



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: June 6, 2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

Youth Outdoor Experience, dba Ironwood Tree Experience

***Project Title/Description:**

Youth for Blue Skies Program

***Purpose:**

To provide programming to increase community awareness and knowledge of air quality issues related to automobile-generated air pollution using State funding awarded by the Arizona Department of Environmental Quality for the Voluntary No-Drive Days grant (also known as the Clean Air Program grant). Since the concept of a procurement-exempt subrecipient agreement is not recognized in state statutes, the Pima County Attorney has requested that this contract award be treated as a Direct Select Procurement. Accordingly, Department of Environmental Quality requests approval for Youth Outdoor Experience, dba Ironwood Tree Experience to be selected to receive a contract with a not-to-exceed amount of \$52,000 and for a contract term of one year, with the option to extend the contract for an additional four terms each term having additional funds of \$52,000 for implementation of Clean-Air Awareness programming.

***Procurement Method:**

Direct select, per Board of Supervisors Policy D29.6, III-C.

***Program Goals/Predicted Outcomes:**

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

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

Number of student participants; annual symposia.

***Retroactive:**

No.

GMZ approves
New 5/19/23

TO: COB 5-22-23 @
Vers.: 1
Pgs.: 13

MAY22 23PM 12:55 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: CT Department Code: DE Contract Number (i.e., 15-123): 23*0410
Commencement Date: 07/01/2023 Termination Date: 06/30/2024 Prior Contract Number (Synergen/CMS): 22*0366
Expense Amount \$ 52,000 * Revenue Amount: \$

*Funding Source(s) required: ADEQ grant funds

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: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

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

Contact: Natalie Shepp

Department: Environmental Quality

Telephone: 724-6885

Department Director Signature: Ursula Nelson

Digitally signed by Ursula Nelson
DN: cn=Ursula Nelson, ou=Environmental Quality, email=ursula.nelson@bima.gov.ct.us, DN: 2023.05.12 12:48:19 -07:00

Date: 5/12/2023

Deputy County Administrator Signature:

Date: 18 May 2023

County Administrator Signature:

[Handwritten signature]

Date: 5/20/2023



May 17, 2023

To: Jan Leshner, County Administrator

From: Ursula Nelson, Interim Director *UN*

CC: Francisco Garcia, Deputy County Administrator
Terri Spencer, Procurement Director

RE: Request for Direct Selection of Ironwood Tree Experience for State Voluntary No-Drive Days Contract

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Youth Outdoor Experience, dba Ironwood Tree Experience to provide programming to increase community awareness and knowledge of air quality issues related to automobile-generated air pollution, using State funding awarded by the Arizona Department of Environmental Quality for the Voluntary No-Drive Days grant (also known as the Clean Air Program grant).

The State's grant agreement with the County includes a requirement that Pima County "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." The County's Board of Supervisors approved the agreement with ADEQ at its May 16, 2023 meeting. Ironwood Tree Experience is a nationally recognized model program for providing environmental education and activities, with a specific focus on raising environmental awareness with Tucson youth. It is the only non-profit of its kind in the region. Partnering with ITE will expand County's ability to develop new educational, promotional and outreach activities to reach new audiences and increase equity in environmental outreach, particularly geared to underserved communities.

Since the concept of a procurement-exempt subrecipient agreement is not recognized in state statutes, the Pima County Attorney has requested that this contract award be treated as a Direct Select Procurement. Accordingly, Department of Environmental Quality requests approval for Ironwood Tree Experience to be selected to receive a contract with a not-to-exceed amount of \$52,000, and for a contract term of one year, with the option to extend the contract for an additional four terms, each term having additional funds of \$52,000, for implementation of Clean-Air Awareness programming as ADEQ renews or amends its agreement with the County.

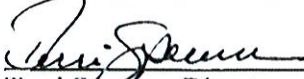
Ursula Nelson, Interim Director

Requested Action

PDEQ requests approval to select ITE for coordination and support of the YBS program activities with a not to exceed amount of \$52,000 for a contract term of one year. An extension option will be effective only upon execution by the Parties of a formal written Amendment, and pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6.III-C.

If you have any questions, please call me at 724-7363.

APPROVED AS TO FORM



Terri Spencer, Director – Procurement Department

5/17/2023

Date

CONCUR



Francisco Garcia, Deputy County Administrator – Health
And Community Services Administration

17 May 2023

Date

DIRECT SELECT APPROVED



Jan Lesher, County Administrator

5/18/2023

Date

Pima County Department of Environmental Quality

Project: Youth for Blue Skies Program

Non-profit: Youth Outdoor Experience, dba Ironwood Tree Experience

Amount: \$52,000

Contract No.: CT-DE-23-0410

Funding: Funds from Arizona Department of Environmental Quality

AGREEMENT

1. Parties and Background.

1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Youth Outdoor Experience, dba Ironwood Tree Experience (ITE), an Arizona non-profit corporation (collectively, the Parties).

1.2. Authority. The Pima County Department of Environmental Quality (PDEQ) Voluntary No-Drive Days (VND) program (also known as the Clean Air Program) is mandated by A.R.S. § 49-506 and Pima County Code 17.44.020.

1.3. Background. The VND program is mandated by both state statute and County code as a means of increasing the community's awareness and knowledge of air quality issues related to automobile-generated air pollution. Among other things, the VND program must develop coordinated 12-month plans to increase use of alternative transportation modes, develop events in conjunction with other organizations or agencies which have the capacity to contribute resources towards air quality awareness, and increase community knowledge of air quality related issues. In 2023, County and Arizona Department of Environmental Quality (ADEQ) entered into a new agreement, to be effective July 1, 2023 through June 30, 2024, to continue the VND program. County's agreement with ADEQ includes a requirement that County "Contract with local environmental non-profit organization to implement the Youth for Blue Skies program to encourage young people to design and deliver air quality action plans within their own communities." The County's Board of Supervisors is expected to approve the agreement with ADEQ at its June 6, 2023 meeting. ITE is a nationally recognized model program for providing environmental education and activities, with a specific focus on raising environmental awareness with Tucson youth. It is the only non-profit of its kind in the region. Partnering with ITE will expand County's ability to develop new educational, promotional and outreach activities to reach new audiences and increase equity in environmental outreach, particularly geared to underserved communities.

2. Term.

2.1. Initial Term. The term of this Agreement commences on July 1, 2023 and will terminate on June 30, 2024 ("Initial Term"). "Term", when used in this Agreement, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial

Term is before the signature date of the last party to execute this Agreement, the Parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.

2.2. Extension Options. County may renew this Agreement for up to four additional periods of up to one year each (each an "Extension Option") as its agreement is renewed or amended. An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. ITE will provide County with the services described in **Exhibit A** (2 pages) at the dates and times described in **Exhibit A** or, if **Exhibit A** contains no dates or times, then upon demand.

4. Key Personnel. ITE will employ suitably trained and skilled professional personnel to perform all program services under this Agreement. Prior to changing any key personnel, especially those key personnel County relied upon in making this Agreement, ITE will obtain the approval of County. The key personnel include the following individuals:

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

5. Compensation and Payment.

5.1. Budget. ITE will be paid on a cost reimbursement basis in accordance with the Budget set forth in **Exhibit A**.

5.2. Not-to-Exceed Amount. County may pay ITE up to \$52,000 (the "NTE Amount") for the Term. The NTE Amount can only be changed by a formal written amendment executed by the Parties. ITE is not required to provide any services, payment for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if ITE does so, it is at ITE's own risk. If an Extension Option is exercised, County and ITE will include in the agreement the revised NTE Amount.

5.3. Sales Taxes. The payment amounts or rates in **Exhibit A** do not include sales taxes. ITE may invoice County for sales taxes that ITE is required to pay under this Agreement. ITE will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices. ITE will invoice County on a monthly basis unless a different billing period is included in **Exhibit A**. County must receive invoices no more than 30 days after the end of the billing period in which ITE delivered the invoiced products or services to County. County may refuse to pay for any product or service for which ITE does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or services invoiced more than 6-months late.

5.5. Content of Invoices. ITE will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Invoices submitted to County shall be in a form substantially similar to **Exhibit B** (1 page).

5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period in Section 22 below, question any payment under this Agreement. If County raises a question about the propriety of a past payment, ITE will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to ITE under this or any

other contract between County and ITE. ITE will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance. ITE will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit ITE's indemnity obligations under this Agreement. County in no way warrants that the Required Insurance is sufficient to protect ITE for liabilities that may arise from or relate to this Agreement. If necessary, ITE may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits. ITE will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to County with A.M. Best rating of not less than A-VII, unless otherwise approved by County.

6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee-disease.

6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

6.2. Additional Coverage Requirements.

6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and ITE must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

6.2.2 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of ITE>

6.2.3. Subrogation Endorsement: The General Liability, Business Automobile, Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of ITE.

6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

6.2.5. Self-Insurance Retention: The Required Insurance policies may not obligate County to pay any portion of ITE's deductible or Self-Insurance Retention (SIR).

6.2.6. Subcontractors: ITE must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) verify each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. ITE must furnish, if requested by County, appropriate insurance certificates for each subcontractor. ITE must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation. ITE must notify County, within two (2) business days of ITE's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

6.4. Verification of Coverage.

6.4.1. ITE must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

6.4.2. County may, at any time, require ITE to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger project must provide actual copies of the additional insured and subrogation endorsements.

6.4.3. ITE must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. ITE must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.

6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications. The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal amendment to this Agreement. Neither the County's failure to obtain a Required Insurance certificate or endorsement, nor the County's receipt of any other information from ITE, its

insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification. To the fullest extent permitted by law, ITE will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of ITE or any of ITE's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claims or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of ITE to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by ITE from and against any and all Claims. ITE is responsible for primary loss investigation, defense and judgment costs for any Claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

8. Laws and Regulations.

8.1. Compliance with Laws. ITE will comply with all federal, state, and local laws, rules, regulations, standards and executive orders. ITE will also comply with the terms and conditions listed in **Exhibit C** (1 page).

8.2. Licensing. ITE warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the Parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. Independent Contractor. ITE is an independent contractor. Neither ITE, nor any of ITE's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. ITE is responsible for paying all federal, state and local taxes on the compensation received by ITE under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of ITE's failure to pay such taxes.

10. Subcontractors. ITE is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that ITE is responsible for the acts or omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. Assignment. ITE may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. Non-Discrimination. ITE will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated by reference into this Agreement,

including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, ITE will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

13. Americans with Disabilities Act. ITE will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. Authority to Contract. ITE warrants its right and power to enter into this Agreement. If any court or administrative agency determines that ITE does not have authority to enter into this Agreement, County will not be liable to ITE or any third party by reason of such determination or by reason of this Agreement.

15. Full and Complete Performance. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it any time is not an accord and satisfaction.

16. Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

17. Termination by County.

17.1. Without Cause. County may terminate this Agreement at any time without cause by notifying ITE, in writing at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to ITE will be payment for services rendered prior to the date of termination.

17.2. With Cause. County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds ITE to be in default of any provision of this Agreement.

17.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to ITE, other than to pay for services rendered prior to termination.

18. Notice. Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:
Ursula Nelson
Acting DEQ Director
33 N. Stone, 7th Floor
Tucson, AZ 85701

ITE:
Suzy Dhruv
Executive Director
738 N. 5th Ave., Unit 101
Tucson, AZ 85705

19. **Non-Exclusive Contract.** ITE understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

21. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

22. **Books and Records.** ITE will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, ITE will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

23. Public Records.

23.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-6-3(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

23.2. Records Marked as Confidential; Notice and Protective Order. If ITE reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, ITE must prominently mark those records "CONFIDENTIAL". In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify ITE of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless ITE has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with security such an order.

24. Legal Arizona Workers Act Compliance.

24.1. Compliance with Immigration Laws. ITE hereby warrants that it will at all times during the term of this Agreement comply with all federal, state and local immigration laws and regulations applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). ITE will further ensure that each subcontractor who performs any work for ITE under this Agreement likewise complies with the State and Federal Immigration Laws.

24.2. Books & Records. County has the right at any time to inspect the books and records of ITE and any subcontractor in order to verify such party's compliance with State and Federal Immigration Laws.

24.3. Remedies for Breach of Warranty. Any breach of ITE's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting ITE to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, ITE will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of ITE.

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

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

25. **Amendment**. The Parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the Parties.

26. **Entire Agreement**. This document constitutes the entire agreement between the Parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.

27. **Effective Date**. This Agreement will become effective when all Parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature.)

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Pima County

Chair, Board of Supervisors


Date

ATTEST:

Clerk of the Board

Date

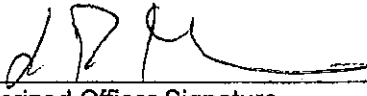
APPROVED AS TO FORM

 5/2/23

Deputy County Attorney

James Rappaport
Print Deputy County Attorney Name

Youth Outdoor Experience



Authorized Officer Signature

5/17/23

Date

APPROVED AS TO CONTENT

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 11:01:10 -0700

Department Head

Exhibit A (2 Pages) Scope of Services

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

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

Program Services: To help County build awareness of air quality issues, ITE will continue a program for youth from schools in under-resourced and environmentally stressed communities within County, to be called the Youth for Blue Skies Program (YBS) that will commence at the start of the period of performance, with a final symposium and report and described below. ITE will:

1. Select and retain up to 15 youth from the target communities to include in YBS. Participants will be known as Project Specialists. The Project Specialists will receive training from ITE. Based on the training and guidance from ITE, Project Specialists will formulate and implement action plans ("Action Plans") focused on reducing air pollution, addressing climate change and environmental justice in their local communities. Project Specialists will receive a stipend from ITE upon completion of the Action Plans and participation in the symposium. ITE will separately invoice County for each stipend paid to a Project Specialist.
2. ITE will also identify and include other strategic partners to participate in YPS, and will highlight the partnership and activities in media, print, and social media postings.
3. Meet with County at least monthly to monitor progress, advance program goals, assure meeting desired outcomes, nurture strategic partnerships, and provide opportunities for youth volunteer services, internships and similar opportunities.
4. Schedule and facilitate a symposium at the end of the school year. The symposium will highlight the Action Plans developed and implemented by the Project Specialists with the broader community and to obtain community feedback on the experience with YBS. The

symposium will be held during the final month of the performance period of this Agreement.

5. ITE must obtain County authorization to access any County facility or property. County may direct ITE to any County department as appropriate to obtain authorization.
6. Collect data to evaluate vehicle emission reductions and other relevant environmentally sustainable impacts resulting from the Action Plans.

Budget:

Cost Category	Amount
Personnel and Fringe Benefits	\$34,295
Materials and Supplies	\$4,365
Project Specialist Stipends	\$6,000
Transportation Costs	\$2,610
Indirect Costs (10% of program costs)	\$4,727
Total Program Budget	\$51,997

Project Goals/Predicted Outcomes:

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

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

Metrics: Number of Action Plans generated by Project Specialists at the end of the program period.

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

END OF EXHIBIT A

PIMA COUNTY INVOICE REQUEST
Grants Management and Innovation-ARPA Treasury CSLFRE

Invoice for the Month of _____, 2021

PLEASE SEND INVOICE TO THE ATTENTION OF: Grants Management & Innovation Attn: Maggie Crocenas 110 W Congress 4th Floor Tucson, AZ 85703 M. Crocenas	AGENCY INVOICE INFORMATION: Agency Name Agency Agency Address City, State, Zip Code
---	--

FEDERAL FUNDING INFORMATION _____

INVOICE DATE _____

PROGRAM NUMBER _____

INVOICE # _____ CEDA # 97.02A

PLEASE MAKE SURE YOU ENTER AN INVOICE DATE IN SPACE L10 (date invoice is prepared, not month being billed)

APPROVED BUDGET & BILLING DETAILS (07/01/21 - 06/30/22)

PAYMENT TERMS, INVOICE DATE	APPROVED BUDGET	MONTHS												TOTAL FY BUDGET	BUDGET REMAINING		
		Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22				
Total Budget																	
Spent To																	
UNAVAILABLE BUDGET																	

By signing this report, I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been determined in accordance with the agreement for management and implementation of the cost-acted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit, and (2) the report is true, complete and accurate, and the expenditures, disbursements and commitments under the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent statements or records of any material fact may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise (31 USC Code 8801, 31 USC Section 3801 and Title 31, Sections 3729, 3732 and 3803, 3812).

REQUIRED SIGNATURES:

Agency Preparer Signature - please print & sign _____ Date _____ Contact/Phone Number _____

Agency Authorized Approver Signature - please print & sign _____

Date bill sent/submit Date used for corrections/feedback _____

FOR PIMA COUNTY USE ONLY _____

Date received & submitted for payment/transfer _____

END OF EXHIBIT B

EXHIBIT C (1 Page)
Terms and Conditions

1. Use of Funds. ITE understands and agrees that it will use funds provided to it under this Agreement to develop, administer and evaluate the YBS program.
2. Reporting. ITE agrees to comply with the reporting obligations established in **Exhibit A.**
3. Compliance with Applicable Law and Regulations. ITE agrees to comply with all applicable statutes, regulations and executive orders relating to the VND program, including, without limitation:
 - i. All relevant statutes and regulations applicable to the provision of educational services to school-age children;
 - ii. Prohibitions against discrimination applicable to this Agreement.