



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

**Requested Board Meeting Date:** October 17, 2017

**\* = Mandatory, information must be provided**

**or Procurement Director Award** ☐

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

Arizona Department of Environmental Quality

**\*Project Title/Description:**

Voluntary Vehicle Repair Program (VVRP) Intergovernmental Agreement (IGA)

**\*Purpose:**

The County has statutory authority to administer the VVRP directly. Since ADEQ is already implementing the vehicle emissions testing program, they are able to include the VVRP at no additional costs. ADEQ will provide reports to the County to verify the program is effective, properly implemented and audited. The Agreement is required in order for ADEQ to have the necessary authority to administer the VVRP.

The Program targets vehicles that fail the state emission test and are 12 years old or older than the current calendar year. The VVRP provides financial assistance from ADEQ of up to \$550 for emissions repairs needed to pass the emissions test. The vehicle's owner is responsible for a co-pay of \$150.00.

**\*Procurement Method:**

Procurement Exempt, IGA, D29.4

**\*Program Goals/Predicted Outcomes:**

The repairs to older vehicles will help them achieve compliance with the state's emission test reducing the amount of air pollution emitted into Pima County's air.

**\*Public Benefit:**

Reduced air pollution; and,  
Provide financial assistance to those required to repair their vehicles to pass the emissions test.

**\*Metrics Available to Measure Performance:**

The number of vehicles being repaired; and,  
The tons of air pollution emissions reduced through vehicles repairs.

**\*Retroactive:**

No

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To: COB - 9.12.17  
Ver. - 1  
pgs. - 7

Procure Dept 09/22/17 PM 01:44

**Contract / Award Information**Document Type: CTN Department Code: DE Contract Number (i.e., 15-123): 17\*193Effective Date: upon sign Termination Date: 6/30/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☐ Expense Amount: \$\* 0 ☐ Revenue Amount: \$ 0**\*Funding Source(s) required:** ADEQ is administering the program with state funding. No revenue or expenses will be incurred by Pima County.Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**\*Is the Contract to a vendor or subrecipient?** NoWere insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ 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): \_\_\_\_\_

Effective 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: Beth Gorman, Senior Program ManagerDepartment: Environmental Quality Telephone: 724-7446Department Director Signature/Date: Mrs. L. K. Niles 9.19.17Deputy County Administrator Signature/Date: [Signature] 9/19/17County Administrator Signature/Date: [Signature] 9/20/17  
(Required for Board Agenda/Addendum Items)

This number must appear on all correspondence and documents pertaining to this contract

**AGREEMENT**

**PIMA COUNTY &  
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**

Contract No.: ADEQ17-\_\_\_\_\_

Effective Date: Upon Final Signature

Termination Date: June 30, 2018

**Agreement Title: Voluntary Vehicle Repair Program (VVRP)**

**COUNTY**

**CONTRACT ADMINISTRATOR**

**Pima County Department of Environmental Quality**  
33 N. Stone Ave  
Tucson, AZ 85701

**Arizona Department of Environmental Quality**  
Contracts and Procurement Section  
110 W. Washington St  
Phoenix, AZ 85007-2935

Name: Ursula Nelson

Title: Director, Pima County Environmental Quality  
Phone: 520-724-7400

Chief Procurement Officer: Teena Ziegler  
Procurement Specialist: Jeremiah Weiner 602-771-4779

**THIS CONTRACT** is between **PIMA COUNTY** [hereinafter referred to as the "Pima County" or "County"] and the **STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY** [hereinafter referred to as the "Department or "ADEQ"], established and authorized to contract pursuant to A.R.S. § 49-101 through A.R.S. § 49-104.

The purpose of this Agreement is to administer the Voluntary Vehicle Repair Program ("VVRP" or "Program") in Pima County, as required by A.R.S. § 49-474.03.

The Vehicle Emissions Control ("VEC") program at ADEQ reviewed the VVRP requirements and determined that there was existing capacity to administer the program. These functions can be efficiently implemented through the existing Gordon Darby Arizona Testing, Inc. ("GDAT") contract and ADEQ's existing VEC staff.

As a result ADEQ can assume the following VVRP responsibilities without additional costs:

- ADEQ will provide repair facilities with all necessary paperwork including:
  - Customer agreements, surveys, postage paid envelopes, etc.
- ADEQ will train repair facilities, staff who answer phone line, and GDAT staff regarding the VVRP.
- ADEQ will provide a Scope of Work ("SOW") included in this agreement and a Work Plan ("WP") via separate attachment to the County for review and approval prior to initiating Program work.
- ADEQ will perform inspections of the participating VVRP repair facilities and GDAT technicians performing repair verifications.
- ADEQ will audit invoicing functions as necessary.

The attached Agreement Terms, Voluntary Vehicle Repair Program Overview, and SOW are incorporated in the Agreement. 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 have executed this Agreement as of the date set forth above;

**PIMA COUNTY**, a political subdivision of the State of Arizona.

By: \_\_\_\_\_

Chairman, Pima County Board of Supervisors

\_\_\_\_\_ Date

**ATTEST:**

[illegible]

**ADEQ17-\_\_\_\_\_**  
**AGREEMENT TERMS**

1. **Recitals:** The purpose of this Agreement is to administer the Pima County Voluntary Vehicle Repair Program ("VVRP"), as required by A.R.S. § 49-474.03.
  - 1.1 ADEQ has the capacity, vehicle emissions contract with Gordon-Darby Arizona Testing, Inc., and list of quality repair facilities to effectively manage the VVRP. This will allow the efficient repairing of qualified vehicles, while assisting constituents and improving the State's air quality.
  - 1.2 ADEQ will work directly with Gordon-Darby Arizona Testing, Inc. ADEQ will be responsible for paying Gordon-Darby Arizona Testing, Inc. for services that will be rendered.
  - 1.3 The Parties agree to expeditiously initiate and complete the scope of work under this Agreement. The Parties warrant, represent, and agree that their employees and representatives will comply with all applicable provisions provided herein.
2. **Definitions:** The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.
  - 2.1 "§" means Section.
  - 2.2 "A.A.C." means Arizona Administrative Code.
  - 2.3 "A.R.S." means Arizona Revised Statutes.
  - 2.4 "Agreement" of "Contract" means this written document between ADEQ and the County.
  - 2.5 "GDAT" means GORDON-DARBY ARIZONA TESTING, INC.
  - 2.6 "County" means PIMA COUNTY.
  - 2.7 "Department" or "ADEQ" means the Arizona Department of Environmental Quality.
  - 2.8 "Parties" means ADEQ and PIMA COUNTY.
  - 2.9 "State" means the State of Arizona.
  - 2.10 "VVRP" or "Program" means Voluntary Vehicle Repair Program.
3. **Access to Information:** Subject to statutory confidentiality requirements of the County and ADEQ, both parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no charge basis.
4. **Amendment:** This Agreement may be modified only by written Contract amendment signed by the Director or designee of ADEQ and the person duly authorized to act on behalf of the County. Contract amendments shall be executed with the same formalities as this Agreement. Executed copies of any amendment shall be provided to both parties.
5. **Amount of Agreement:** No funding is provided under this Agreement between Pima County and ADEQ. Funds shall be expended to reimburse Gordon-Darby Arizona Testing, Inc. for work performed to administer the VVRP under contract ADEQ14-052318. Any changes or modifications to any part of this Agreement shall be modified only by written Contract amendment.

6. **Governing Law:**

6.1 This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

6.2 **Implied Consent Terms:** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

7. **Assignment:** Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.

8. **Audit of Records:** Pursuant to A.R.S. §§ 35-214 and -215, GDAT shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, any litigation, claim, negotiation, audit, cost recovery, or action involving the records. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the GDAT shall produce the original of any or all such records.

9. **Cancellation of State Contracts:** Both parties may cancel this Agreement without penalty of further obligation, pursuant to A.R.S. § 38-511.

10. **Agreement Term:** The initial term of this Agreement shall be from the commencement of execution by both parties through **June 30, 2018**. The Agreement may be renegotiated for additional periods, by formal Contract amendment, subject to the requirements and/or limitations by Federal or State regulations.

11. **Effective Date:** This Agreement shall become effective upon execution of the agreement by all Parties.

12. **Non-Availability of Funds:** Every payment obligation of ADEQ under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

13. **Notices. Correspondence, Reports and Invoices:**

13.1 All notices and correspondence shall be sent to:

**For ADEQ:**

Steve Calderon, Section Manager  
Air Quality Vehicle Emissions Section  
Arizona Department of Environmental Quality  
1110 West Washington Street  
Phoenix, AZ 85007  
602-771-7676  
Calderon.Steve@azdeq.gov

**For Pima County:**

Beth Gorman, Senior Program Manager  
Pima County Department of Environmental Quality  
33 N. Stone Ave. Suite 700  
Tucson, AZ 85701  
520-724-7446  
Beth.Gorman@pima.gov

13.2 All correspondence relating to the execution of the Contract, clarification of this Contract, and Contract Amendments shall be sent to:

**For ADEQ:**

Jeremiah Weiner, Procurement Specialist  
Arizona Department of Environmental Quality  
1110 West Washington Street  
Phoenix, AZ 85007  
602-771-7676  
Weiner.jeremiah@azdeq.gov

**For Pima County:**

Ursula Nelson, Director  
Pima County Department of Environmental Quality  
33 N. Stone Ave. Suite 700  
Tucson, AZ 85701  
520-724-7400  
Ursula.Nelson@pima.gov

- 13.3 Either party to this Agreement may designate a new contact by filing a notice with the other party in accordance with these notice requirements.
14. **Ownership of Information:** Title to all documents, reports, data, and other materials prepared by the GDAT in performance of this Agreement shall rest in ADEQ, except for copyrighted material prepared in advance of this Agreement by the GDAT at the expense of the GDAT. ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement, except for copyrighted material as provided in this Section. The GDAT shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement with the provision that all reproduction, duplication, disclosures, and literature shall contain acknowledgement to ADEQ.
15. **Reporting:** Reporting pursuant to A.R.S. §49-474.03G shall be in accordance with the Scope of Work included in this Agreement. In addition, ADEQ will provide quarterly reports to the County no later than 45 days after each quarter close.
16. **Printing Credit:** Promotional materials, such as brochures, advertisements, videos, maps, technical reports, etc. developed for the VVRP, shall show credit to ADEQ. All promotional materials shall be printed to the extent possible on recycled paper with the statement "Printed on Recycled Paper" printed on the cover sheet.
17. **VVRP Review:**
- 17.1 It is the responsibility of ADEQ to coordinate with the County regarding the progress of VVRP. The County may request, at its discretion, and ADEQ shall provide, progress updates.
- 17.2 The County reserves the right to review and approve any and all forms, questionnaires, brochures, training materials and other special purpose documents developed for use in VVRP. ADEQ shall provide the County with copies of documents created for the VVRP.
18. **Severability:** The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.
19. **Termination:**
- 19.1 ADEQ or the County may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the County or ADEQ, as appropriate. The notice shall specify the effective date of termination.
- 19.2 In the event the Agreement is terminated, with or without cause, GDAT shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ.
20. **Indemnification:**
- 20.1 Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Environmental Quality is self-insured per A.R.S. § 41-621.

**ADEQ17-\_\_\_\_\_**  
**VOLUNTARY VEHICLE REPAIR PROGRAM OVERVIEW**

The Arizona Department of Environmental Quality will administer the Voluntary Vehicle Repair Program (VVRP) in Pima County under Pima County's authorization. ADEQ will limit administrative costs to the program by using existing ADEQ funds and staff. Costs to the VVRP fund will be limited to GDAT administrative costs and reimbursable repairs.

The VVRP will allow vehicles that are 12 years and older than the current calendar year to be repaired with current technology if the vehicle fails an emissions test. The VVRP will pay up to \$550 for emissions repairs, and the vehicle's owner is responsible for a copayment of \$150.00.

Diesel powered vehicles with gross vehicle rating of more than 8,500 pounds that are registered in Area A or B and fail any random roadside test conducted by the state or that fail the emissions test conducted pursuant to section 49-542 are eligible for up to one thousand dollars in repair costs from the program. Qualified vehicle owners pursuant to this subsection shall be responsible for one-half of the costs of the qualified repairs and the other half of the costs shall be funded from the program up to one thousand dollars. An owner of vehicles that are registered as a fleet shall not receive more than ten thousand dollars. No more than twenty-five per cent of the program funds in any year may be used for diesel repairs.

Under the terms of ADEQ contract ADEQ14-052318, Gordon-Darby Arizona Testing, Inc. is responsible for vehicle testing, customer education, vehicle repair facility references, paying of repair facility invoices and the retesting of vehicles for PIMA County. Gordon-Darby Arizona Testing, Inc. will then invoice ADEQ for the cost of repairs as well as \$40.00 per vehicle that was repaired.

The cost of the VVRP will include the following:

Print Materials	\$3,000.00
Software Development (one time cost)	\$31,250.00
Administrative Fee per Vehicle (1,000 vehicle estimate)	\$40,000.00
Maximum Cost of Gasoline Vehicle Reimbursable Repairs (1,000 vehicle estimate)*	\$550,000.00
Total Cost:	\$624,250.00

\*The owners of qualifying diesel vehicles are eligible for up to \$1000 per vehicle for reimbursement of emission-related repairs. Repairs must be made by a certified diesel repair facility. No more than 25 percent of program funds may be used for diesel repairs.



**ADEQ17-\_\_\_\_\_**  
**SCOPE OF WORK**

The Arizona Department of Environmental Quality (ADEQ), under the authorization of Pima County (the County) in accordance with A.R.S. § 49-474.03, shall administer a Voluntary Vehicle Repair Program (VVRP). The VVRP shall provide for real and quantifiable emissions reduction based on actual emissions testing performed on the vehicle before and after repair.

1. The County shall provide the following services:
  - 1.1 Pursuant to A.R.S. § 49-474.03, the County shall coordinate with ADEQ to administer the VVRP.
2. ADEQ shall provide the following services:
  - 2.1 ADEQ will review and pay invoices submitted by GDAT, including periodic auditing of GDAT.
  - 2.2 ADEQ will quantify emissions reductions from the VVRP. ADEQ will be responsible for providing a quarterly report to the County no later than 45 days after the close of each quarter. By December 1 of each calendar year, the ADEQ shall prepare and submit a progress report to the County, Arizona Department of Transportation, the Arizona Speaker of the House of Representatives, the Arizona President of the Senate, the Governor of Arizona, the Arizona Secretary of State, and the Director of the Arizona State Library Archives and Public Records on the VVRP that contains at least the following information:
    - a. The number of vehicles repaired by model year and associated repair costs.
    - b. The number and nature of vehicle emissions reduced.
    - c. The cost-effectiveness of the VVRP in terms of dollars spent per ton of vehicle emission reductions.
    - d. Any recommendations for improving the effectiveness of the VVRP.
    - e. The administrative costs of the VVRP.
3. GDAT shall provide the following services:
  - 3.1 Develop software to automate process of recording emissions testing.
  - 3.2 Develop print materials for the purpose of providing items specified in 3.4 (below).
  - 3.3 Provide a staffed Helpline telephone number to answer questions from the public, staffing, data gathering/research and report preparation.
  - 3.4 Print and provide pre-qualification checklist and VVRP application.
  - 3.5 Determine eligibility of vehicles for VVRP, including providing repair options to customers.
  - 3.6 Contract with repair facilities eligible to participate in the VVRP.
  - 3.7 Provide information on participating repair facilities to the customer.
  - 3.8 Perform pre- and post-repair testing and transmit results to repair facility.
  - 3.9 Verify all emission related repairs performed by participating repair facility.
  - 3.10 Reimburse participating repair facilities for emission related repair costs.
  - 3.11 Invoice ADEQ for costs associated with implementing the VVRP.