



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 06/06/2023

\* = Mandatory, information must be provided

or Procurement Director Award:

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

State of Arizona Department of Environmental Quality

**\*Project Title/Description:**

Voluntary No Drive Days Program

**\*Purpose:**

The purpose of the award is to administer and fund the PDEQ Voluntary No Drive Days/Clean Air Program (VND/CAP), as required by Arizona Revised Statute 49-506 and Pima County Code 17.44.020. ADEQ is providing funding for the program for the 23-24 fiscal year and it will be administered by PDEQ in accordance with the Scope of Work outlined in the new contract.

**\*Procurement Method:**

N/A

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

The principle goal is to reduce vehicle emissions that contribute to air pollution by encouraging drivers within Pima County to drive less and not drive on certain days, and by increasing public awareness of air quality issues and the connection between driving and air quality.

**\*Public Benefit:**

In the past, Pima County has experienced violations of the EPA National Ambient Air Quality Standards (NAAQS). To help prevent further deterioration, several initiatives were developed to reduce air pollution within Pima County, including the VND/CAP. There have been no violations of the EPA air quality standard for carbon monoxide since the program was initiated. However, in 2018, air quality in eastern Pima County violated the more protective EPA ozone standard for the first time. Since motor vehicles contribute to ozone precursors and many community members have respiratory ailments or heart disease (which puts them at risk when air quality is unhealthy), it is important to continue to educate residents about air quality issues and encourage community actions to reduce driving and reduce the public's exposure. The Rillito area has also violated the PM10 air quality standard and has been designated as a nonattainment area so efforts are also made to educate the public about reducing dust emissions.

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

Quarterly reports sent to ADEQ track the progress of the VND/CAP tasks and activity metrics. Invoices and requests for reimbursements will also be sent each quarter within 60 days after the end of the quarter. An annual telephone and internet survey performed by an outside consultant evaluates aspects of the VND/CAP, such as community-wide alternate mode use and awareness of program activities. PDEQ also submits an annual report to ADEQ that includes 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 next year. PDEQ also provides estimates of total emission reductions for CO, VOCs, PM10, PM2.5, and NOx, as well as total emissions saved for the program year.

**\*Retroactive:**

No

*6m I approves  
RM 5/18/23*

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): 23\*134
Commencement Date: 7/1/2023 Termination Date: 6/30/2024 Amendment Number:
Match Amount: \$ Revenue Amount: \$ 268,250

\*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: Pima County Department of Environmental Quality

Telephone: 520-724-6885

Department Director Signature: Ursula Nelson

Date: 5/12/2023

Deputy County Administrator Signature:

Date: 19 May 2023

County Administrator Signature:

Date: 5/20/2023

**AGREEMENT**

**NO. EV23-0021**

**between the**

**PIMA COUNTY**

**and the**

**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**

WHEREAS, **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(B), and **PIMA COUNTY** [hereinafter referred to as the “Grantee”].

WHEREAS, this written Agreement includes all terms in this document and Exhibit A - Scope of Work and Budget and any modifications approved in accordance herewith, and shall constitute the entire Agreement between the parties and supersede all other understandings, oral or written.

THEREFORE, ADEQ and the Grantee agree to the terms contained in this Agreement (“Agreement”).

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement to fund and administer the Pima County Voluntary No Drive Day Program/Clean Air Program pursuant to A.R.S. § 49-506.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall be effective from the date of the last party’s signature and shall terminate on June 30, 2024 contingent upon funding. The Agreement may be renegotiated for additional periods, by formal contract amendment executed with the same formalities as this Agreement.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date.

**III. DESCRIPTION OF SERVICES**

- A. ADEQ shall: Provide funding to the program.
- B. The Grantee shall: Execute the attached **Exhibit A: Scope of Work** (8 pages)
- C. See **Exhibit A** attached.

**IV. MANNER OF FINANCING AND PAYMENT**

The Arizona Department of Environmental Quality shall pay up to a maximum of \$268,250.00 to execute State Fiscal Year (SFY) 2024 Scope of Work attached as **Exhibit A** 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 Amendment.

Invoices shall be paid within thirty days after receipt of an invoice and accompanying documentation that demonstrates the activity was completed.

**V. REPORTING REQUIREMENTS**

See attached scope of work.

**VI. APPLICABLE LAW**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the Arizona Procurement Code at A.R.S. § 41-2501 *et seq.* and administrative rules and regulations A.A.C. R2-7-101 *et seq.* The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders.
- B. 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).
- C. 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).

**VII. NON-AVAILABILITY OF FUNDS**

In accordance with A.R.S. § 35-154, every payment obligation of the Arizona Department of Environmental Quality under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Arizona Department of Environmental Quality at the end of the period for which funds are available. No liability shall accrue to the Arizona Department of Environmental Quality in the event this provision is exercised, and the Arizona Department of Environmental Quality shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**VIII. AUDIT**

In accordance with A.R.S. § 35-214, the Grantee shall retain and shall contractually require each contractor and subcontractor to retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. Upon request, the Grantee shall produce the original of any or all such records.

**IX. CONFLICT OF INTEREST**

In accordance with A.R.S. § 38-511, each Party may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly

involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Parties, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

**X. NON-DISCRIMINATION**

The parties 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 term of this Agreement, the parties 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.

**XI. ADA**

The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

**XII. NO JOINT VENTURE**

It is not intended by this Agreement to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**XIII. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

**XIV. LEGAL AUTHORITY**

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

**XV. SEVERABILITY**

If any provision of this Agreement, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.

**XVI. NOTICES**

The Grantee shall address all notices relative to this Agreement to the Arizona Department of Environmental Quality to:

Amanda Luecker, AICP  
Associate Transportation Planner  
Arizona Department of Environmental Quality  
Vehicle Emissions Control Transportation Solutions  
Unit  
1110 West Washington Street  
Phoenix, AZ 85007  
Email: Luecker.Amanda@azdeq.gov

The ADEQ shall address all notices relative to this Agreement to:

Pima County:  
Natalie Shepp  
Program Manager Senior  
33 N. Stone Avenue, Suite 700  
Tucson, AZ 85701  
Email: Natalie.Shepp@pima.gov

**XVII.**

**INDEMNIFICATION:**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") 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 Indemnitee 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 the Grantee utilize a contractor(s) and subcontractor(s) the indemnification clause between the Grantee 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 Grantee 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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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.

**XVIII. ENTIRE AGREEMENT**

This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this Agreement. This Agreement may not be modified, amended, altered or extended except through a written amendment signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

**PIMA COUNTY**

**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chair  
Board of Supervisors

\_\_\_\_\_  
Daniel Czecholinski  
Director, Air Quality Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
[Title]



**PIMA COUNTY**  
ENVIRONMENTAL QUALITY

PIMA COUNTY SIGNATURE PAGE

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

PIMA COUNTY

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

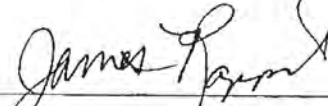
**Ursula Nelson**  
Digitally signed by Ursula Nelson  
DN: cn=Ursula Nelson, o=Pima County,  
ou=Environmental Quality,  
email=ursula.nelson@pima.gov, c=US  
Date: 2023.05.02 13:10:16 -0700

5/2/2023

\_\_\_\_\_  
PDEQ Director

\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Deputy County Attorney

5/2/23  
\_\_\_\_\_  
Date





# **Voluntary No-Drive Days Program**



**Pima County Department of  
Environmental Quality**

## **SCOPE OF WORK**

**For Air Quality Grant Funding  
Fiscal Year 2024**

March 17, 2023

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**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 principal 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.

PDEQ 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, and issuing Ozone, Dust, and Smoke Action Day alerts.

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 FY23-24, 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.   | <p>Collaborate with other agencies, schools, businesses, and groups to advance No-Drive Days goals.</p> <p>Minimum of 4 No-Drive Days focused events, in addition to PDEQ's Drive-Less Pledge.</p> <p>Staff at least 20 booths at schools, businesses, and community events.</p> |
| 2. Create and provide presentations and in-depth interviews.   | <p>Minimum of 50 presentations at schools, community groups, businesses, and the media.</p>  |
| 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. | <p>Minimum of 27 flyers, brochures, articles, news releases, promotional materials, etc.</p> <p>Minimum of 350 public information distribution opportunities.</p> <p>Attain at least 140,000 impressions.</p>  |
| 4. Contract with research professionals to evaluate program through a random survey and utilize additional survey instruments for various audiences.   | <p>Submit surveys as appropriate after presentations or events. Approve questions for contracted annual survey. Receive, analyze and submit results.</p>   |

|   |   |
|---|---|
| 5. Contract with local environmental non-profit organization to implement Youth for Blue Skies program to encourage young people to design and deliver air quality action plans within their own communities. | Work with contractor to ensure that 19 youth are recruited and trained to participate in the program.<br><br>Work with contractor to ensure that youth develop and implement environmental action plans.<br>Work with contractor to host symposium with stakeholders. |
| 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.   |

#### IV. DELIVERABLES

Quarterly reports will be sent to ADEQ tracking the progress of VND Program tasks and activities within 60 days after the end of the quarter. Invoice reports will also be sent each quarter within 60 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                    |
|--|--------------------------------------|
| 1 <sup>st</sup> , 2 <sup>nd</sup> , & 3 <sup>rd</sup> Quarter invoices | 60 days after the end of the quarter |
| 4 <sup>th</sup> Quarter invoice & report                               | On or before August 5, 2024          |
| 1 <sup>st</sup> , 2 <sup>nd</sup> , & 3 <sup>rd</sup> Quarter reports  | 60 days after the end of the quarter |
| Annual report  | 60 days after fiscal year end        |

**VI. BUDGET**

| Description of Work  | Budget                    |
|--|---------------------------|
| <p><b><i>Personnel</i></b><br/>                     Staff time to develop, plan and implement air pollution prevention programs.</p>   | \$110,000.00              |
| <p><b><i>Supplies and Other*</i></b><br/>                     Supplies to engage targeted audiences at multiple events and through presentations. Printing, advertising, promotional incentives, software, interdepartmental charges, vehicle maintenance, telephone, etc.</p> | \$30,100.00               |
| <p><b><i>Contractual</i></b><br/>                     Consultant for annual evaluation survey<br/>                     Non-profit contractor services for Youth for Blue Skies program.</p>  | \$7,000.00<br>\$52,000.00 |
| <p><b><i>Administration**</i></b></p>  | \$69,150.00               |
| <b>Total Budget</b>  | <b>\$268,250.00</b>       |

\***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.