

Special Meeting

Regional Council Meeting

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

Virtual Meeting

Public Access to Meeting Audio/Presentation (if technologically available):

[YouTube Live Video Link](#)

Notice is hereby given to the public and to the Council's members that the Regional Council of Pima Association of Governments will have a meeting at the above stated time and location. 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 Regional Council 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.

PAG is a private, nonprofit {501(c)4} organization designated as the federally required metropolitan planning organization for Pima County.

PAG meeting agendas requiring public notice are posted at the official address referenced above and are available for public review during official PAG business hours, excluding weekends and legal holidays.

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

Alternatively, a virtual call-in option subject to technological availability may be available for comments under the Call to the Audience item on the Regional Council meeting agenda. Interested members of the public must email info@PAGRegion.com 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 Regional Transportation Authority's Board of Directors is present. However, in compliance with state open meeting laws, no issues related to the RTA will be discussed or acted upon during the Regional Council meeting.

Council Description: *Develop, adopt and/or endorse policies, plans, reports and other submittals related to regional problems and needs that require action on an areawide or regional basis, including air quality, water quality, transportation, land use and human services. Involve local and state governments in a voluntary and cooperative manner to develop regional solutions. Act in its capacity as the federally required and state-designated metropolitan planning organization and as the U.S. Environmental Protection Agency-designated lead agency for air, water quality and regional solid waste planning for the greater Tucson region.*

"We encourage and uphold the importance of regional collaboration as the PAG Regional Council 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 and Roll Call

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 Council's files. The Call to the Audience is limited to 30 minutes. Those wishing to address the Council should follow the instructions above under the Special Notice prior to the meeting to specify the topic to be addressed. Individual Council members may respond to criticism made by those individuals who have addressed the Council and may ask staff to review the matter. However, the Council will not discuss or act on a matter raised during a Call to the Audience that is not already on the agenda.

Prior to making comments, we ask speakers to disclose if they are representing or speaking on behalf of another person or entity.

STAFF MEMO	
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3. Meeting Summary Approval

The Regional Council will consider corrections and may amend the draft meeting summary of June 4, 2026, during the meeting prior to approval.

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

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

4. Short Range Transit Plan (SRTP) Award of Contract

Staff will share details regarding the SRTP consultant selection process and recommended contract award for the Board's consideration and potential approval.

Action: The Regional Council will be asked to authorize the PAG Executive Director to negotiate a contract with KFH Group to conduct the regional Short Range Transit Plan (SRTP). In the event a contract acceptable to both parties cannot be reached, the RTA Executive Director is authorized to discontinue

negotiations with KFH Group and begin negotiations with the second-ranked bidder, Kimley Horn.

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

5. Adjournment

The Regional Council meeting packet containing material related to the meeting is available at: <https://pagregion.com/get-involved/events/> for public review. 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.

PAG 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 #
Regional Council	August 6, 2026	Information	2

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

SUBJECT: Meeting Summary Approval

Meeting	Meeting Date	Agenda Category	Agenda Item #
Regional Council	August 6, 2026	Action	3

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 August 6, 2026, meeting, Regional Council members are asked to please review the June 4, 2026, meeting summary in this meeting packet and submit written suggestions to staff (jontiveros@PAGregion.com) to request amendments 24 hours prior to the August 6, 2026, meeting.

During the August 6, 2026, meeting, the Regional Council may consider suggestions and may amend the draft summary prior to approval.

Regional Council Meeting Summary

Meeting Summary of Thursday, June 4, 2026

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

"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 Joe Winfield
Chairman Julian Hernandez
Chairman Verlon Jose

Regional Council Members Absent: Mayor Regina Romero
Mayor Roxanna Valenzuela

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

The following is an audio-to-text transcription of the **Regional Council Meeting held on Thursday, June 4, 2026**, and is being used as the written summary of the discussion. Minor changes were made to the transcription to include grammar 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 (12:08 p.m.)

[Item #1 Video Link](#)

MEMBERS PRESENT AT ROLL CALL:

- Mayor Joe Winfield
- Mayor Tom Murphy
- General Ted Maxwell
- Mayor Jon Post
- Supervisor Matt Heinz
- Chairman Verlon Jose

Mayor Post: We do have a quorum. Please stand for 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 Post: Thank you. Call to the audience. Do we have any speakers?

3. Call to the Audience (Remote Access Option)

[Item #3 Video Link](#)

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

Mayor Post: No speakers. Moving right along, meeting summary approval.

4. Meeting Summary Approval

[Item #4 Video Link](#)

Mayor Winfield: Motion

General Maxwell: Second

Mayor Post: We have a motion and a second. Any discussion on that motion?
All those in favor?

All: Aye.

Mayor Post: Opposed? Motion passes. Consent Agenda?

5. Consent Agenda Items

Item #5 Video Link

- a. Program Highlights Report
- b. Contracts and Agreements Report
- c. Simulation-based Land Use Model Development
- d. Travel Demand Model Software Upgrade

Mayor Post: Mr. Ortega, you have something you want to ...

Michael J. Ortega: I do not, unless there are questions. The recommendation is to move the entire slate on the consent agenda.

Mayor Post: Do I have a motion for that?

Mayor Murphy: Move to approve.

Mayor Winfield: Second

Mayor Post: We have a motion and a second. Any discussion? Hearing none.
All those in favor?

All: Aye.

Mayor Post: Opposed? Motion passes. Item 6. Mr. Ortega?

6. FY 2025-FY 2029 PAG Transportation Improvement Program (TIP) Amendment #2025.050

[Item #6 Video Link](#)

Michael J. Ortega: Mr. Chair and members of the Board, this is a transportation improvement program amendment. It's for 5311 and 5339 grant programs. This is pretty much a standard thing we do every year. Both the TPC and the Management Committee have recommended approval.

Happy to answer questions. I do have staff available if there are any questions.

Mayor Post: Do we have any questions for staff? Hearing none, do we have a motion?

Mayor Winfield: Move to approve.

General Maxwell: Second

Mayor Post: We have a motion and a second. Any discussion? All those in favor?

All: Aye.

Mayor Post: Opposed. Motion passes. Item 7. Mr. Ortega.

7. (Federal) Surface Transportation Reauthorization Bill Update

[Item #7 Video Link](#)

Michael J. Ortega: Thank you, Mr. Chairman. This is a regular agenda item on federal and state legislative issues that are out there, the biggest, obviously, is the surface transportation reauthorization act. We have invited Mr. Racy to give some brief comments on that, and happy to answer questions after that, so I'd like to turn it over to Mr. Racy.

Mayor Post: Welcome, Mr. Racy.

[Mr. Racy Presentation Link](#)

Mayor Post: Board Member Maxwell, you have a question? I've been watching you. You've been chomping at the bit to go.

General Maxwell: Thank you, Mr. Chair. If it goes down to a CR at the federal level, the IIJA had a lot of one-time dollars in it, as well. Is it going to be just the continuing resolution at the baseline programmatic amounts, or are they talking about doing the full funding for the IIJA?

Mr. Racy: Mr. Chairman, General Maxwell, this is a pure guess, but I'm virtually certain it will not be the entire program. It will not be all the additional funding. It will be the baseline, but maybe a few cherry-picked additions, again, to get the votes to get a CR done.

General Maxwell: I just wanted to confirm one other thing, and that's you said right now the gas tax is being discussed. I 100% agree with you, it's an awful idea. The 18 cents, you could double the gas tax, and nobody would notice it.

Mr. Racy: We desperately need to in Arizona.

General Maxwell: Yes, I wasn't saying that's what we proposed in the state legislature, but they could double the gas tax, and nobody would notice it. The gas tax, right now they're talking about it, will be backfilled, so there'll be no harm done to any of the states from the highway use or federal.

Mr. Racy: That's the proposal.

General Maxwell: Okay.

Mr. Racy: The devil is in the details. That was the proposal and the state proposal, as well, and it was defective. It wouldn't have fully backfilled. The federal one, I think, will come closer because of the way they'll do it, but we'll see.

General Maxwell: Thank you. Thank you, Mr. Chairman.

Mayor Post: Yes, sir. Any other questions for Mr. Racy? Thank you very much.

Mr. Racy: Members, thank you very much. As always, you and your staff reach out with anything, state or local, as we try to wind up at least the state session. Thank you again.

Mayor Post: Welcome to Board Members Heinz and Jose. Appreciate you, guys. Item 8? Mr. Ortega?

8. PAG Resolution Regarding Regional Funding

[Item #8 Video Link](#)

Michael J. Ortega: Thank you, Mr. Chairman. This was an item that was requested by Board Member Winfield to memorialize. If you recall, when we put the RTA next plan together, there was an expectation that the first five years of regional funding, particularly the HURF and STBG monies, would be allocated towards finishing the RTA One projects. The thought is to memorialize that now by resolution.

Now, keep in mind that the way it was actually worded on the ballot, it had a number. It was actually \$237 million. What I thought is we put the resolution together with the target as the number so that if we achieve that earlier, then we're able to cease that, if you will, at that time. This resolution does that. The spirit and intent is that if it does not happen, then an item would be brought back to the board and/or to the regional council in 2031. That's all, Mr. Chairman.

Mayor Post: Is there any discussion on this item? Board Member Winfield, would you like to make a motion?

Mayor Winfield: Move to approve.

Mayor Post: There you go.

General Maxwell: I enthusiastically make a second.

Mayor Post: We have a motion and a second, all those in favor?

All: Aye.

Mayor Post: Opposed? Motion passes. Thank you. Item 9, Mr. Ortega.

9. Pima Association of Governments' (PAG) and Regional Transportation Authority (RTA) Committee Restructuring Proposal

[Item #9 Video Link](#)

Michael J. Ortega: Thank you, Mr. Chairman. This is a continuing conversation about the committee restructuring that we have discussed previously. We do have an updated presentation with some recommendations. Very interested in your feedback on it if you would. With that, I'll turn it over to Sheila Storm, who's been working on this for us. Sheila?

Mayor Post: Welcome. Thank you.

[Sheila Storm Presentation Link](#)

Mayor Post: Thank you, do we have any questions?

Mayor Murphy: Mr. Chair? Well, I love the work that's been done because I know we're continually working on ways to deliver \$200 million worth of projects as opposed to 50 million, which we've only been able to do before, so I love that the council has a lot more feedback relative. Can you go to the first slide? Sorry, it has to go all the way back to the first slide. I'm sorry, the second slide, the fixed one.

So, especially on the RTA side, everything eventually comes back through us. My only question is on the advisory, the PAG Management Committee, if there's any drama or anything below that, do they have the ability to work with the Executive Director and get it to the governing body? I just see that. I'm not expecting an impediment, but if there is one, is there a way for them to get to us?

Michael J. Ortega: Excuse me, Mr. Chairman, Mayor Murphy. So what we could do... The short answer is yes. It doesn't look that way, I can see that, but what we could do is put a dashed line to the Executive Director, as well, so that the spirit and intent here is for that information to surface unfiltered directly to the Regional Council or to the Board. What we can do is put a dashed line there to the Executive Director so that there is an opportunity. It's obvious that there'll be interaction there. The spirit and intent is there would be a staff report on any of that, but I like your thought there. If you're okay with it, we'll put a dashed line there to the Executive Director.

Mayor Murphy: I'm just trying to eliminate any way of anything getting stuck, so to speak.

Michael J. Ortega: Sure, I like it. I think that will work.

Mayor Murphy: Thank you.

Mayor Post: Board Member Maxwell?

General Maxwell: Mr. Chair, thank you. My question is really along the exact same lines. I like the idea that we're going to have the Technical Management Committee, and I'm talking the RTA side and the CART committee reporting direct to the governing body. My fear is, what's the Executive Director's role inside of both those committees? Are you a sitting member? Because I think without the Executive Director at least involved in those meetings and conversations ... love citizens running things, but they don't always understand all the laws and rules. I think that you can either be in an advisory capacity or as a sitting member. I don't know if that's been thought out on at least those two committees and possibly the PAG Management Committee, as well.

Michael J. Ortega: Mr. Chairman, Board Member Maxwell, very simplistically, think of it this way. Any item that comes before you has a staff recommendation. The Executive Director has a piece of that, if you will, in terms of whatever the recommendations are that come here. I think to Mayor Murphy's point, it's how do we make sure that stuff doesn't get stuck? That's one component.

The other component is all of the committees, they have staff liaisons, and so the staff is part of that discussion. We're not voting members necessarily, but we are definitely at the table. We make sure that the OML is met. We make sure that the meeting minutes are kept, those kinds of things. I think that we've got that pretty well covered in terms of making sure that we are helping the conversation along.

Now, I do see a scenario that could occur, which is if, say, the Management Committee has a recommendation, it could be that it's a different recommendation from the staff. That's okay, because that gives you the opportunity to have as many options available to then make a decision at the governing board level.

General Maxwell: I agree. It could be completely within the scope of how it's written. My ultimate concern is whether the staff has got to be empowered with your approval to power, and they have to be willing to speak up if one of the other committees just starts going down something. I don't want them wasting a two-hour discussion at the CART committee just to find out that's illegal and you

can't do it. I just want to make sure that we have enough of the interaction and empowerment of the staff not to run the meetings, not to set the agendas, not to overpower. That's for the heads of those two, the advisory and the oversight committees, but there's got to be enough of a voice to see if you've got somebody going off the island in a different direction.

Michael J Ortega: Mr. Chairman, we'll try to keep everyone on the island if we can. I think what's going to be important there is really looking at the bylaws and making sure that the bylaws address a lot of those issues, as well as the charters. The charters can help with some of that as well to make sure that, A, it doesn't get stuck and, B, that there is adequate interaction with the staff as projects or issues are brought forward.

General Maxwell: Thank you. Thank you, Mr. Chair.

Mayor Post: Anybody else?

Michael J Ortega: Mr. Chair, before you move on, I just wanted to make a point on the next slide, I think it is, or two slides down. We did not list the Wildlife Linkages Working Group. I wanted to make sure that I let you know that that is on our radar. I know that Kate and Carolyn are probably listening. I want to make sure they hear that we haven't forgotten about them. That is part of what we're working towards. That is going to be a working group or continue to be a working group. Now, just an omission there, I wanted to make sure I pointed it out. Thank you.

Mr. Chairman, we were looking for direction, unless if you have an opportunity to give us some direction, I'm sure like that at this point, on what we had recommended here. Thank you, Sheila.

Mayor Murphy: Mr. Chair? Does it require a motion? I was just thinking that when I saw coming back in September, that I'm fine with a couple of comments that have been made by you and me, and the General that...

Mayor Post: We didn't hear anybody say no.

Mayor Murphy: Yeah.

Michael J. Ortega: As long as it's clear, we're going to bring this back to you in September. We're golden. Thank you.

Mayor Post: Moving right along, future agenda items?

10. Request for Future Agenda Items

[Item #10 Video Link](#)

Mayor Post: Hearing none, we need an executive session, Lisa Ann?

11. Executive Session

[Item #11 Video Link](#)

Lisa Ann: We do, but it's pretty short. I don't know if you want to hold it now or if you want to recess and then have both, because there's an RTA.

Mayor Post: There's an RTA one, as well, why don't we hold them at the same time. Motion to adjourn?

Mayor Murphy: Well, we recess.

Mr. Chair: Recess. Motion to recess? Or just recess? Just recess. Thank you.

****At 1:47 p.m. Regional Council entered a motion and second to hold Executive Session: [Vote for Regional Council Executive Session](#)***

Mayor Post: I need to have a motion for the PAG board to go to executive session.

Mayor Winfield: Motion.

Mayor Post: Do I have a second?

General Maxwell: Second.

Mayor Post: All those in favor?

All: Aye.

Mayor Post: We are in executive session.

12. Adjournment

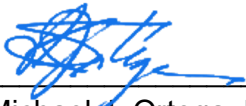
[Item #12 Video Link](#)

Mayor Post: We are adjourned.

The meeting was adjourned at 2:24 p.m.

CERTIFICATION

I hereby certify that the foregoing is a meeting summary of the Pima Association of Governments (PAG) Regional Council meeting held on June 4, 2026. This summary is not intended to be verbatim. It serves as the summary of action items taken at the meeting upon approval by the PAG Regional Council. 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 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: [Recorded Meeting \(YouTube\)](#)

SUBJECT: Short Range Transit Plan (S RTP) Award of Contract

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

REQUESTED ACTION/SUGGESTED MOTION

The Regional Council will be asked to authorize the PAG Executive Director to negotiate a contract with KFH Group to conduct the regional Short Range Transit Plan (S RTP). In the event a contract acceptable to both parties cannot be reached, the RTA Executive Director is authorized to discontinue negotiations with KFH Group and begin negotiations with the second-ranked bidder, Kimley Horn.

ASSOCIATED OWP WORK ELEMENT/GOAL

Work Element 40, Regional Transportation Planning

SUMMARY

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

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

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

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

PRIOR BOARD AND/OR COMMITTEE ACTION

None.

FINANCIAL CONSIDERATIONS

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

TECHNICAL, POLICY, LEGAL OR OTHER CONSIDERATIONS

None.

ATTACHED ADDITIONAL BACKUP INFORMATION

- Draft SRTP Contract.
- Notice of Award Letter

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

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

WITNESSETH:

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

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

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

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

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

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

A. SCOPE OF WORK

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

B. SPECIAL TERMS AND CONDITIONS

1) Key Personnel:

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

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

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

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

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

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

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

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

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

C. GENERAL TERMS AND CONDITIONS

1) Key Terms and Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18) Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Invoices for payment will be submitted by mail to:

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

OR
Finance@pagregion.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Pima Association of Governments

CONTRACTOR

Michael J. Ortega, P.E.

As PAG Executive Director and Not Personally

Ken Hosen, Senior Advisor

KFH Principal

Date: _____

Date: _____

APPENDIX A
SCOPE OF WORK

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

Scope of Work

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

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

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

Project Deliverables

The key objectives for this planning study are to:

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

MILESTONES

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

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

January 23, 2026

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

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

Dear Dr. Jeremiah,

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

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

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

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

Sincerely,



Tina Munoz
Transit Group Manager

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