



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: August 6, 2019

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Arizona Department of Environmental Quality (ADEQ)

***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 Program in Pima County, as required by Arizona Revised Statutes 49-474.02. ADEQ will provide the funding for the program and it will be administered by the Pima County Department of Environmental Quality in accordance with the work plan outlined in the contract. The program will allow residents to exchange polluting lawn and garden equipment for a voucher for low or no emissions equipment. This will improve the air quality in the State.

***Procurement Method:**

Not Applicable

***Program Goals/Predicted Outcomes:**

The annual goal of the program is to replace 800 pieces of gasoline lawn equipment which emit air pollution. The annual emission reduction based on this number (and last year's program numbers) is 14.39 tons of Carbon Monoxide (CO), 1.10 tons of Volatile Organic Compounds (VOC), 0.007 tons of Nitrogen Oxides (NOx) and 0.52 tons of Particulate Matter (PM10). The lifetime emission reduction is expected to be (in tons) 86.34 of CO, 6.6 of VOC, 0.042 of NOx and 0.522 of PM10.

***Public Benefit:**

According to the Environmental Protection Agency (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 is an opportunity for Pima County residents to improve air quality which may reduce health costs for residents affected by poor air quality.

When air quality affects visibility, it may reduce tourism and businesses that may want to locate in Pima County. Participating residents will be exchanging their gasoline garden equipment for a credit voucher to purchase a lower or no emissions piece of equipment. This will generate revenue for the companies in Pima County that participate in the program and sell the new equipment.

***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:**

PDEQ is requesting that the Board of Supervisors approve the acceptance of the funding. The agreement became effective upon being signed by all parties, which was April 29, 2019.

Contract / Award Information

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

Effective 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 22-73.***Amendment / Revised Award Information**

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☒ Award ☐ Amendment

Document Type: GTAW Department Code: DE Grant Number (i.e., 15-123): 19*125

Effective Date: 4/29/2019 Termination Date: 4/29/2020 Amendment Number: _____

☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 220,000.00***All Funding Source(s) required:** ADEQ***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)?**

Not Applicable

Contact: Ursula Nelson, Director

Department: Environmental Quality

Telephone: 724-7454

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

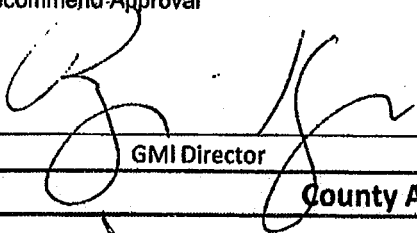
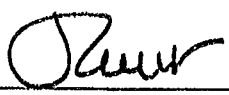
County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

GRANT APPLICATION APPROVAL REQUEST

Instructions: Fill out the top section of this form completely. Contact the program Grants Management & Innovation (GMI) Lead if you require assistance (724-2240). Email your completed request to: GMI@pima.gov. Your request will be forwarded to County Administration for review. Notification of approval requests should be submitted at least 15 business days prior to the application's submission deadline (AP 5-1 Procedure).

Requesting department or entity:	Department of Environmental Quality Date: 6/17/19	
Contact information:	Name: Ursula K. Nelson, P.E. Director Telephone: (520) 724-7454	
Funding opportunity title:	Voluntary Lawn Equipment Emissions Reduction Program	
Link to opportunity:	https://www.azleg.gov/ars/49/00474-02.htm	
Funding agency:	State of Arizona Department of Env Quality	
Amount to be requested:	\$ 220,000.00	
Due date and time:	N/A (RM) grant applied for ARS in effect. Select One	
What are you going to spend the money on?	<p>The State of Arizona mandated this program (ARS 49-474.02) for counties with a population of over 500,000 people in an effort to improve air quality and reduce air pollution produced by gasoline powered lawn and garden equipment. The Pima County Department of Environmental Quality is participating in the State of Arizona's lawn and garden equipment replacement program by accepting \$220,000 to fund 1) staff and administrative costs to conduct and manage the program, 2) 800 vouchers valued up to \$200 per voucher towards the purchase of a new electric or battery-powered lawn mower and/or lawn and garden device when the old gasoline-powered equipment is recycled, 3) old equipment collection and disposal, and 4) educational and promotional material and advertising costs.</p> <p>The program encourages the use of clean electric or battery powered lawn and garden equipment rather than gasoline powered lawn and garden equipment to aid in the reduction of air pollution year-round.</p>	
What will be the benefit to Pima County?	<p>Pima County exceeded the EPA health standard for ground-level ozone in 2018. Gasoline powered lawn mowers are a source of ground-level ozone pollution in the Tucson metro area. The replacement program will reduce levels of ground-level ozone by replacing 800 gasoline lawnmowers or other gardening equipment with electric equipment. In addition, outreach and education funded by the grant may convince others to replace their aging mowers with electric versions to support clean air.</p> <p>These funds have already been awarded.</p>	
Indirect costs – check one:	<input checked="" type="checkbox"/> I will be requesting indirect costs. Indirect-cost rate to be requested: 86.43 % <input type="checkbox"/> I have attached a request for waiver of indirect costs (GMI Intranet) <input type="checkbox"/> I need help understanding Indirect costs	
By: <u>R G J</u>		Date: <u>June 19, 2019</u>
Department Director or Designee		

GRANT COST/BENEFIT ANALYSIS To be completed by GMI staff			
CFDA No.			
Competitive Criteria:	The county was offered this money by the Arizona Department of Environmental Quality. The County did not compete for the money. These funds have already been awarded.		
Other Factors:	PDEQ will charge ADEQ "Indirect Costs" based on the Pima County Finance (DA)-calculated, department-specific overhead rate, multiplied by actual salary costs. This percentage is currently 86.43%, as of October 2018, and will be adjusted as new rates are published.		
Number of Awards:	Total amount to be awarded:		
Match Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If required what is the amount/percent: _____			
Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):	There will be some cost to track vouchers given to participants to purchase electric lawn mowers. Vouchers will not be monetary, and PDEQ staff will ensure voucher tracking history is available for backup documentation for all invoicing activity.		
Will this project require additional office/project space?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will this project require staff time that cannot be paid for by the grant?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will your project require any equipment items over \$5,000 per item?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the proposal use a fixed price contract?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is this project subject to Human Subjects compliance?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this project involve subrecipients?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is there a Statutory Funding Preference from the funding agency?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Allowable Indirect Rate: _____ If Indirect is not allowed, attach documentation.			
List any other proposal or funder specific requirements:			
GMI notes & recommendations: Recommend Approval			
By: 		Date: <u>6/20/19</u>	
GMI Director			
County Administrator Approval Request			
Approved: _____ Not Approved: _____ Subject to Further Review: <input type="checkbox"/> Yes <input type="checkbox"/> No			
If your project is subject to further review, please contact your GMI Lead to discuss necessary revisions prior to resubmission of the Grant Approval Application Request.			
By: 		Date: <u>6/21/2019</u>	
County Administrator or Designee			

Contract No: 27N-DE-19-186 Amendment No: _____

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



**GENERAL SERVICES CONTRACT (GSC)
ARIZONA DEPARTMENT
OF
ENVIRONMENTAL QUALITY**

Page 1 of 11

Contract No.: EV19-0009

Effective Date: Upon Final Signature

Termination Date: 12/01/2020

Agreement Title: Pima County Voluntary Lawn Equipment Emissions Reduction Program

COUNTY

Pima County Department Environmental Quality

33 N. Stone Avenue, Suite 700
Tucson, Arizona 85701-1429

Name: Ursula Kramer Nelson, P.E.
Title: Director
Phone: (520) 724-7400

CONTRACT ADMINISTRATOR

Arizona Department of Environmental Quality
Contracts and Procurement Section
1110 West Washington Street
Phoenix, AZ 85007-2935

Chief Procurement Officer: Teena Ziegler
Procurement Officer: Merrillyn Forbin
Phone/Email: Forbin.Merrilyn@azdeq.gov

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

The purpose of this Agreement is to fund and administer the **Voluntary Lawn Equipment Emissions Reduction Program**, in Pima County, as required by A.R.S. § 49-474.02. ADEQ will provide funds to the Voluntary Lawn Equipment Emissions Reduction Fund and administer the fund, as required by A.R.S. § 49-474.02. Pima County Department of Environmental Quality will administer the program, in accordance with the attached Voluntary Lawn Equipment Emissions Reduction Program Work Plan. This program will allow the exchange of polluting Lawn and Garden Equipment for lower (or no) emissions equipment, thereby improving the State's air quality.

This Agreement, including Agreement Terms, Scope of Work, 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

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

Approved by Pima County Procurement Director:

Margaret J. [Signature] 4/18/19
DATE:

Approved as to form:

[Signature]
Lesley Lukach, Deputy Co. Attorney

**PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL
QUALITY**

**ARIZONA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

Signature

Ursula K. Nelson

Ursula K. Nelson, P.E.
Printed Name

Director
Title

April 12, 2019
Date

Signature

[Signature]

Timothy Franquist, Jr.
Printed Name

Director, Air Quality Division
Title

The above referenced Contract is hereby executed this
29 Day of APRIL, 2019.

1. **Recitals:** The purpose of this Agreement is to fund and administer the Pima County Voluntary Lawn Equipment Emissions Reduction Program (the Program), as described by A.R.S. § 49-474.02.
- 1.12 ADEQ will provide funding to the Program from the Voluntary Lawn Equipment Emissions Reduction Fund (the Fund). ADEQ will administer the Fund and transfer funds to the County.
- 1.13 The County will execute the attached Scope of Work, herein called Work and return any unused funds to the Fund.
- 1.14 This program will allow the exchange of polluting Lawn and Garden equipment for lower (or no) emissions equipment, thereby improving the State's air quality.
2. **Definitions:** The Parties agree to expeditiously initiate and complete the scope of work under this Agreement. The Parties warrant, represent and agree that they, their employees and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.
 - 2.12 "§" means Section.
 - 2.13 "A.A.C." means Arizona Administrative Code.
 - 2.14 "A.R.S." means Arizona Revised Statutes.
 - 2.15 "Agreement" means this written document between ADEQ and PIMA COUNTY.
 - 2.16 "Fund" means Voluntary Lawn Equipment Emissions Reduction Fund.
 - 2.17 "County" means PIMA COUNTY.
 - 2.18 "Department" or "ADEQ" means the Arizona Department of Environmental Quality.
 - 2.19 "Parties" means ADEQ and PIMA COUNTY.
 - 2.20 "State" means the State of Arizona.
 - 2.21 "Program" means Voluntary Lawn Equipment Emissions Reduction Program.
3. **Access to Information:** Subject to statutory confidentiality requirements of the State of Arizona, the County, and ADEQ, both parties to this Agreement shall have full, complete and equal access to data and information prepared under this Agreement on a no-charge basis.
4. **Amendment:** This Agreement may be modified only by written Contract Amendment signed 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.
5. **Amount of Agreement:** ADEQ will provide County with up to **\$220,000** in one lump sum to execute the Scope of Work. Any changes or modifications to any part of this agreement shall be modified only by written Contract 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. **Conflict Resolution Procedures:**
- 7.12 This Contract shall be governed by and construed in accordance with the laws of the State of Arizona and the Arizona Procurement Code.
- 7.13 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).
- 7.14 This Agreement is subject to mandatory arbitration pursuant to A.R.S. § 12-1518, A.R.S. § 12-133, and rules adopted pursuant to those statutes. If a dispute arises out of this Agreement or any subcontract thereto, and the amount in controversy does not exceed the statutory amount as set forth by statute, the matter shall be, upon filing the matter with Maricopa County Superior Court, submitted to and decided by an arbitrator or arbitrators. Az.R.Civ.Pro.72-76.1. Each party shall bear its own arbitration fees, attorney fees and costs. The decision of the arbitrator is final and is not binding upon the parties.
8. **Assignment:** Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.
9. **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.
10. **Agreement Term:** The initial term of this Agreement shall be from the date of the last party's signature through **December 1, 2020**. The Agreement may be renegotiated for additional periods, by formal Contract Amendment, subject to the requirements and/or limitations by Federal or State regulations
11. **Effective Date:** This Agreement shall become effective upon execution the date of the last party's signature.
12. **Notices, Correspondence, Reports:**
- 12.12 All notices and correspondence from the County shall be sent to:
- | | |
|---|---|
| Heather Colson, Section Manager
Voluntary Programs, Air Quality Division
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
(602)771-4488
Colson.heather@azdeq.gov | Elias Toon, Environmental Science Specialist
Voluntary Programs, Air Quality Division
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
(602)-771-4665
Toon.elias@azdeq.gov |
|---|---|
- 12.13 All correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:
- | | |
|---|---|
| For ADEQ:
Merrilyn Forbin, Sr. Procurement Specialist
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, Arizona 85007
(602)-771-4492
Forbin.merrilyn@azdeq.gov | For Pima County:
Beth Gorman, Senior Program Manager
Pima County Department of Environmental Quality
33 N. Stone Avenue, Suite 700
Tucson, Arizona 85701
(520)-724-7446
Beth.gorman@pima.gov |
|---|---|

- 12.14 Either party to this Agreement may designate a new contact by filing a notice with the other party in accordance with these notice requirements.
13. **Ownership of Information:** Both parties retain title to all documents, reports, data, and other materials prepared as a part of the Program. ADEQ and County shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement.
14. **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.
15. **Program Review:** It is the responsibility of the County to coordinate with ADEQ regarding the progress of the Program at least monthly. ADEQ may request, at its discretion, progress updates.
16. **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.
17. **Termination:**
- 17.1 ADEQ or the County may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the County or ADEQ, as appropriate. The notice shall specify the effective date of termination.
- 17.2 In the event the Agreement is terminated, with or without cause, the County shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ and shall make a payment to ADEQ of a pro-rated portion of the upfront payment the County received pursuant to paragraph 5 of this Agreement within 45 days of giving or receiving notice of termination. The pro-rated portion shall be calculated based on an estimate of the percentage of work required to complete the project that has not been performed by the County.
18. **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.
19. **E-Verify:** To comply with A.R.S. § 41-4401(A), each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.
20. **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.
21. **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.

22. **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.
23. **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.
24. **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.
25. **Lobbying:** The County 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 County 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 County shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.
26. **Antitrust Recovery:** The County 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 the County toward fulfillment of this Agreement.



33 N. Stone Avenue, Suite 700
Tucson, Arizona 85701-1429
www.pima.gov/deq

Ursula Krumer Nelson, P.E.
Director

(520) 724-7400
FAX (520) 838-7432

Voluntary Lawn Equipment Emissions Reduction Program Pima County DEQ Work Plan

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). According to the 2017 Pima County Department of Environmental Quality (PDEQ) Emission Inventory Report, gasoline powered lawn and garden equipment generates 216 tons/year of NO_x and 1,695 tons/year of VOCs.

The "Evaluation of the 2017-2018 Pima County Clean Air Program Campaign and Clean Water Program Campaign Survey" includes a random sampling of 500 Pima County households. This telephone/internet survey gathered a wide range of information concerning use of gasoline-powered lawn mowers, chainsaws, leaf blowers/vacuums, string and hedge trimmers and other lawn and garden equipment with 2-stroke and 4-stroke engines. This information will be a useful resource as the PDEQ develops the Lawn Equipment Emission Reduction Program.

Survey participants revealed that 14% of households in eastern Pima County use gasoline-powered lawn and garden equipment. 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 much more desirable for commercial and residential users.

The opportunity to replace older, higher polluting lawn mowers will significantly help 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), will manage the program in accordance with A.R.S §49-474.02, including data

and document collection, financial management, outreach to targeted entities, program promotion to community, retirement and recycling of replaced equipment, and progress reporting. TRWS is under contract with Pima County to operate the County's landfills and transfer stations where retired equipment will be collected. PDEQ will also seek other partners for additional drop off locations.

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 and documentation to insure program is operating as required. All invoices will be reviewed and approved by PDEQ's Senior Program Manager. PDEQ staff will work closely with Pima County's Finance Department to assure program participant vouchers are tracked and issued in an accurate and prompt manner.

Anticipated Program Activity Timeline:

Pima County Lawn Equipment Emission Reduction Program		
Major Activities	Start	End
Program development Develop program policies and procedures. Create on- line documents and forms. Research potential partners. Establish necessary agreements with collaborative partners for the retirement and recycling of lawn and garden equipment.	06/12/2019	9/06/2019
Public outreach planning and implementation Plan kick-off promotion event, plan, develop and implement communications, social media, program status updates via the website, and media releases.	09/9/2019	10/30/2019
Ongoing community awareness campaign Promote and inform residents, commercial entities, municipalities and school districts concerning the Lawn Equipment Emissions Reduction Program.	10/31/2019	4/01/2020
Collect and approve qualifying applications and issue vouchers.	11/01/2019	4/15/2020
Prepare annual report on program including: 1. Number of lawn and garden devices retired by brand and year of manufacture 2. Cost effectiveness of the program in terms of dollars spent per ton of emissions reductions. 3. Recommendations for improving program efficiency. 4. Administrative costs of the program. .		12/1/2019 12/1/2020

Deliverables & Air Quality Benefits

The Pima County 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 800 pieces of gasoline lawn equipment	800 pieces of electric (or reduced emission generating) lawn equipment in operation.	<p>Annual emission reduction (tons): CO = 14.39 VOC = 1.10 NO_x = 0.007 PM₁₀ = 0.52</p> <p>Lifetime emission reduction (tons): CO = 86.34 VOC = 6.6 NO_x = 0.042 PM₁₀ = 0.522</p> <p>[Based on collection data from Maricopa County's 2108 Lawn Mower Replacement Program]</p>
Program Development	Lawn Equipment Emission Reduction Program	Opportunity for Pima County businesses and residents to improve air quality by utilizing reduced emission equipment.
Outreach	Dissemination of project information via association meetings, mailings, targeted phone calls, social media, events, websites and paid advertising.	Include overview of the Pima County Lawn Equipment Reduced Emissions Program outreach events; increase public awareness of the health impacts of ground-level ozone.
Project Administration	<p>Progress Reports- monthly</p> <p>and Annual Report Due December 1</p>	<p># of voucher applications received per month # of vouchers issued per month # lawn mowers retired by brand # lawn mowers retired by year Other metrics as requested by ADEQ</p> <ol style="list-style-type: none"> 1. Total # of vouchers issued annually. 2. Total tons of each pollutant reduced per year for volatile organic compounds, carbon monoxide, particulate matter, and oxides of nitrogen annually. 3. Prospective 6 year emission reductions in tons for each of volatile organic compounds, carbon monoxide,

		particulate matter, and oxides of nitrogen. 4. Dollars spent in table format that follows the work plan proposed budget breakdown 5. Other metrics as requested by ADEQ 6. The number of lawn mowers and other lawn and garden devices retired by brand and year of manufacture. 7. The cost-effectiveness of the program in terms of dollars spent per ton of emissions reductions. 8. Any recommendations for improving the effectiveness of the program 9. The administrative costs of the program.
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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.

Proposed Budget for Lawn Equipment Emission Reduction Program		
Item	Description	Budget
Vouchers	800 @ \$150 or \$200 voucher (mix of residential and some commercial equipment)	\$133,000
Staff time	Program Manager + benefits Senior Program Manager + benefits	\$32,000
Administrative Overhead*	Administrative costs for implementing the program	\$20,600
Equipment Collection & Recycling	Lawn mower collection, drainage, engine disabling, dumpster bins, transport	\$10,000
Advertising/Printing/Supplies/Program Promotion	Work with local advertising venues, landscape associations, and social media to inform the community about this program	\$24,400
TOTAL		\$220,000

*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 direct calls, assist with purchasing, make deliveries, and sort mail.

Detailed Tasks	Staff Time
Program Development	Hours
▪ Draft and process ADEQ contract & Work Plan.	12
▪ Facilitate approval from Pima County Attorney's Office, Clerk of the Board and Board of Supervisors.	4
▪ Research websites and documents from similar programs and contact other organizations with similar programs such as: South Coast Air Quality Management District (SCAQMD), Maricopa County, San Francisco, Denver and search on-line examples.	5
▪ Create list to identify potential implementation partners. (ie. reference professional associations and consult with TRWS, Pima County Natural Resources Parks and Recreation (NRPR) and Tucson Clean and Beautiful, etc.)	6
▪ Create list of potential stakeholders to receive program services. Initiate contacts and recruit partnerships: meet and/or call representatives from neighborhood associations, municipalities, school districts, and landscapers for various locations such as resorts.	34
▪ Develop program policies and procedures based on research and stakeholder input, including program and eligibility requirements, qualified equipment, steps for voucher process and amounts.	14
▪ Establish necessary agreements and/or contracts with collaborative partners for the retirement and recycling of lawn equipment.	30
▪ Work with IT Department to create on-line documents and registration forms.	44
Outreach Planning	Hours
▪ Create a detailed strategic plan for kick-off promotion.	10
▪ Identify potential partners to assist with program promotion, including Tucson Recycling & Waste Services, 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.	14
▪ Plan communications with media partners, social media, program status updates via the website, and media releases.	32
Community Awareness Campaign Implementation	Hours
▪ Work with Communications Department to develop graphics package of promotional materials with visual identity for campaign to generate brand awareness.	28
▪ Work with the IT Department to utilize existing software, if possible, to develop user friendly online forms and data tracking systems.	55
▪ Use strategic plan for outreach to implement on-going promotion and advertising campaign with brand messaging, to inform residents, commercial entities, municipalities and school districts about the program.	40

<ul style="list-style-type: none"> ▪ Distribute program information with step-by-step participation instructions via mailings, list-serves, targeted phone calls, social media, websites, and paid advertising. 	34
Program Operation and Maintenance	Hours
<ul style="list-style-type: none"> ▪ Approve and track qualifying applications; coordinate with TRWS at landfills and transfer stations to collect qualifying mowers; document collections (for retirement and recycling of replaced equipment); and process invoices. 	120
<ul style="list-style-type: none"> ▪ Spot-check the collection sites and metal recycling for program compliance. 	54
<ul style="list-style-type: none"> ▪ Execute financial oversight and coordinate with Finance Department. 	60
<ul style="list-style-type: none"> ▪ Coordinate training, tracking and issuing vouchers to participants. 	94
<ul style="list-style-type: none"> ▪ Address on-going community questions and trouble-shoot issues. 	60
<ul style="list-style-type: none"> ▪ Provide status updates, modifying documents as needed. 	25
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 per year for volatile organic compounds, carbon monoxide, particulate matter, and oxides of nitrogen annually. ▪ Prospective 6 year emission reductions in tons for each of volatile organic compounds, carbon monoxide, particulate matter, and oxides of nitrogen. ▪ Dollars spent in table format that follows the work plan proposed budget breakdown (per Tim discussion with Ursula). ▪ 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 	52



PIMA COUNTY

ENVIRONMENTAL QUALITY

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Voluntary Lawn Equipment Emissions Reduction Program Pima County DEQ Work Plan

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). According to the 2017 Pima County Department of Environmental Quality (PDEQ) Emission Inventory Report, gasoline powered lawn and garden equipment generates 216 tons/year of NO_x and 1,695 tons/year of VOCs.

The “Evaluation of the 2017-2018 Pima County Clean Air Program Campaign and Clean Water Program Campaign Survey” includes a random sampling of 500 Pima County households. This telephone/internet survey gathered a wide range of information concerning use of gasoline-powered lawn mowers, chainsaws, leaf blowers/vacuums, string and hedge trimmers and other lawn and garden equipment with 2-stroke and 4-stroke engines. This information will be a useful resource as the PDEQ develops the Lawn Equipment Emission Reduction Program.

Survey participants revealed that 14% of households in eastern Pima County use gasoline-powered lawn and garden equipment. 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 much more desirable for commercial and residential users.

The opportunity to replace older, higher polluting lawn mowers will significantly help 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), will manage the program in accordance with A.R.S §49-474.02, including data and document collection, financial management, outreach to targeted entities, program promotion to community, retirement and recycling of replaced equipment, and progress reporting. TRWS is under contract with Pima County to operate the County’s landfills and transfer stations where retired equipment will be collected. PDEQ will also seek other partners for additional drop off locations.

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 and documentation to insure program is operating as required. All invoices will be reviewed and approved by PDEQ's Senior Program Manager. PDEQ staff will work closely with Pima County's Finance Department to assure program participant vouchers are tracked and issued in an accurate and prompt manner.

Anticipated Program Activity Timeline:

Pima County Lawn Equipment Emission Reduction Program		
Major Activities	Start	End
Program development Develop program policies and procedures. Create on-line documents and forms. Research potential partners. Establish necessary agreements with collaborative partners for the retirement and recycling of lawn and garden equipment.	06/12/2019	9/06/2019
Public outreach planning and implementation Plan kick-off promotion event, plan, develop and implement communications, social media, program status updates via the website, and media releases.	09/9/2019	10/30/2019
Ongoing community awareness campaign Promote and inform residents, commercial entities, municipalities and school districts concerning the Lawn Equipment Emissions Reduction Program.	10/31/2019	4/01/2020
Collect and approve qualifying applications and issue vouchers.	11/01/2019	4/15/2020
Prepare annual report on program including: 1. Number of lawn and garden devices retired by brand and year of manufacture 2. Cost effectiveness of the program in terms of dollars spent per ton of emissions reductions. 3. Recommendations for improving program efficiency. 4. Administrative costs of the program.		12/1/2019 12/1/2020

Deliverables & Air Quality Benefits

The Pima County 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.	<p>Annual emission reduction (tons): CO = 14.39 VOC = 1.10 NO_x = 0.007 PM₁₀ = 0.52</p> <p>Lifetime emission reduction (tons): CO = 86.34 VOC = 6.6 NO_x = 0.042 PM₁₀ = 0.522</p> <p>[Based on collection data from Maricopa County's 2108 Lawn Mower Replacement Program]</p>
Program Development	Lawn Equipment Emission Reduction Program	Opportunity for Pima County businesses and residents to improve air quality by utilizing reduced emission equipment.
Outreach	Dissemination of project information via association meetings, mailings, targeted phone calls, social media, events, websites and paid advertising.	Include overview of the Pima County Lawn Equipment Reduced Emissions Program outreach events; increase public awareness of the health impacts of ground-level ozone.
Project Administration	Annual Report	Annual progress reporting to include number of lawn equipment replacements, tons of air pollution reduced, and other information as required.

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.

Proposed Budget for Lawn Equipment Emission Reduction Program		
Item	Description	Budget
Vouchers	800 @ \$150 or \$200 voucher (mix of residential and some commercial equipment)	\$133,000
Staff time	Program Manager + benefits Senior Program Manager + benefits	\$32,000
Administrative Overhead*	Administrative costs for implementing the program	\$20,600
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