm or attorney.

ATTACHMENTS:

- Draft Request for Qualifications
- Draft Qualifications-Based Selection (QBS) Process Schedule

**PIMA ASSOCIATION OF GOVERNMENTS AND THE REGIONAL
TRANSPORTATION AUTHORITY OF PIMA COUNTY**

NOTICE OF REQUEST FOR QUALIFICATIONS

GENERAL LEGAL COUNSEL

Notice is hereby given that the Pima Association of Government and the Regional Transportation Authority of Pima County, hereinafter referred to as the "Entities," is conducting a competitive process to retain the best qualified law firm ("Counsel") to provide general legal services to the Entities.

Entities invite interested firms to submit written Statements of Qualifications relating to this solicitation. A Screening Committee will evaluate the firms' qualifications and experience. The firm determined to be best qualified will then be invited to enter into negotiations with Entities for a retainer agreement.

The legal counsel provides general legal advice to Entities Boards, which serve as the governing bodies of two separate and distinct entities. The legal counsel is required to attend all Board meetings and will also serve as the parliamentary advisor during Entities Board meetings, which are typically held on the fourth Thursday of each month from 12:00 noon to 5:00 p.m. Meeting dates are subject to change.

In addition to attending Board meetings, legal counsel provides legal guidance as needed to the Executive Director to support the administrative matters of Entities to comply with applicable legal requirements. This includes, but is not limited to, contract language review and legal certification of various documents.

The contract with legal counsel is managed by the Executive Director and must comply with all administrative requirements in accordance with federal and state agreements.

All submittals must be received by the due date and at the submittal location specified herein. **Any response received at the specified submittal location after the due date and time assigned will be returned unopened.** Entities reserve the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized, or all proposals are rejected.

SUBMITTAL DUE DATE	XXXX, XX, 2025 4:00 P.M. LOCAL AZ TIME
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SUBMITTAL LOCATION	PIMA ASSOCIATION OF GOVERNMENTS 1 E. BROADWAY BLVD, SUITE 401 TUCSON, AZ 85701
QUESTIONS SHALL BE DIRECTED TO:	XXXXXX 1 E. BROADWAY BLVD, SUITE 401 TUCSON, AZ 85701 Phone: (520) 792-1093

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A. SCOPE OF SERVICES

1. INTRODUCTION

Entities intend to retain a qualified law firm to provide general legal services. The work to be performed under this retainer agreement is intended to supplement the Entities normal ongoing workload. The successful firm shall provide as-needed legal services to both entities, and must be capable of providing advice and representation in the following areas of law:

- a. Arizona municipal corporations
- b. Arizona special taxing districts, particularly those governing the RTA of Pima County
- c. Arizona open meetings law
- d. Arizona conflict of interest law
- e. Arizona public records law
- f. Personnel
- g. Public finance and bonds¹
- h. Elections
- i. Banking
- j. Right-of-way acquisition and eminent domain
- k. Contracts and intergovernmental agreements
- l. Utility location/relocation

2. TIME OF PERFORMANCE

The term of this contract shall commence upon award and shall remain in effect until terminated by the Entities or Counsel.

3. FINANCIAL CONSIDERATIONS

- a. In consideration of the services performed under this contract, Entities shall pay Counsel in accordance with hourly rates negotiated prior to Entities entering into a retainer agreement with Counsel.
- b. Counsel shall not be reimbursed for normal business use mileage within Pima County. Work requiring travel outside of Pima County shall include reimbursement for travel and per diem expenses paid per current Entities allowances. Vehicle usage, lodging, and per diem expenses for out-of-town Counsel must be identified and approved in Counsel's cost proposal.

¹ The RTA anticipates retaining separate bond Counsel in addition to the firm retained as General Counsel.

- c. Counsel shall consider normal computer usage for daily activities as a part of overhead, except for direct costs for computerized legal research, which may be submitted for reimbursement with no markup.
- d. Entities will pay Counsel following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by Entities authorized representative confirming the services for which payment is requested.
- e. The invoice shall be submitted monthly based upon completed work and direct costs incurred.
- f. Direct expenses shall be paid at cost to Counsel and shall include no markup.
- g. Entities will review fully documented requests for a rate adjustment only after this retainer agreement has been in effect for one year. Entities will determine whether the requested rate adjustment or an alternate option is in the best interest of the Entities.

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B. INSTRUCTIONS TO OFFERORS

1. SUBMITTAL FORMAT

Original and 3 copies (4 total) of each submittal should be turned into PAG on any required forms and in the format specified in the solicitation. The original copy of the submittal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and relate to the solicitation. The sections of the submittal should be tabbed and clearly identifiable. Entities will not provide any reimbursement for the cost of developing or presenting the submittals in response to this solicitation. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the Offeror's submittal.

- a. *Where to send submittals.* In order to be considered, the Offeror must complete and send its submittal to Pima Association of Governments, 1 E. Broadway Blvd., Suite 401, Tucson, AZ 85701. The submittal must be received no later than by the specified opening date and time. The Offeror's submittal shall be presented in a sealed envelope with the OFFEROR'S NAME and RETURN ADDRESS written on the envelope. The words "SEALED SUBMITTAL" with SERVICE DESCRIPTION, DATE, AND TIME of SUBMITTAL OPENING shall be written on the envelope.
- b. *Inquiries.* Any question related to this solicitation shall be directed to XXXXX, whose contact information appears on the front side of this document. The Offeror shall not contact or ask questions of Entities for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at his sole discretion. Any correspondence related to a solicitation should refer to the appropriate page and paragraph number. However, the Offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed submittal and may not be opened until after the official submittal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written solicitation amendment will be binding.

2. CONTRACT NEGOTIATIONS

At the completion of the evaluation process, Entities will develop a short list of the most qualified offerors. Thereafter, Entities may enter into negotiations with the top ranked Offeror to determine fees, and to negotiate any other portion of the retainer agreement deemed by Entities to be necessary. In the event that Entities are not able to negotiate successfully with the top ranked Offeror, Entities shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to

cancel the solicitation in its entirety. An Award shall be made by Entities to the Offeror whose submittal and subsequent negotiation is most advantageous to it.

3. AWARD OF CONTRACT

Notwithstanding any other provision of the solicitation, the Entities reserve the right to:

- a. waive any immaterial defect or informality; or
- b. reject any or all offers, or portions thereof; or
- c. reissue the solicitation.

A response to this solicitation is an offer to enter into negotiations and come to agreement with Entities based upon the terms, conditions, and specifications contained in Entities' solicitation. Submittals do not become retainer agreements unless and until they are executed by Entities. All of the terms and conditions of the solicitation shall be incorporated into the retainer agreement, unless any of the terms and conditions are modified by a solicitation amendment, an agreement amendment, or by mutually agreed terms and conditions in the final agreement documents.

4. FAMILIARIZATION OF SCOPE OF WORK

Before signing a retainer agreement, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the solicitation and negotiated contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The signing of a retainer agreement shall constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

5. LATE PROPOSALS

Late submittals shall not be considered.

6. WITHDRAWAL OF SUBMITTAL

At any time prior to a specified solicitation due time and date, an Offeror (or designated representative) may withdraw the proposal by submitting a written request stating the reason for withdrawal.

7. AMENDMENT OF SOLICITATION

The Offeror shall acknowledge receipt of a solicitation amendment by signing and returning the document by the specified due time and date.

8. SUBMITTAL

The offer and any solicitation amendments must be signed and returned with the Offeror's submittal.

9. CONFIDENTIAL INFORMATION

If a person believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, then XXXXXXXX should be so advised in writing. Entities will review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

10. UPON NOTICE OF INTENT TO AWARD

The apparent successful Offeror shall sign and file with Entities, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the retainer agreement.

11. EXCEPTIONS TO AGREEMENT PROVISIONS

A response to any Request for Qualifications is an offer to enter into an agreement with Entities based upon the agreement provisions contained in this Request for Qualifications, including but not limited to the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the agreement provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of XXXXXXXX or his designee. If an offer is returned with modifications to the agreement provisions that are not expressly approved in writing by XXXXXXXX or his designee, the agreement provisions contained in this Request for Qualifications shall prevail.

12. PREPARATION OF SUBMITTAL

a. *Evaluation Requirements.* The evaluation will be conducted in accordance with the following plan:

(1) Screening Phase: The criteria for selecting firms shall be as follows:

- (a) Qualifications of the Firm
- (b) Firm Experience
- (c) Available Resources to Act as Counsel
- (d) Other Considerations, as Determined by the RTA
- (e) Preference for Local Firm
- (f) Interview
- (g) Past Performance (scored based upon all information from Entities member jurisdictions, outside agencies, and references provided by Counsel)

- (2) Interview Phase: Entities may choose to interview offerors either before or after developing the short list. In addition, the Entities reserve the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any party submitting a proposal.

- b. *Instructions for Submittal.* All submittals shall include any and all forms provided in this solicitation package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals, or mailgrams shall not be considered. The offer form shall be submitted with an original ink signature by the person authorized to sign the submittal.

Erasures, interlineations or other modifications in the submittal shall be initialed in the original ink by the authorized person signing for Counsel's offer. Periods of time, stated as a number of days, shall be in consecutive calendar days. It is the responsibility of all Offerors to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before sending in a submittal. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

Submittal for the projects shall be limited to a cover letter not exceeding two pages expressing interest and identifying a single individual as the point of contact for any future correspondence and a uniform questionnaire. Firms are advised to follow guidelines and submit only the requested information. A page is one side of an 8½" x 11" sheet (minimum font size is 11).

C. UNIFORM COUNSEL QUESTIONNAIRE

Firms will be screened based on evaluation of the following criteria, which are listed in relative order of importance.

1. EXPERIENCE AND QUALIFICATIONS OF FIRM

Provide experience and qualifications of key firm members. Identify firm experience on similar work or representing government clients.

2. FIRM EXPERIENCE ON SIMILAR WORK

- a. Provide the experience of the firm on similar work or representing government clients. Identify the type and location of the similar work and provide references who may be contacted.
- b. Identify up to three similar clients and demonstrate how the experience and knowledge gained makes your firm well qualified for this agreement and provide at least one reference for each client listed.

3. AVAILABLE RESOURCES TO COMPLETE THE PROJECT

Describe the analytical tools and resources available to and used by your firm that may be applicable to this work. Indicate the availability of the resources. Submit a typical organizational chart of personnel to be assigned to this representation together with the specific aspects of the representation to which the designated individual will be involved.

4. PAST PERFORMANCE

Scores shall be assigned based upon information obtained from member jurisdictions, outside agencies, and references provided by Counsel.

5. BILLABLE RATES

Provide your firm's current range of billable rates for this type of work, including the billable rates for attorneys anticipated to be primarily responsible for this work and explaining any government discount provided.

6. LOCAL FIRM STATUS:

Complete the following information to indicate local firm status:

Name of Firm:

Address:

Date office established in Pima County:

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS CORRECT:

AUTHORIZED SIGNATURE

DATE

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D. SPECIAL TERMS AND CONDITIONS

1. INSURANCE PROVISIONS

<u>COVERED AFFORDED</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statute
Commercial General Liability Insurance Including:	\$1,000,000 – Bodily Injury Combined Single Limit \$100,000 Property Damage
A. Products and Completed Operations	
B. Blanket Contractual	
C. Premises-Operations-Personal Injury	
Professional Liability Insurance (Errors and Omissions) See Special Conditions	\$5,000,000 (Minimum) Combined Single Limit

SPECIAL CONDITIONS:

- A.** Entities SHALL BE ADDED AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL LIABILITY POLICY.
- B.** Policies will not be cancelled or reduced in coverage without ten (10) days written notice to Entities.
- C.** Deductibles will be stated on the certificate of insurance and are subject to the review and approval of PAG.
- D.** Professional liability insurance limits will be increased for projects or contracts based upon the degree of risk to which Entities are exposed.
- E.** Professional liability insurance carried by Counsel must cover all elements of the project including professional services performed by subcontractors. If Counsel's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. Entities may require a copy of the professional liability insurance policy to verify coverage.

2. OTHER CONTRACTS

Entities may, at their sole option, enter into retainer agreements for additional work with other law firms. Counsel shall fully cooperate with such other law firms and with PAG employees to accommodate such other work. Counsel shall not commit or permit any act that interferes with the performance of such work by other law firms.

3. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, Entities shall pay Counsel in accordance with the negotiated retainer agreement rates, and Counsel shall charge Entities only in accordance with those same rates. Entities will pay Counsel following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by Entities authorized representative confirming the services for which payment is requested.

4. AMENDMENTS

Amendments to this solicitation may be obtained from Entities office noted above. It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. Entities take no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.

5. CONTRACT TERM

The term of this retainer agreement shall commence upon award and shall remain in effect until terminated by Entities or Counsel.

E. STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation, the following definitions shall apply:

- a. **Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.
- b. **Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, Entities may, at its sole option, ask the Offeror to provide the information or evaluate the submittal without the information.
- c. **May:** Indicates something that is not mandatory but permissible.
- d. **PAG:** Pima Association of Governmnets, 1 E. Broadway Blvd, Suite 401, Tucson AZ 85701
- e. **RTA:** Regional Transportation Authority, 1 E. Broadway Blvd, Suite 401, Tucson AZ 85701
- f.
- g. **Counsel or Firm:** Used interchangeably in referring to legal services.
- h. **Evaluation Committee:** The committee established to formally evaluate proposals according to the evaluation criteria listed herein.
- i. **Joint Venture:** Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
- j. **Retainer Agreement:** The legal agreement executed between Entities and Counsel.
- k. **Project Manager:** The Entities employee specifically designated as responsible for monitoring and overseeing Counsel's performance under this retainer agreement.

2. NOTICE TO PROCEED

Counsel agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.

3. RECORDS

Internal control over all financial transactions related to this retainer agreement shall be in accordance with sound fiscal policies. The Entities may, at reasonable times and places, audit the books and records of Counsel. Said audit shall be limited to this retainer agreement and its scope of services.

4. COUNSEL'S RESPONSIBILITY

- a. Counsel shall be responsible for producing professional quality work under this agreement. When corrections are required because of a deficiency in the services provided under this agreement, the Entities shall consider the extent to which Counsel may be reasonably liable.
- b. Neither the Entities review, approval or acceptance of, nor payment for, the services required under this retainer agreement shall be construed to operate as a waiver of any rights under this retainer agreement or of any cause of action arising out of the performance of this retainer agreement, and Counsel shall be and remain liable to the Entities in accordance with applicable law for all damages to the Entities caused by Counsel's negligent performance of any of the services furnished under this retainer agreement.
- c. If Counsel is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- d. Counsel agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm admitted to the State Bar of Arizona.
- e. Counsel shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on other documents notwithstanding prior approval by the Entities.
- f. By signing the retainer agreement, Counsel affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

5. ADDITIONAL COMPENSATION

- a. Counsel shall submit a written proposal and secure the Entities written approval of same prior to the performance by Counsel of any work for which additional compensation will be requested.
- b. Without the Entities prior written approval of the proposed work and the fee, therefore, the Entities will not consider payment of any sums other than those already set forth under the agreement.

6. EXCLUSIVE POSSESSION

All work of authorship, resulting from this agreement, shall become property of the Entities. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this agreement are the sole property of the Entities. Property of the Entities shall not be used or released by Counsel or any other person except with prior written permission by the Entities.

7. ADVICE AND CONSULTATION

Counsel shall be available to the Entities for advice and consultation on questions which may arise during the course of this agreement.

8. PUBLIC HEARINGS

Counsel shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this agreement.

9. TIME RECORDS

Counsel shall maintain complete, current and daily records covering all hours actually worked. The Entities shall have the right to audit and/or examine such records at any time during the progress of this agreement and shall withhold payment if such documentation is found by the Entities to be incomplete or erroneous.

10. PROTEST PROCEDURE

If a firm believes that the Entities have not properly followed the selection procedures, the firm may file a written protest with the Entities. A protest of a Request for Qualifications shall be received by the Entities before the solicitation

opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:

- a. The name, address, and telephone number of the protester;
- b. The signature of the protestor or its representative;
- c. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- d. The form of relief requested.

11. CERTIFICATION

By signature in the offer section of the Offer page, Counsel certifies:

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. Counsel shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- c. Counsel has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- d. Counsel submitting the offer hereby certifies that the individual signing the offer is an authorized agent for Counsel and has the authority to bind Counsel to the retainer agreement.

12. TERMINATION OF CONTRACT:

- a. The Entities may terminate this agreement in whole or, from time to time, in part, for the Entities convenience or because of the failure of Counsel to fulfill the obligations set forth in the agreement. Upon receipt of the notice of termination, Counsel shall 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver the information and materials accumulated in performing this Contract, whether completed or in process, to the Entities.
- b. Upon termination, the Entities shall pay Counsel for all work actually performed through the date and time of termination.

13. ARBITRATION

No provision of the agreement relating to arbitration or requiring arbitration shall apply to or be binding upon the Entities except by the Entities express written consent given subsequent to the execution of the agreement. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Counsel shall continue to render the services required by this agreement without interruption, notwithstanding the provisions of this section.

14. INDEPENDENT COUNSEL

- a. It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- b. Counsel shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the Entities, and that such days do not accumulate for the use of same at a later date.
- c. The Entities will not provide any insurance coverage to Counsel, including Worker's Compensation coverage. Counsel is advised that taxes or Social Security payments shall not be withheld from an Entities payment issued hereunder, and that Counsel should make arrangements to directly pay such expenses, if any.

15. NON-EXCLUSIVE AGREEMENT

Any agreement resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Entities. The Entities reserves the right to obtain like services from another source when necessary.

16. AFFIRMATIVE ACTION

Counsel agrees to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, marital status and/or familial status, and who agree and are responsive to the Entities goals.

17. AMERICANS WITH DISABILITIES ACT

Counsel shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. § 12101-12213, and applicable federal regulations under the Act.

18. CONFIDENTIALITY OF RECORDS

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

19. GRATUITIES

The Entities may, by written notice to Counsel, cancel this agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Counsel or any agent or representative of Counsel, to any officer or employee of the Entities. In the event this agreement is canceled by the Entities pursuant to this provision, the Entities shall be entitled, in addition to any other rights and remedies, to recover or withhold from Counsel the amount of the gratuity.

20. APPLICABLE LAW

This agreement shall be governed by the law of the State of Arizona, and suits pertaining to this agreement shall be brought only in Federal or State courts in the State of Arizona.

21. AGREEMENT

The final agreement document shall be written and shall be based upon the Request for Qualifications issued by the Entities, the offer submitted by Counsel in response to the Request for Qualifications, and any negotiations entered into and changes agreed upon by both parties. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the

Request for Qualifications. The Entities reserve the right to clarify any agreement terms with the concurrence of Counsel; however, any substantial non-conformity in the offer, as determined by the Entities, shall be deemed non-responsive and the offer rejected. The agreement shall contain the entire agreement between the Entities and Counsel relating to this requirement and shall prevail over any and all previous agreements, proposals, negotiations, purchase orders, or master agreements in any form.

22. AGREEMENT AMENDMENTS

This agreement shall be modified only by a written agreement amendment signed by the Entities and persons duly authorized to enter into agreements on behalf of Counsel.

23. PROVISIONS REQUIRED BYLAW

Each and every provision of law and any clause required by law to be in the agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the agreement shall forthwith be physically amended to make such insertion or correction.

24. SEVERABILITY

The provisions of this agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the agreement which may remain in effect without the invalid provision or application.

25. INTERPRETATION - PAROL EVIDENCE

This agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

26. ASSIGNMENT – DELEGATION

Counsel's rights and obligations may not be assigned or delegated without the express written approval of the Entities.

27. RIGHTS AND REMEDIES

No provision in this document or in Counsel's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of agreement. The failure of either party to insist upon the strict performance of any term or condition of the agreement or to exercise or delay the exercise of any right or remedy provided in the agreement, or by law, or the acceptance of services or obligations imposed by this agreement or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the agreement.

28. ACKNOWLEDGMENTS

Counsel acknowledges that all services delivered under this agreement shall conform to the specifications of this agreement. Mere receipt of services specified and any inspection incidental thereto by the Entities, shall not alter or affect the obligations of Counsel or the rights of the Entities under the foregoing warranties. Additional warranty requirements may be set forth in this document.

29. INDEMNIFICATION

To the fullest extent permitted by law, Counsel, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Entities, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Counsel relating to work or services in the performance of this agreement, including but not limited to, any Sub-Counsel or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Counsel's employees.

30. DUTY TO DEFEND

Counsel shall, at its own expense, defend the Entities, and its officers and employees, collectively from any and all claims, demands, costs and liabilities of every kind and description arising or alleged to have arisen from any negligent act or omission, or willful misconduct of Counsel, or its employees or agents, in connection with the performance or nonperformance of this agreement.

31. RIGHT TO ASSURANCE

Whenever one party to this agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation with this agreement.

32. ADVERTISING

Counsel shall not advertise or publish information concerning this agreement without prior written consent of the Entities.

33. WORK SCHEDULE

The Counsel shall adhere to any and all work schedules developed under this agreement.

34. FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this agreement if and to the extent that such party's performance of this agreement is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-Counsel unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- b. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by agreement modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this agreement.

35. PAYMENT

A separate invoice shall be issued for each service performed, and no payment shall be issued prior to receipt of service and correct invoice. The Entities shall make every effort to process payment for services within twenty-one (21) calendar days after receipt of services and a correct invoice.

36. LICENSES

Counsel shall maintain current status admission to the State Bar of Arizona.

37. COST OF PROPOSAL PREPARATION

The Entities shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.

38. PUBLIC RECORD

All proposals submitted in response to this request shall become the property of the Entities and shall become a matter of public record available for review subsequent to the award notification.

39. SUBSEQUENT EMPLOYMENT

The Entities may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement, on behalf of the Entities, or becomes, at any time while this agreement or any extension of the agreement is in effect, an employee of, or a Counsel to any other party to this agreement with respect to the subject matter of the agreement. Such cancellation shall be effective when written notice from the Entities is received by the parties to this agreement unless the notice specifies a later time.

40. CONTINUITY

Counsel shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this agreement. Supporting documents, files, and records shall be retained by Counsel for at least five (5) years after the termination of this agreement.

F. OFFER

TO THE RTA:

The Undersigned hereby offers and agrees to enter into negotiations with the Entities to provide the compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this offer, contact:

FIRM NAME

NAME

ADDRESS

PHONE

CITY / STATE / ZIP

FAX

SIGNATURE OF PERSON AUTHORIZED TO SIGN

PRINTED NAME

TITLE

Qualifications-Based Selection (QBS) Process Schedule for Professional Services (Legal or Other)

Subject to applicable Arizona Revised Statutes and PAG procurement policies.

PUBLICATION DATE: POST THE SOLICITATION ON JUNE XX, 2025:	<ul style="list-style-type: none"> Advertising Requirement: Minimum publication must meet statutory and policy requirements. <p>Note: Previously, requirements were a minimum of four consecutive days in a daily publication or two weeks in a weekly publication (e.g., Territorial). Confirm current statutory requirements before publishing.</p>
PROPOSAL SUBMITTAL DEADLINE:	<ul style="list-style-type: none"> Minimum of two weeks from the publication date (three weeks preferred).
QUESTION & ANSWER PERIOD:	<ul style="list-style-type: none"> Questions must be submitted no later than one week prior to the proposal deadline. PAG/RTA staff will respond to all submitted questions within three (3) working days.
COMPLIANCE REVIEW:	<ul style="list-style-type: none"> Within two (2) working days after the submittal deadline, PAG/RTA staff will review all Statements of Qualifications (SOQs) to confirm compliance with submittal requirements. Non-compliant submittals will be disqualified. Maintain thorough documentation of this compliance review.
PANEL REVIEW PREPARATION:	<p>Option 1 (preferred):</p> <ul style="list-style-type: none"> Within one (1) week following the submittal deadline, schedule the panel review meeting. Provide all compliant SOQs (and optionally disqualified SOQs for transparency) and scoring sheets to the panel at that time. <p>Option 2:</p> <ul style="list-style-type: none"> Distribute compliant SOQs and scoring sheets to the panel one (1) week prior to the scheduled review meeting. <p>Note: Consider whether to include disqualified SOQs for context.</p>

PANEL EVALUATION:	<ul style="list-style-type: none">• The panel will rank offerors based on qualifications at the scheduled meeting.• The panel will make a recommendation to the Board to award a contract.
BOARD APPROVAL AND AWARD OF CONTRACT:	<ul style="list-style-type: none">• The Board at a duly authorized meeting may award the contract and authorize the Executive Director to enter into negotiations with the top-ranked firm.
NEGOTIATION PERIOD:	<ul style="list-style-type: none">• Allow one (1) week for negotiation of contract terms with the top-ranked firm and execution of a contract between the parties.

SUBJECT: Executive Session

Meeting	Meeting Date	Agenda Category	Agenda Item #
Joint RTA Board & Regional Council	June 16, 2025	Discussion	6

Pursuant to A.R.S 38-431.03 (A) (1), Executive Session to discuss appointment of Interim Executive Director of Pima Association of Governments (PAG) and Regional Transportation Authority (RTA).

The governing bodies may provide direction to staff in an open meeting regarding any action taken in closed executive session.

SUBJECT: Executive Session

Meeting	Meeting Date	Agenda Category	Agenda Item #
Joint RTA Board & Regional Council	June 16, 2025	Discussion	7

Pursuant to A.R.S 38-431.03 (A) (3) [azleg.gov], Executive Session to receive legal advice regarding Non-Disclosure Agreements enacted by the former Executive Director with departing and/or former PAG/RTA Staff.

The governing bodies may provide direction to staff in an open meeting regarding any action taken in closed executive session.

SUBJECT: Appointment of Interim Executive Director

Meeting	Meeting Date	Agenda Category	Agenda Item #
Joint RTA Board & Regional Council	June 16, 2025	Discussion	8

Action: The Regional Council of Pima Association of Governments and the Regional Transportation Authority Board of Directors will appoint an Interim Executive Director.

The governing bodies may provide direction to the appointed Interim Executive Director and staff in an open meeting regarding this action.