



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 1/4/2022

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Youth Outdoor Experience, DBA Ironwood Tree Experience

***Project Title/Description:**

Youth for Blue Skies Program

***Purpose:**

To use grant funding received from the Arizona Department of Environmental Quality to develop environmental programming for youth, particularly in underserved communities, to better understand the environmental consequences of vehicle emissions and other air quality issues.

***Procurement Method:**

This Subrecipient Agreement is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

To reach new audiences to build awareness about the impacts of vehicle emissions on air quality and other air quality issues; develop hands-on programming that is meaningful to young audiences.

***Public Benefit:**

Greater awareness of air quality issues; long-term reduction in vehicle emissions by promoting alternatives to driving.

***Metrics Available to Measure Performance:**

Lesson plans developed; numbers of student participants; annual symposia.

***Retroactive:**

No

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: DE Contract Number (i.e., 15-123): 22-0211
Commencement Date: 1/5/2022 Termination Date: 6/30/2022 Prior Contract Number (Synergen/CMS): NA
[X] Expense Amount \$ 34000 * [] Revenue Amount: \$ _____

*Funding Source(s) required: Arizona Department of Environmental Quality, Voluntary No Drive Day Mandatory Grant

Funding from General Fund? [] Yes [X] No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? [] Yes [X] No

If Yes, is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified? [] Yes [X] No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [] Yes [X] No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

[] Expense [] Revenue [] Increase [] Decrease

Amount This Amendment: \$ _____

Is there revenue included? [] Yes [] No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? [] Yes [] No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

[] Award [] Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

[] Match Amount: \$ _____ [] Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? [] Yes [] No If Yes \$ _____ % _____

*Match funding from other sources? [] Yes [] No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Natalie Shepp

Department: Pima County Environmental Quality

Telephone: 724-6885

Department Director Signature: Ursula K. Nelson

Digitally signed by Ursula K. Nelson
DN: cn=Ursula K. Nelson, o=Pima County, ou=Environmental Quality, email=ursula.nelson@pima.gov, c=US
Date: 2021.12.21 16:16:00 -0700

Date: 12/21/2021

Deputy County Administrator Signature: [Signature]

Date: 12/21/2021

County Administrator Signature: [Signature]

Date: 12/24/2021

Pima County Department of Environmental Quality

Project: Youth for Blue Skies Program

Subawardee: Youth Outdoor Experience, DBA Ironwood Tree Experience

Amount: \$34,000

Contract No.: CT-DE-22*211

Funding: Grant Funds from Arizona Department of Environmental Quality

Financial Assistance Subaward Agreement

1. Parties and Background.

- 1.1. Parties. This Financial Assistance Subaward (“Agreement”) is between Pima County, a body politic and corporate of the State of Arizona (“County”), and Youth Outdoor Experience, DBA Ironwood Tree Experience (ITE), an Arizona non-profit corporation.
- 1.2. Authority. The Pima County Department of Environmental Quality’s (PDEQ) Voluntary No-Drive Days (VND) program (also known as the Clean Air Program) was established in 1989 and is mandated by the omnibus air quality legislation enacted in 1988 (A.R.S. § 49-506) and Pima County Code 17.44.020. As required by PDEQ’s agreement with the Arizona Department of Environmental Quality, PDEQ is required to collaborate with other businesses and groups to advance the goals of the VND program, including presenting information about air emissions to school and community groups.
- 1.3. Background. The VND program was mandated by both state statute and County code as a means of increasing the community’s awareness and knowledge of air quality issues related to automobile-generated air pollution. Among other things, the VND program must develop coordinated 12-month plans to increase use of alternative transportation modes, develop events in conjunction with other organizations or agencies which have the capacity to contribute resources towards air quality awareness, and increase community knowledge of air quality related issues. Each year, County and the Arizona Department of Environmental Quality (ADEQ) amend the original agreement to renew the program for the next 12-month period. The amendment includes the scope of work County is to provide and deliverables. County and ADEQ entered into an agreement for FY 2022 in June, 2022. The deliverables required of County for FY 2022 include multiple presentations and activities involving schools, community groups, businesses, and the media. ITE is a nationally recognized model program for providing environmental education and activities, with a specific focus on raising environmental awareness with Tucson youth. It is the only non-profit of its kind in the region. Partnering with ITE will expand County’s ability to develop new educational, promotional and outreach activities to reach new audiences and increase equity in environmental outreach, particularly geared to underserved communities.

2. Term.

- 2.1. Initial Term. The term of this Agreement commences on January 5, 2022 and will terminate on June 30, 2022 (“Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Agreement for up to four additional periods of up to one year each (each an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. ITE will provide County with the services described in Exhibit A (2 pages) at the dates and times described in Exhibit A or, if Exhibit A contains no dates or times, then upon demand.
4. Key Personnel. ITE will employ suitably trained and skilled professional personnel to perform all program services under this Agreement. Prior to changing any key personnel, especially those key personnel County relied upon in making this Agreement, ITE will obtain the approval of County. The key personnel include the following individuals:

Principal Investigator: Eric Dhruv
Youth Development Manager: Kristen Sawyer
Field Instructor: Rebecca Perez

5. Compensation and Payment.
 - 5.1. Budget. ITE will be paid on a cost reimbursement basis in accordance with the Budget set forth in **Exhibit A** (2 pages).
 - 5.2. Not-to-Exceed Amount. County may pay ITE up to \$34,000 (the “NTE Amount”) for the Initial Term. The NTE Amount can only be changed by a formal written amendment executed by the Parties. ITE is not required to provide any services, payment for which will cause the County’s total payments under this Agreement to exceed the NTE Amount; if ITE does so, it is at ITE’s own risk. If an Extension Option is exercised, County and ITE will include in the agreement the revised NTE amount.
 - 5.3. Sales Taxes. The payment amounts or rates in **Exhibit A** do not include sales taxes. ITE may invoice County for sales taxes that ITE is required to pay under this Agreement. ITE will show sales taxes as a separate line item on invoices.
 - 5.4. Timing of Invoices. ITE will invoice County on a monthly basis using the invoice template included in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which ITE delivered the invoiced products or services to County. County may refuse to pay for any product or service for which ITE does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
 - 5.5. Content of Invoices. ITE will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
 - 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period in Section 22 below, question any payment under this Agreement. If County raises a question about the propriety of a past payment, ITE will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to ITE under this or any other contract between County and ITE. ITE will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance**. ITE will procure and maintain at its own expense insurance policies (the “**Required Insurance**”) satisfying the below requirements (the “**Insurance Requirements**”) until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit ITE’s indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the ITE for liabilities that may arise from or relate to this Agreement. If necessary, ITE may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 6.1. Insurance Coverages and Limits: ITE will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
 - 6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for

liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

- 6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

6.2. Additional Coverage Requirements:

- 6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and ITE must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.
- 6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of ITE .
- 6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of ITE.
- 6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 6.2.5. Self Insurance Retention: The Required Insurance policies may not obligate County to pay any portion of ITE's deductible or Self Insurance Retention (SIR).
- 6.2.6. Subcontractors: ITE must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. ITE must furnish, if requested by County, appropriate insurance certificates for each subcontractor. ITE must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation:

ITE must notify County, within two business days of ITE's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

6.4. Verification of Coverage:

- 6.4.1. ITE must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.4.2. County may at any time require ITE to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.4.3. ITE must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. ITE must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.
- 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal amendment to this Agreement. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from ITE, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification. To the fullest extent permitted by law, ITE will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of ITE or any of ITE's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of ITE to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by ITE from and against any and all Claims. ITE is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.
8. Laws and Regulations.
 - 8.1. Compliance with Laws. ITE will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 8.2. Licensing. ITE warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
 - 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. Independent Grantee. ITE is an independent grantee. Neither ITE, nor any of ITE's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. ITE is responsible for paying all federal, state and local taxes on the compensation received by ITE under this

Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of ITE's failure to pay such taxes.

10. **Subcontractors.** ITE is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that ITE is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** ITE may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** ITE will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, ITE will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act.** ITE will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Receive Grant Funds.** ITE warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to ITE or any third party by reason of such determination or by reason of this ITE.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
17. **Termination by County.**
 - 17.1. Without Cause. County may terminate this Agreement at any time without cause by notifying ITE, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to ITE will be payment for services rendered prior to the date of termination.
 - 17.2. With Cause. County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds ITE to be in default of any provision of this Agreement.
 - 17.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to ITE, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:
Barbara Escobar, Acting DEQ Director
33 N. Stone, 7th Floor

ITE:
Suzy Dhruv, Executive Director
738 N. 5th Ave., Unit 101

19. **Non-Exclusive Agreement.** ITE understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
21. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
22. **Books and Records.** ITE will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, ITE will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
23. **Public Records.**
 - 23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
 - 23.2. **Records Marked Confidential; Notice and Protective Order.** If ITE reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, ITE must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify ITE of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless ITE has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
24. **Legal Arizona Workers Act Compliance.**
 - 24.1. **Compliance with Immigration Laws.** ITE hereby warrants that it will at all times during the term of this Agreement comply with all federal, state and local immigration laws and regulations applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). ITE will further ensure that each subcontractor who performs any work for ITE under this Agreement likewise complies with the State and Federal Immigration Laws.
 - 24.2. **Books & Records.** County has the right at any time to inspect the books and records of ITE and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
 - 24.3. **Remedies for Breach of Warranty.** Any breach of ITE's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting ITE to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, ITE will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of ITE.

24.4. Subcontractors. ITE will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. **Grant Compliance.** County has confirmed that funds being provided to it from ADEQ to support VND do not include any federal dollars and, as such, the contractual provisions required by 2 C.F.R. Pt. 200, Appendix II are not applicable. ADEQ may have its own grant conditions relating to ADEQ-funded grants. ITE will comply with all requirements attached in **Exhibit C** (1 pages) relating to ADEQ grant requirements
26. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if ITE engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, ITE certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
27. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
28. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
29. **Effective Date.** This Agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Ironwood Tree Experience

Chair, Board of Supervisors

Suzanne Dhruv
Authorized Officer Signature

Date

Suzanne Dhruv, Executive Director
Printed Name and Title

December 27, 2021
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

APPROVED AS TO CONTENT



Deputy County Attorney

Michael LeBlanc
Print DCA Name

Ursula K. Nelson

Digitally signed by Ursula K. Nelson
DN: cn=Ursula K. Nelson, ou=Pima County,
ou=Environmental Quality,
email=ursula.nelson@pima.gov, c=US
Date: 2021.12.22 11:20:37 -0700

Department Head

12/22/2021

Date

Exhibit A (2 pages) Scope of Services

Purpose: County is required under its agreement with ADEQ to provide programming to help reduce vehicle emissions that contribute to air pollution by encouraging drivers not to drive on certain days and by increasing public awareness of air quality issues and the connection between driving, air quality and healthy. The objectives of this agreement include a multi-tiered approach utilizing numerous techniques that provide public information and community education about air quality and its relationship to the use of motor vehicles. The contract envisions that County will provide air quality and travel reduction awareness programs that reach a wide range of audiences including youth and adult groups. Air education in youth may instill an understanding and appreciation of air, reaching individuals before driving habits are ingrained. Children may also have persuasive impact on adults in their household to drive less. The ADEQ agreement requires County to collaborate with other agencies, schools, and groups to advance VND program goals. This agreement does not specifically prohibit PDEQ from subawarding funds to other groups to advance the goals of the VND program.

ITE is a local non-profit entity that has extensive experience creating programs to work with young people, to engage with the natural world and be stewards of the environment. County intends to work with ITE to create a new pilot project working with young people to design, catalyze, and deliver transformative air quality projects within Pima County. This pilot will help County meet specific deliverables of planning new programs, creating presentations and other promotional and educational materials, and building messaging for new audiences.

Program Services: To help County build awareness of air quality issues, ITE will create a program for youth from schools in under-resourced and environmentally stressed communities within County, to be called the Youth for Blue Skies Program (YBS). ITE will:

1. Develop training guides and lesson plans (collectively, "Guides") for the YBS program, and will submit Guides to County within the first three months of this Agreement.
2. Select and retain between 8 and 10 youths from the target communities to include in YBS. Participants will be known as Project Specialists. The Project Specialists will receive training from ITE. Based on the training and guidance from ITE, Project Specialists will formulate and implement action plans ("Action Plans") focused on reducing air pollution, addressing climate change and environmental justice in their local communities. Project Specialists will receive a stipend from ITE upon completion of the Action Plans and participation in the symposium. ITE will separately invoice County for each stipend paid to a Project Specialist.
3. ITE will also identify and include other strategic partners to participate in YBS, and will highlight the partnership and activities in media, print, and social media postings.
4. Meet with County at least monthly to monitor progress, advance program goals, assure meeting desired outcomes, nurture strategic partnerships, and provide opportunities for youth volunteer services, internships and similar opportunities.
5. Schedule and facilitate a symposium at the end of the school year. The symposium will highlight the action plans developed and implemented by the Project Specialists with the broader community and to obtain community feedback on the experience with YBS. The symposium will be held during the final month of the performance period of this Agreement.
6. ITE must obtain County authorization to access any County facility or property. County may direct ITE to any County department as appropriate to obtain authorization.
7. Collect quantitative data to evaluate vehicle emission reductions and other relevant environmentally sustainable impacts resulting from the Action Plans, as well as qualitative data from Project Specialists about their experiences with YBS.
8. Meet with County at the conclusion of the Initial Term to discuss lessons learned from YBS during the initial term and evaluate whether YBS should be extended. If the Parties agree to extend YBS, the evaluation should also include the extent to which the Guides should be revised or amended.

Budget:

Cost Category	Amount
Personnel and Fringe Benefits	\$23,239.
Materials and Supplies	\$2,800.
Project Specialist Stipends	\$4,000.
Transportation Costs	\$870.
Indirect Cost (10% of program costs)	\$3,091.
Total Program Budget	\$34,000.

Project Goal/predicted outcomes:

Goals: To enhance awareness of air pollution and its causes, encourage vehicle emissions reductions, and protect public health.

Predicted Outcomes: Greater awareness of public health implications relating to vehicle emissions and reduced vehicle miles traveled.

Metrics: Number of actions plans generated by Project Specialists at the end of the program period.



Reports: Provide quarterly reports to County, within thirty (30) days of the end of the quarter. The reports must include a narrative summary of the activities and tasks that were accomplished during the quarter, quantitative and qualitative data describing the accomplishments and a summary of the activities and tasks that will be implemented during the succeeding quarter.

END OF EXHIBIT A

Exhibit C (1 page)
Grant Conditions

1. Use of Funds. ITE understands and agrees that it will use funds provided to it under this Agreement to develop, administer and evaluate the YBS program.
2. Reporting. ITE agrees to comply with the reporting obligations established in **Exhibit A.**
3. Compliance with Applicable Law and Regulations. ITE agrees to comply with all applicable statutes, regulations and executive orders relating to the VND program, including, without limitation:
 - i. All relevant statutes and regulations applicable to the provision of educational services to school-age children;
 - ii. Prohibitions against discrimination applicable to this award; and
 - iii. Will acknowledge and execute the Subaward Acknowledgement of state funds and agrees to be bound by the terms and conditions set forth in the executed Voluntary No Drive Day Agreement, as amended, by Arizona Department of Environmental Quality and Pima County Department of Environmental Quality, attached hereto as **Exhibit D** (8 pages).

EXHIBIT D (8 Pages)

	<p>Amendment to Agreement</p>	
<p>AGREEMENT NO.: AMENDMENT NO.: TITLE: COUNTY:</p>	<p>ADEQ18-198217 5 VOLUNTARY NO-DRIVE DAY/CLEAN AIR PROGRAM PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY</p>	<p>ADEQ PROCUREMENT 1110 W. Washington Street Phoenix, AZ 85007 602-771-2666</p>

Effective upon signature, the Agreement referenced above is hereby amended as follows:

1. Pursuant to the **Agreement Terms**, Section Four (4), **Amendment**, the Agreement is hereby amended as follows:

- 1.1. Section Ten (10), **Agreement Term**, the agreement is hereby extended to June 30, 2022; and
- 1.2. The Fiscal Year 2022 Scope of Work attached to this Amendment Five (5) is hereby added to this Agreement; and
- 1.3. The Fiscal Year 2022 Budget attached to this Amendment Five (5) is hereby added to this Agreement; and
- 1.4. Section Thirteen (13), **Notices, Correspondence, Reports and Invoices** is hereby revised and replaced with the following:

“13.1 All notices and correspondence from the County, except correspondence described in 13.2 below shall be sent to:

Arizona Department of Environmental Quality
Air Quality Division
Amanda Luecker, Transportation Planner
1110 W Washington Street
Phoenix, AZ 85007-2935
(602) 771-4887
Luecker.Amanda@azdeq.gov

13.2 All correspondence relating to the execution of the Agreement, clarification of the Agreement, Agreement amendments shall be sent to:

For ADEQ:

Susan Holt, Sr. Procurement Specialist
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
(602) 771-2666
Holt.Susan@azdeq.gov

For PDEQ:

Natalie Shepp, Program Manager Senior
Pima Department of Environmental Quality
33 N.Stone Avenue, Suite 700
Tucson, AZ 85701
(520) 724-7400
Natalie.Shepp@pima.gov

13.3 All invoices and reports relating to the Agreement shall be sent to:

AccountsPayable@azdeq.gov; cc: Luecker.Amanda@azdeq.gov

13.4 Either party to this Agreement may designate a new contact by filing a notice with the other part in accordance with these notice requirements.

13.5 Quarterly reports and invoices shall be submitted 45 days following the last day of the quarter. An annual report shall be submitted within 60 days following the last day of the fiscal year.

Continued on next page.



Amendment to Agreement



AGREEMENT NO.:
AMENDMENT NO.:
TITLE:
COUNTY:

ADEQ18-198217
5
VOLUNTARY NO-DRIVE DAY/CLEAN AIR PROGRAM
PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY

ADEQ PROCUREMENT
1110 W. Washington Street
Phoenix, AZ 85007
602-771-2666

Approved as to Form:

Lesley Lukach Digitally signed by Lesley Lukach
Date: 2021.05.21 15:47:54 -07'00'

Date: _____

[external signatory]

PIMA DEPARTMENT OF ENVIRONMENTAL QUALITY

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

The Contractor hereby acknowledges receipt and understanding of the above Amendment.

The above referenced contract Amendment is hereby executed this day at Phoenix Arizona.

Ursula K. Nelson

Digitally signed by Ursula K. Nelson
DN: cn=Ursula K. Nelson, ou=Pima County,
ou=Environmental Quality,
email=ursula.nelson@pima.gov, c=US
Date: 2021.05.02 13:01:51 -07'00'

5/2/2021

Day of _____ 2021

Signature of Authorized Individual

Date

Ursula K. Nelson, Director

Typed or Printed Name and Title

Rick S. Hughes CPA, JD, CPPO
Interim ADEQ Chief Procurement Officer

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Daniel Czecholinski
Director, Air Quality Division

Date



PIMA COUNTY SIGNATURE PAGE


This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PIMA COUNTY


Chairman, Board of Supervisors

JUN 22 2021
Date


Clerk of the Board

JUN 22 2021
Date

Contractor: Ursula K. Nelson Digitally signed by Ursula K. Nelson
DN: cn=Ursula K. Nelson, ou=Pima County, ou=Environmental
Quality, email=ursula.nelson@pima.gov, c=US
Date: 2021.05.25 12:58:52 -0700 05/25/2021
PDEQ, Director Date

Approved As to Form:

Lesley Lukach Digitally signed by Lesley
Lukach
Date: 2021.05.28 16:02:02
-07'00'

Deputy County Attorney Date



Voluntary No-Drive Days Program



**Pima County Department of
Environmental Quality**

SCOPE OF WORK

**For Air Quality Grant Funding
Fiscal Year 2022**

March 24, 2021

**Pima County Department of Environmental Quality
Voluntary No-Drive Days Program**

I. BACKGROUND

The Pima County Department of Environmental Quality's (PDEQ) Voluntary No-Drive Days (VND) Program (also known as the Clean Air Program) was established in 1989 and is mandated by the omnibus air quality legislation enacted in 1988 (A.R.S. § 49-506) and Pima County Code 17.44.020. The PDEQ VND Program is also a permanent and enforceable control measure approved into the most recent Carbon Monoxide Limited Maintenance Plan by the U.S. Environmental Protection Agency effective January 20, 2010 [74 FR 67819; 12/21/09].

In the past, Pima County experienced violations of national ambient air quality standards (NAAQS). To prevent further deterioration, several initiatives were developed to reduce air quality emissions in Pima County. The VND Program is one of those initiatives. There have been no violations of the EPA NAAQS for carbon monoxide since the program was initiated. However, in 2018, air quality in eastern Pima County violated the more protective 2015 EPA ozone standard for the first time. Since motor vehicle use contributes to ozone precursors, it is important to continue educating residents about air quality issues and encouraging community actions to reduce driving.

II. GOALS & OBJECTIVES

The principle goal of the program is to reduce vehicle emissions that contribute to air pollution by encouraging drivers not to drive on certain days and by increasing public awareness of air quality issues and the connection between driving, air quality and health. In PDEQ's experience, fostering greater community understanding of why residents are being asked to limit driving yields more positive responses to no-drive day events.

Agency objectives include a multi-tiered approach and utilize numerous techniques that provide public information and community education about air quality and its relationship to the use of motor vehicles, as well as incentives to choose alternate modes.

1. Support multiple no-drive day events and programs that encourage carpooling, transit use, telecommuting, walking and biking as alternatives to driving alone.
2. Provide air quality and travel reduction awareness programs and reach a wide range of audiences including youth and adult groups. Air education in youth may instill an understanding and appreciation of air and reaches individuals before driving habits are ingrained. Children may also have persuasive impact on the adults in their household to drive less. It is important to reach adults directly, as they are the audience who decides which modes of travel to use, and they need reminders to keep air quality in the scope of consideration during daily activities.
3. Provide adaptive community education programs including speakers' bureau, tabling at business/employer outreaches and community events. Maintain positive media relations and utilize the media and social media by purchasing advertisements, distributing news releases, issuing Air Quality Advisories and Health Watches, and posting messages.

Over the years, PDEQ has also expanded the objectives of the VND Program to include encouraging additional actions that reduce vehicle emissions such as combining errands into one trip, reducing engine idling, maintaining vehicles, and properly inflating tires. During FY2122, PDEQ will strive to decrease vehicle miles traveled in Pima County by 1.75 percent.

III. TASKS & ACTIVITIES THAT PROMOTE AIR AWARENESS AND EMISSIONS REDUCTIONS

To enhance awareness of ground-level ozone and particulate matter, encourage no-drive days and vehicle emissions reductions, and protect public health, PDEQ staff will engage in several tasks and activities described in the chart below.

Tasks	Activities
1. Host and assist with planning, organizing, sponsoring and/or staffing community-wide events and programs.	Collaborate with other agencies, schools, businesses, and groups to advance No-Drive Days goals. Minimum of 4 No-Drive Days focused events, in addition to PDEQ’s Drive-Less Pledge and Fresh Start programs. Staff at least 17 booths at schools, businesses, and community events.
2. Create and provide presentations and in-depth interviews.	Minimum of 35 presentations at schools, community groups, businesses and the media.
3. Develop promotional, informational, and/or educational materials, news releases, engaging displays and/or activities; distribute to the public via website, emails, outreaches, the media, social media, etc.	Minimum of 27 flyers, brochures, articles, news releases, promotional materials, etc. Minimum of 350 public information distribution opportunities. Attain at least 140,000 impressions.
4. Contract with research professionals to evaluate program through a random survey and utilize additional survey instruments for various audiences.	Submit surveys as appropriate after presentations or events. Approve questions for contracted annual survey. Receive, analyze and submit results.
5. Research potential methodologies to calculate emission reductions and benefits from VND activities.	Participate with calls and/or meetings with ADEQ and TRP agencies as scheduled. Work with the Pima County Department of Transportation on developing tools to measure non-SOV trips and encourage alternate mode transportation, including effective measurement techniques.

6. Decrease by 1.75 percent the number of Pima County vehicle miles traveled.	Gather data from surveys, contests, administered and/or promoted by VND program. Estimate VMT and emissions reductions.
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IV. DELIVERABLES

Quarterly reports will be sent to ADEQ tracking the progress of VND Program tasks and activities within 45 days after the end of the quarter. Invoice reports will also be sent each quarter within 45 days after the end of each quarter.

An annual report will be sent to ADEQ within 60 days of the end of the fiscal year. The annual report will include a narrative summary of the activities and tasks for the fiscal year that were successful and a discussion of how the program will be improved during the coming year.

PDEQ will provide estimates of total emission reductions for current fiscal year and the past four years for the following pollutants: CO, VOC, PM10, PM2.5, NOx, total emissions saved in pounds or tons.

In addition, PDEQ will use the annual community-wide survey to determine VMT, SOV, and AMU rates in the required format.

V. SCHEDULE FOR SUBMISSION OF DELIVERABLES

Deliverable	Date of Submittal
Quarterly invoices	45 days after the end of the quarter
Quarterly reports	45 days after the end of the quarter
Annual report	60 days after fiscal year end

VI. BUDGET

Description of Work	Budget
Personnel Staff time to develop, plan and implement air pollution prevention programs.	\$110,000.00
Supplies and Other* Supplies to engage targeted audiences at multiple events and through presentations. Printing, advertising, promotional incentives, software, interdepartmental charges, vehicle maintenance, telephone, etc.	\$74,100.00
Contractual Consultant for annual evaluation survey, rental fees for barricades and traffic control at no-drive day events.	\$15,000
Administration**	\$69,150.00
Total Budget	\$268,250.00

***Other** includes VND Program operating supplies, software, travel, training, printing, advertising, interdepartmental charges, vehicle maintenance/parking, incentives/tools for program participation, promotional items, telephone, etc.

****Administration** is the Administration/Overhead budget category which includes a portion of electricity use, paper, copy machine costs, computers, software, Information Technology support, Accounting support, as well as a portion of the salaries of personnel in the PDEQ Director's Office who provide assistance and guidance towards achieving the VND Program goals and make programmatic recommendations. These include the PDEQ Director; Deputy Director; an executive administrative assistant who helps track expenditures, invoice payments, contract submittals to County Attorney and the Board of Supervisors; and front office staff who direct calls, assist with purchasing, deliveries, sorting mail, etc.