



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: July 5, 2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arizona Department of Environmental Quality

***Project Title/Description:**

Pima County Voluntary Lawn Equipment Emission Reduction Program

***Purpose:**

The purpose of the contract is to administer and fund the Voluntary Lawn Equipment Emissions Reduction (Exchange) Program in Pima County, as required by ARS Sec. 49-474.02. This program has been administered in Pima County by the Department of Environmental Quality for several years. ADEQ had originally proposed simply amending the existing agreement to extend the program for another two years. However, ADEQ discovered that it had made an internal error relating to the funding source and determined that it needed to do a new, two-year award agreement, with a non-federal source for the funding.

***Procurement Method:**

Not applicable.

***Program Goals/Predicted Outcomes:**

The two-year goal remains to replace 600 pieces of gasoline lawn equipment, which emit air pollution. The estimated annual emission reduction is 70 tons of carbon monoxide (CO), 10.35 tons of volatile organic compounds (VOC), .037 tons of nitrogen oxides (NOx), and 0.45 tons of particulate matter (PM 10).

***Public Benefit:**

According to the EPA, poor air quality has been linked to many health problems, especially for the very young whose lungs are still developing and the elderly with lower immune systems. This funding provides an opportunity for Pima County residents to improve air quality, which may reduce health costs for residents affected by poor air quality. Participating residents will be exchanging their gasoline-powered lawn and garden equipment for a credit voucher toward the purchase of a no-emissions piece of equipment. These purchases will generate revenue for companies in Pima County that sell the equipment and participate in the program.

***Metrics Available to Measure Performance:**

The number of lawn and garden devices retired will be counted by brand and year of manufacture. This will be used to determine the amount of air pollution reduced. PDEQ will be responsible for preparing an annual report for ADEQ to determine the cost effectiveness of the program in terms of dollars spent per ton of emissions reduced.

***Retroactive:**

The contract is dated July 1, 2022 so there is limited retroactivity. Pima County has been working with ADEQ on extending this agreement since mid-March, and it was ready to be placed on the Board agenda for its June 7 meeting when ADEQ indicated that the documentation was incorrect. It has taken weeks to get ADEQ to fix the issue and provide correct documentation; requests by PCAO did not help move this process along expeditiously. If this program is not approved with a retroactive date, Pima County will lose the ability to charge expenses to this program and receive reimbursement.

GMI approved
6/17/22

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

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

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

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

Were 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 22-10.

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: GTAW Department Code: DE Grant Number (i.e., 15-123): 22*141
 Commencement Date: July 1, 2022 Termination Date: June 30, 2024 Amendment Number: _____
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 137,750

***All Funding Source(s) required:** Arizona Department of Environmental Quality

*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)?

N/A

Contact: Natalie Shepp

Department: Department of Environmental Quality

Telephone: 724-6885

Department Director Signature: Barbara A. Escobar Date: _____
 Deputy County Administrator Signature: [Signature] Date: 6/17/2022
 County Administrator Signature: [Signature] Date: 6/17/2022

Digitally signed by Barbara A. Escobar
 DN: cn=Barbara A. Escobar, ou=Environmental Quality,
 email=barbara.escobar@azdema.gov, c=US
 date=2022.06.17 09:40:31 -0700



ARIZONA DEPARTMENT
OF
ENVIRONMENTAL QUALITY
AND
PIMA COUNTY

Page 1 of 12
Agreement No.: #EV23-0001
Effective Date: Upon date of last party's signature
Termination Date: June 30, 2024

Agreement

THIS AGREEMENT is between the STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY [hereinafter referred to as the "Department" or "ADEQ"], authorized to contract pursuant to A.R.S. § 49-104, and Pima County [hereinafter referred to as the "Grantee" or "the County"].

The purpose of this Agreement is to provide funding for the Pima County Voluntary Lawn and Garden Equipment Emissions Reduction "Cut Down Pollution" Program as required by A.R.S. §49-474.02. This written Agreement, including Agreement Terms, Scope of Work/Work Plan, Attachments, Amendments, and any modifications approved in accordance herewith, shall constitute the entire Agreement between the parties and supersede all other understandings, oral or written.

This Agreement contains the following documents:

1. Agreement Terms
2. Scope of Work/Work Plan and Budget

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

PIMA COUNTY

ARIZONA DEPARTMENT OF
ENVIRONMENTAL QUALITY

Signature

Sharon Bronson

Printed Name

Chair, Pima County Board of Supervisors

Title

Date

Signature

Daniel Czecholinski

Printed Name

Director, Air Quality Division

Title

The above referenced Agreement is hereby executed on

Date

Attest:

Melissa Manriquez, Clerk, Board of Supervisors
Pima County, Arizona


Barbara A. Escobar
Digitally signed by Barbara A. Escobar
DN: cn=Barbara A. Escobar, o=Pima County,
ou=Environmental Quality,
email=barbara.escobar@pima.gov, c=US
Date: 2022.06.15 14:00:31 -0700

Barbara Escobar, Director
Pima County Department of Environmental Quality

Date

Date

Approved as to form:


Lesley Lukach, Deputy County Attorney
Pima County, Arizona

June 9, 2022

Date

AGREEMENT TERMS

1. **Recitals:** The purpose of this Agreement is to fund and administer the Pima County Voluntary Lawn and Garden Equipment Emissions Reduction "Cut Down Pollution" Program as required by A.R.S. §49-474.02 and authorized by §49-551.
2. **Terms:**
 - 2.1 ADEQ will provide funding to the program
 - 2.2 The County will execute the attached Scope of Work/Work Plan.
 - 2.3 The County agrees to expeditiously initiate and complete the attached Scope of Work/Work Plan under this Agreement. The Parties warrant, represent and agree that their employees and representatives will comply with all applicable provisions provided herein.
3. **Definitions:** The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.
 - 3.1. "A.A.C." means Arizona Administrative Code.
 - 3.2. "A.R.S." means Arizona Revised Statutes.
 - 3.3. "Agreement" means this written document between ADEQ and Pima County.
 - 3.4. "County" means Pima County.
 - 3.5. "Department" or "ADEQ" means the Arizona Department of Environmental Quality.
 - 3.6. "Parties" means ADEQ and the County.
 - 3.7. "State" means the State of Arizona.
4. **Amendment:** This Agreement may be modified only by written Agreement Amendment signed and dated by the Director or designee of ADEQ and the person duly authorized to act on behalf of the County. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon dated signature of the last party. Executed copies of any Amendment shall be provided to both parties.
 - 4.1 ADEQ will notify the County if funding source(s) derives from federal grant(s). Any change will require a Contract Amendment specifying that the County become a subrecipient of Federal funds and will be subject to the terms and conditions of the Federal grant.
5. **Budget:** ADEQ will reimburse the County **up to a maximum of \$137,750** to execute two State Fiscal Years (SFY) 2023-2024 Scope of Work/Work Plan for Pima County Voluntary Lawn and Garden Equipment Emissions Reduction "Cut Down Pollution" Program attached to this Agreement and incorporated by reference as though set forth verbatim herein. During the term of this Agreement, any changes or modification to any part of this Agreement shall be modified only by written Agreement Amendment.
6. **Non-Availability of Funds:** Pursuant to A.R.S. §35-154(A), every payment obligation of ADEQ under this Agreement 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.

7. **Payment Mechanism:** The County will send quarterly invoices to ADEQ requesting reimbursement within 60 days of the end of the quarter, and invoices shall be paid by ADEQ within thirty days after receipt of invoice. All quarterly invoices requesting reimbursement and monthly program progress reports submitted by the County shall provide reasonable assurance that the tasks and activities specified in the Scope of Work/Work Plan for which reimbursement is requested were actually performed as planned, and expenditures for tasks and activities occurred during period for which reimbursement is requested.
8. **Conflict Resolution Procedures:**
- 8.1. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona and the Arizona Procurement Code.
- 8.2. In the event of any judicial proceeding related to this Agreement or any unauthorized Subcontract the parties agree that venue shall be proper in Maricopa County, Arizona. *See* A.R.S. §§ 12-123 and 12-401(17).
- 8.3. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41)
9. **Assignment:** Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.
10. **Conflict of Interest:** Either party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.
11. **Agreement Term:** The initial term of this Agreement shall be from the date of the last party's signature through June 30, 2024. The Agreement may be renegotiated for additional periods, by formal Contract Amendment, subject to the requirements and/or limitations by Federal or State regulations.
12. **Effective Date:** This Agreement shall become effective upon execution the date of the last party's signature.
13. **Notices, Correspondence, Reports and Invoices:**
- 13.1. All notices and correspondence from the County shall be sent to:
- Arizona Department of Environmental Quality
Denise Kronsteiner, Project Manager, Clean Air Initiatives
1110 W. Washington Street
Phoenix, AZ 85007-2935
(602) 771-2231
kronsteiner.denise@azdeq.gov
- 13.2. All correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:
- | | |
|--|--|
| For ADEQ: | Other Party: |
| Denise Kronsteiner, Project Manager | Natalie Shepp, Program Manager Senior |
| Arizona Department of Environmental Quality | Pima Department of Environmental Quality |
| 1110 W. Washington Street | 33 N. Stone Avenue, Suite 700 |
| Phoenix, AZ 85007 | Tucson, AZ 85701 |
| (602) 771-2231 | (520) 724-7400 |
| kronsteiner.denise@azdeq.gov | natalie.shepp@pima.gov |
- 13.3. All invoices shall be sent to accountspayable@azdeq.gov

- 13.4. 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:** Both parties retain title to all documents, reports, data, and other materials prepared as a part of the Program. ADEQ and Pima County shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement.
15. **Printing Credit:** Promotional materials, such as brochures, advertisements, videos, maps, technical reports, etc. developed for the Program, shall show credit to the producing party. 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.
16. **Program Review:** It is the responsibility of the County to provide ADEQ with monthly program progress reports as set forth in Scope of Work/Work Plan. ADEQ may request, at its discretion, additional or more frequent progress updates.
17. **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.
18. **Termination:**
- 18.1. ADEQ or Pima County may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to Pima County or ADEQ, as appropriate. The notice shall specify the effective date of termination.
- 18.2. In the event the Agreement is terminated, with or without cause, Pima County shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ. Repayment to ADEQ of a pro-rated portion of payment received by Pima County may be required for work that was not finished during the invoiced period.
19. **Indemnification:**

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, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should Pima County utilize a contractor(s) and subcontractor(s) the indemnification clause between Pima County and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. 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 such contractor from and against any and all claims. It is agreed that such

contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

20. **Federal Immigration and Nationality Act:** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
21. **E-Verify Requirements:** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
22. **Waiver:** The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.
23. **Non-Discrimination:** Pursuant to Title 41, Chapter 9, Article 4 of the Arizona Revised Statutes and Executive Order 2009-09, the Contractor shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.
24. **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.
25. **Entire Agreement:** This Agreement contains the entire agreement of the parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed and dated by both parties.
26. **Record Keeping Requirements:** Pursuant to A.R.S. §§ 35-214 and 35-215, both Parties shall retain all data, books, accounts, reports, files and other records ("records") relating to this Contract for a period of five years after completion of the Contract, any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule.. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.
27. **Lobbying:** The Agency shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231 *et seq.*, using monies paid under this Agreement. Upon signature of this Agreement, the Agency shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Agency shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.
28. **Antitrust Recovery:** Agency assigns to ADEQ any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Agency toward fulfillment of this Agreement.



Barbara A. Escobar, Interim Director
33 N. Stone Avenue, 7th Floor, Tucson, Az 85701 • Phone: 520-724-7363

Voluntary Lawn Equipment Emissions Reduction “Cut Down Pollution” Program Pima County DEQ Work Plan FY22-24

Pima County Goals and Priorities

Pima County exceeded the EPA health standard for ground-level ozone in 2018 and has been close to the ozone standard for several years. In order to protect public health and remain in attainment for ozone, programs that reduce ground-level ozone are cost effective strategies. Lawn and garden equipment emissions account for a significant portion of controllable ozone precursors, including nitrogen oxides (NO_x) and volatile organic compounds (VOC).

PDEQ annual survey participants revealed that 8 percent (according to May 2020 and May 2021 surveys) of households in eastern Pima County use gasoline-powered lawn mowers. PDEQ will attempt to target that specific audience through advertising and also work with school districts, municipalities, resorts and other frequent lawn equipment users to educate them about program availability.

Technological advances in operational efficiency of lawn mowers have been significant and battery-operated equipment now has increased charge-holding capacity which makes them more desirable for commercial and residential users.

The opportunity to replace older, higher polluting lawn mowers will improve Pima County’s air quality and environment.

PDEQ Staff Roles and Responsibilities

Pima County Department of Environmental Quality (PDEQ), in collaboration with Tucson Recycling & Waste Services (TRWS), Pima County Fleet Services, and the City of Tucson Los Reales Landfill, will manage the program in accordance with A.R.S §49-474.02, including data and document collection, financial management, outreach and promotion to targeted entities and the community, collection and recycling of replaced equipment, and progress reporting.

The PDEQ Director will oversee the Department’s lawn equipment emission reduction program. The PDEQ Senior Program Manager will review and confirm allocation of expenses and ensure approved deliverables are met. The Community Education Manager will lead program promotion efforts, facilitate program partnerships and track applications, invoices, collection log forms and documentation to insure program is operating as required. All invoices will be reviewed and approved by PDEQ staff who will also work closely with Pima County’s Finance Department to assure invoices and program participant vouchers are tracked and processed correctly.

Anticipated Program Activity Timeline:

FY22-24 Pima County Lawn Equipment Emission Reduction Program		
Major Activities	Start	End
Conduct general program activities: Review applications for appropriateness, approve or deny drop-off forms, review and approve stamped drop-off form for voucher approval, track and review redeemed vouchers and invoices for accuracy. Respond to inquiries and assist individuals with application and voucher process as needed.	07/01/2022	06/30/2024
Ongoing public outreach and community awareness campaign: Promote and inform residents, commercial entities, municipalities concerning the “Cut Down Pollution” Program via social media, media releases, direct mail/email and advertising.	07/01/2022	06/30/2024
Collect and approve qualifying equipment. Monitor collection site activity and check in with staff and answer questions or address any problems that may arise, retrain staff when necessary. Work with Home Depot staff regarding questions or problems with purchase transactions using vouchers. Monitor account activity online, review invoices and approve for processing as appropriate.	07/01/2022	06/30/2024
Prepare and submit synopsis of program activities for the past month including: <ol style="list-style-type: none">1. Total number of voucher applications received2. Breakdown of total number of vouchers issued for:<ol style="list-style-type: none">a. residential lawn mowers;b. commercial lawn mowers;c. lawn and garden devices	07/01/2022	06/30/2024

Prepare annual report on program including: 1. The number of residential and commercial lawn mowers and other lawn and garden devices retired by brand and year of manufacture. 2. The cost-effectiveness of the program in terms of dollars spent per ton of emissions reductions. 3. Any recommendations for improving the effectiveness of the program. 4. The administrative costs of the program. 5. Total number of applications received by fiscal year. 6. Breakdown of the total number of vouchers issued by fiscal year for: <ul style="list-style-type: none"> a. residential lawn mowers; b. commercial lawn mowers; c. lawn and garden devices 7. Total tons of each pollutant reduced per year for volatile organic compounds, carbon monoxide, particulate matter and oxides of nitrogen by fiscal year 8. Excel Spreadsheet with the following breakdown for vouchers issued: <ul style="list-style-type: none"> d. Device type (e.g. lawnmower, trimmer, chainsaw) e. Year of Manufacture f. Annual Usage 9. Emission Factors	07/01/2022	06/30/2024
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FY 22-24 Deliverables & Air Quality Benefits

The Pima County “Cut Down Pollution” Lawn Equipment Emissions Reduction Program will promote ownership of cleaner operating equipment and the retirement of older, highly polluting lawn equipment by commercial and residential users.

Anticipated Outputs and Outcomes		
Activities	Outputs	Outcomes
Replace 600 pieces of gasoline lawn equipment	600 pieces of electric (or reduced emission generating) lawn equipment in operation.	Annual emission reduction (tons): CO = 70.17 VOC = 10.35 NO _x = 0.37 PM ₁₀ = 0.45 [Based on emission factors provided by ADEQ and estimated hours of usage]
Program Maintenance	Cut Down Pollution Program	Provide opportunity for Pima County businesses and residents to improve air quality by procuring and utilizing reduced emission equipment.

Estimated Program Budget and Detailed Tasks

PDEQ will implement the Lawn Equipment Emissions Reduction Program with funding from Arizona Department of Environmental Quality. PDEQ and community partners will promote the program through as many ways as possible including targeted mailings and phone calls, social media, web sites, and paid advertising. Program administration and allowable vouchers amounts provided to the participant will follow the statutory requirements.

FY 22-24 Proposed Budget for Lawn Equipment Emission Reduction Program		
Item	Description	Budget
Vouchers	Commercial lawn mower replacement: 50 @ \$200 = \$10,000 Residential lawn mower replacement: 250 @ \$150 = \$37,500 Residential and commercial devices: 300 @ \$50 = \$15,000	\$62,500
Staff time	Program Manager + benefits Senior Program Manager + benefits Staff assistant + benefits	\$40,000
Administrative Overhead*	Administrative costs for implementing the program	\$12,250
Equipment Collection & Recycling	Lawn mower collection, drainage, engine disabling, dumpster bins, transport	\$3,000
Advertising/Printing/Supplies/Program Promotion	Work with local advertising venues, landscape associations, and social media to inform the community about this program	\$20,000
TOTAL		\$137,750

*Administrative overhead includes: Administrative costs for portion of electricity use, paper, copy machine, computers, software, Information Technology support, accounting support, and a portion of the salaries of personnel in the PDEQ Director's Office. These include the PDEQ Director; Deputy Director, an administrative assistant who helps track expenditures, invoice payments, and contract submittals to County Attorney and the Board of Supervisors; and front office staff who answer and direct calls, assist with purchasing, make deliveries, and sort mail.

Quarterly Invoice Schedule

The County will send quarterly invoices to ADEQ requesting reimbursement within 60 days of the end of the quarter, and invoices shall be paid by ADEQ within thirty days after receipt of invoice. All quarterly invoices requesting reimbursement and monthly program progress reports submitted by the County shall provide reasonable assurance that the tasks and activities specified in the Scope of Work/Work Plan for which reimbursement is requested were actually performed as planned, and expenditures for tasks and activities occurred during period for which reimbursement is requested.

FY 22-24 Detailed Tasks	Staff Time
Program Maintenance	Hours
▪ Draft and process ADEQ contract & Work Plan.	3
▪ Facilitate approval from Pima County Attorney's Office, Clerk of the Board and Board of Supervisors.	3
▪ Continue to enhance list of potential stakeholders to receive program services. Meet, call, mail and/or email representatives from neighborhood associations, school districts, and landscapers for various locations such as resorts.	10
▪ Maintain necessary agreements and/or contracts with collaborative partners for the retirement and recycling of lawn equipment and the purchase of zero-emission equipment.	4
Community Awareness Campaign	Hours
▪ Identify, contact and provide updated info to assist with program promotion, including School Districts, City of Tucson, Oro Valley, Marana, South Tucson, Pima County, Natural Resources Parks & Recreation, University of Arizona, Pima Community College, landscape industry professional societies, and small landscaping companies.	3
▪ Plan communications with media partners, social media, program status updates via the website, and media releases.	4
▪ Implement outreach for on-going promotion and advertising campaign with brand messaging, to inform residents, commercial entities, school districts about the program.	20
▪ Distribute program information via mailings, list-serves, targeted phone calls, social media, websites, and paid advertising.	20
Program Operation and Maintenance	Hours
▪ Approve and track qualifying applications; review, approve and issue vouchers.	390
▪ Work with City of Tucson, Pima County Fleet Services and TRWS transfer stations to address problems associated with the collection of qualifying equipment; document collections (for retirement and recycling of replaced equipment); and process City of Tucson invoices for collection services.	10
▪ Review and approve invoice and cross-check reports from Home Depot.	25
▪ Execute financial oversight and coordinate with Finance Department.	30
▪ Coordinate PDEQ staff training.	5
▪ Address on-going community questions and trouble-shoot issues.	60
▪ Provide status updates, modifying documents as needed.	10

Program Documentation & Administration	Hours
<ul style="list-style-type: none"> ▪ Track and document program outcomes. Prepare ongoing reporting and annual report on program including: <ul style="list-style-type: none"> • Total # of vouchers issued annually. • Total tons of each pollutant reduced for volatile organic compounds, carbon monoxide, particulate matter, and oxides of nitrogen annually. • Dollars spent in table format that follows the work plan proposed budget breakdown. • The number of lawn mowers and other lawn and garden devices retired by brand and year of manufacture. • The cost-effectiveness of the program in terms of dollars spent per ton of emissions reductions. • Any recommendations for improving the effectiveness of the program • The administrative costs of the program. • Other metrics as requested by ADEQ 	20



Barbara A. Escobar, Interim Director
33 N. Stone Avenue, 7th Floor, Tucson, Az 85701 • Phone: 520-724-7363

Voluntary Lawn Equipment Emissions Reduction “Cut Down Pollution” Program Pima County DEQ Work Plan FY22-24

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PDEQ Staff Roles and Responsibilities

Pima County Department of Environmental Quality (PDEQ), in collaboration with Tucson Recycling & Waste Services (TRWS), Pima County Fleet Services, and the City of Tucson Los Reales Landfill, will manage the program in accordance with A.R.S §49-474.02, including data and document collection, financial management, outreach and promotion to targeted entities and the community, collection and recycling of replaced equipment, and progress reporting.

The PDEQ Director will oversee the Department’s lawn equipment emission reduction program. The PDEQ Senior Program Manager will review and confirm allocation of expenses and ensure approved deliverables are met. The Community Education Manager will lead program promotion efforts, facilitate program partnerships and track applications, invoices, collection log forms and documentation to insure program is operating as required. All invoices will be reviewed and approved by PDEQ staff who will also work closely with Pima County’s Finance Department to assure invoices and program participant vouchers are tracked and processed correctly.

Anticipated Program Activity Timeline:

FY22-24 Pima County Lawn Equipment Emission Reduction Program		
Major Activities	Start	End
Conduct general program activities: Review applications for appropriateness, approve or deny drop-off forms, review and approve stamped drop-off form for voucher approval, track and review redeemed vouchers and invoices for accuracy. Respond to inquiries and assist individuals with application and voucher process as needed.	07/01/2022	06/30/2024
Ongoing public outreach and community awareness campaign: Promote and inform residents, commercial entities, municipalities concerning the “Cut Down Pollution” Program via social media, media releases, direct mail/email and advertising.	07/01/2022	06/30/2024
Collect and approve qualifying equipment. Monitor collection site activity and check in with staff and answer questions or address any problems that may arise, retrain staff when necessary. Work with Home Depot staff regarding questions or problems with purchase transactions using vouchers. Monitor account activity online, review invoices and approve for processing as appropriate.	07/01/2022	06/30/2024
Prepare and submit synopsis of program activities for the past month including: <ol style="list-style-type: none">1. Total number of voucher applications received2. Breakdown of total number of vouchers issued for:<ol style="list-style-type: none">a. residential lawn mowers;b. commercial lawn mowers;c. lawn and garden devices	07/01/2022	06/30/2024

Prepare annual report on program including: <ol style="list-style-type: none"> 1. The number of residential and commercial lawn mowers and other lawn and garden devices retired by brand and year of manufacture. 2. The cost-effectiveness of the program in terms of dollars spent per ton of emissions reductions. 3. Any recommendations for improving the effectiveness of the program. 4. The administrative costs of the program. 5. Total number of applications received by fiscal year. 6. Breakdown of the total number of vouchers issued by fiscal year for: <ol style="list-style-type: none"> a. residential lawn mowers; b. commercial lawn mowers; c. lawn and garden devices 7. Total tons of each pollutant reduced per year for volatile organic compounds, carbon monoxide, particulate matter and oxides of nitrogen by fiscal year 8. Excel Spreadsheet with the following breakdown for vouchers issued: <ol style="list-style-type: none"> d. Device type (e.g. lawnmower, trimmer, chainsaw) e. Year of Manufacture f. Annual Usage 9. Emission Factors 	07/01/2022	06/30/2024
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FY 22-24 Deliverables & Air Quality Benefits

The Pima County “Cut Down Pollution” Lawn Equipment Emissions Reduction Program will promote ownership of cleaner operating equipment and the retirement of older, highly polluting lawn equipment by commercial and residential users.

Anticipated Outputs and Outcomes		
Activities	Outputs	Outcomes
Replace 600 pieces of gasoline lawn equipment	600 pieces of electric (or reduced emission generating) lawn equipment in operation.	Annual emission reduction (tons): CO = 70.17 VOC = 10.35 NO _x = 0.37 PM ₁₀ = 0.45 [Based on emission factors provided by ADEQ and estimated hours of usage]
Program Maintenance	Cut Down Pollution Program	Provide opportunity for Pima County businesses and residents to improve air quality by procuring and utilizing reduced emission equipment.

Estimated Program Budget and Detailed Tasks

PDEQ will implement the Lawn Equipment Emissions Reduction Program with funding from Arizona Department of Environmental Quality. PDEQ and community partners will promote the program through as many ways as possible including targeted mailings and phone calls, social media, web sites, and paid advertising. Program administration and allowable vouchers amounts provided to the participant will follow the statutory requirements.

FY 22-24 Proposed Budget for Lawn Equipment Emission Reduction Program		
Item	Description	Budget
Vouchers	Commercial lawn mower replacement: 50 @ \$200 = \$10,000 Residential lawn mower replacement: 250 @ \$150 = \$37,500 Residential and commercial devices: 300 @ \$50 = \$15,000	\$62,500
Staff time	Program Manager + benefits Senior Program Manager + benefits Staff assistant + benefits	\$40,000
Administrative Overhead*	Administrative costs for implementing the program	\$12,250
Equipment Collection & Recycling	Lawn mower collection, drainage, engine disabling, dumpster bins, transport	\$3,000
Advertising/Printing/Supplies/Program Promotion	Work with local advertising venues, landscape associations, and social media to inform the community about this program	\$20,000
TOTAL		\$137,750

*Administrative overhead includes: Administrative costs for portion of electricity use, paper, copy machine, computers, software, Information Technology support, accounting support, and a portion of the salaries of personnel in the PDEQ Director's Office. These include the PDEQ Director; Deputy Director, an administrative assistant who helps track expenditures, invoice payments, and contract submittals to County Attorney and the Board of Supervisors; and front office staff who answer and direct calls, assist with purchasing, make deliveries, and sort mail.

Quarterly Invoice Schedule

The County will send quarterly invoices to ADEQ requesting reimbursement within 60 days of the end of the quarter, and invoices shall be paid by ADEQ within thirty days after receipt of invoice. All quarterly invoices requesting reimbursement and monthly program progress reports submitted by the County shall provide reasonable assurance that the tasks and activities specified in the Scope of Work/Work Plan for which reimbursement is requested were actually performed as planned, and expenditures for tasks and activities occurred during period for which reimbursement is requested.

FY 22-24 Detailed Tasks	Staff Time
Program Maintenance	Hours
▪ Draft and process ADEQ contract & Work Plan.	3
▪ Facilitate approval from Pima County Attorney's Office, Clerk of the Board and Board of Supervisors.	3
▪ Continue to enhance list of potential stakeholders to receive program services. Meet, call, mail and/or email representatives from neighborhood associations, school districts, and landscapers for various locations such as resorts.	10
▪ Maintain necessary agreements and/or contracts with collaborative partners for the retirement and recycling of lawn equipment and the purchase of zero-emission equipment.	4
Community Awareness Campaign	Hours
▪ Identify, contact and provide updated info to assist with program promotion, including School Districts, City of Tucson, Oro Valley, Marana, South Tucson, Pima County, Natural Resources Parks & Recreation, University of Arizona, Pima Community College, landscape industry professional societies, and small landscaping companies.	3
▪ Plan communications with media partners, social media, program status updates via the website, and media releases.	4
▪ Implement outreach for on-going promotion and advertising campaign with brand messaging, to inform residents, commercial entities, school districts about the program.	20
▪ Distribute program information via mailings, list-serves, targeted phone calls, social media, websites, and paid advertising.	20
Program Operation and Maintenance	Hours
▪ Approve and track qualifying applications; review, approve and issue vouchers.	390
▪ Work with City of Tucson, Pima County Fleet Services and TRWS transfer stations to address problems associated with the collection of qualifying equipment; document collections (for retirement and recycling of replaced equipment); and process City of Tucson invoices for collection services.	10
▪ Review and approve invoice and cross-check reports from Home Depot.	25
▪ Execute financial oversight and coordinate with Finance Department.	30
▪ Coordinate PDEQ staff training.	5
▪ Address on-going community questions and trouble-shoot issues.	60
▪ Provide status updates, modifying documents as needed.	10

Program Documentation & Administration	Hours
<ul style="list-style-type: none"> ▪ Track and document program outcomes. Prepare ongoing reporting and annual report on program including: <ul style="list-style-type: none"> • Total # of vouchers issued annually. • Total tons of each pollutant reduced for volatile organic compounds, carbon monoxide, particulate matter, and oxides of nitrogen annually. • Dollars spent in table format that follows the work plan proposed budget breakdown. • The number of lawn mowers and other lawn and garden devices retired by brand and year of manufacture. • The cost-effectiveness of the program in terms of dollars spent per ton of emissions reductions. • Any recommendations for improving the effectiveness of the program • The administrative costs of the program. • Other metrics as requested by ADEQ 	20