



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: December 17, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson

***Project Title/Description:**

PDEQ & City of Tucson Collection and Proper Disposal of Gasoline Powered Lawn and Garden Equipment

***Purpose:**

Pima County Department of Environmental Quality (PDEQ) is participating in the State of Arizona's lawn and garden equipment replacement program in accordance with A.R.S. 49-474.02. The program will provide approximately 800 vouchers towards the purchase of a new electric or battery-powered lawn mower and/or garden device when the old gasoline-powered equipment is recycled.

The City of Tucson has trained personnel at the Los Reales Landfill's Household Hazardous Waste Program who can document the receipt of the gas-powered lawn and garden equipment, render the equipment unusable and recycle and properly dispose of the equipment and fluids. The Los Reales Landfill would be a convenient equipment drop-off location for some program participants. PDEQ will provide \$10 to the City of Tucson for each piece of equipment processed.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The annual goal of the program is to replace 800 pieces of gasoline lawn equipment which emit air pollution. In order to facilitate this goal and provide a convenient drop-off location for participants, PDEQ would like to work with the City of Tucson by having them collect and recycle the equipment.

The annual emission reduction based on this amount of equipment 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, 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.

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 and other data collected will be used to determine the amount of air pollution reduced. PDEQ will be responsible for preparing monthly and annual reports for Arizona Department of Environmental Quality to determine the cost effectiveness of the program in terms of dollars spent per ton of emissions reduced.

***Retroactive:**

No.

DEC 09 19:40:43 PCD KDF RD

To: COB - 12-9-19
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pgs - 7 (3)
Menden

Procure Dept 12/09/19 11:57

Contract / Award InformationDocument Type: CT Department Code: DE Contract Number (i.e., 15-123): 20*177Effective Date: 12/17/2019 Termination Date: 12/16/2019 Prior Contract Number (Synergen/CMS): _____☒ **Expense Amount:** \$* Up to 50,000.00 as funding allows ☐ Revenue Amount: \$ _____***Funding Source(s) required:** ADEQ funding provided to PDEQ for Voluntary Lawn and Garden Equipment Emissions Reduction ProgramFunding 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: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:** _____***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☒ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**Not ApplicableContact: Beth Gorman, Senior Program ManagerDepartment: Environmental QualityTelephone: 724-7446Department Director Signature/Date: [Signature] 12-10-2019Deputy County Administrator Signature/Date: [Signature] 12/9/19County Administrator Signature/Date: [Signature] 12/9/19

(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	CT-DE-20-177
AMENDMENT NO.	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**Intergovernmental Agreement
between
Pima County and City of Tucson
regarding**

Collection and Proper Disposal of Gasoline Powered Lawn and Garden Equipment

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the City of Tucson ("City") pursuant to A.R.S. § 11-952.

1. Background and Purpose.

- 1.1. Because air quality is a critical issue for community health and economic development, Pima County administers programs that monitor and reduce emissions that contribute to air pollution.
- 1.2. Pima County violated U.S. E.P.A. air quality standards for ground-level ozone air pollution in 2018 and gas-powered lawn and garden equipment emits pollution that contributes to ground-level ozone.
- 1.3. The Arizona Department of Environmental Quality has provided funding to the Pima County Department of Environmental Quality to operate a Voluntary Lawn and Garden Equipment Emission Reduction Program under A.R.S. §49-474.02. The program will provide the opportunity for Pima County residents and commercial businesses who use gas-powered lawn and garden equipment to voluntarily exchange their older higher polluting gasoline powered equipment for vouchers to purchase lower-emitting electric, battery, or manually operated lawn and garden equipment and tools.
- 1.4. The City operates the Los Reales Landfill at a location that would be a convenient equipment drop-off location for some program participants. Other locations may be added in the future at the discretion of the City.
- 1.5. The City has trained personnel at the Los Reales Landfill's Household Hazardous Waste Program who can document the receipt of the gas-powered lawn and garden equipment, render the equipment unusable, and recycle and properly dispose of the equipment and fluids.
- 1.6. The Board of Supervisors of Pima County and the City Council of Tucson have determined that it is in the best interests of the residents and taxpayers within their jurisdictions to cooperate regarding air pollution reduction activities.

2. Lawn and Garden Equipment Emission Reduction Activities

- 2.1 County will provide City, in response to a quarterly invoice itemizing each piece of equipment collected, \$10.00 per piece of equipment processed. City staff will do the following:

Receive Equipment. City staff shall assist individuals who reside within the boundaries of Pima County by accepting gasoline powered lawn and garden equipment for retirement and recycling.

Process Paperwork. City staff shall process a *Drop-Off Verification Form* (provided by customer) for each piece of equipment relinquished. Staff shall sign, date, and stamp each form to verify that the customer has relinquished their gasoline powered lawn and garden equipment. Staff shall enter the transaction on a *Drop-Off Location Log Form* and return the verification form to the customer. This log shall be submitted in a pdf or jpeg format by email to CutPollution@pima.gov twice per month.

Prepare Equipment for Recycling. City staff shall drain fluids from the device(s) if any, and properly recycle or dispose of such fluids. City staff shall render the device(s) inoperable by puncturing the crankcase or engine, and store device(s) for recycling or proper disposal.

Invoice Pima County. City staff shall invoice PDEQ on a quarterly basis for equipment processed at their facilities. Invoices shall include the locations of the facilities, beginning and end dates of the collection period, each transaction with its unique ID number as a different line item, date of the drop off, and the number and type of devices processed.

3. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of ten years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
4. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
5. **Non-Discrimination.** 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 in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
6. **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.
7. **Severability.** If any provision of this IGA, 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 IGA that can be given effect without the invalid provision or application.
8. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
9. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be

terminated if for any reason the Pima County Board of Supervisors or the Tucson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.

10. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, 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.
11. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
12. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA 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.
13. **No Third Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
14. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Beth Gorman
Senior Program Manager
Pima County DEQ
33 N. Stone Avenue, Suite 700
Tucson, AZ 85701

City:

Pat Tapia
Deputy Director
Environmental & General Services Dept.
P.O. Box 27210
Tucson, AZ 85726-7210

With copies to:

Clerk of the Board
130 West Congress, 5th Floor
Tucson, AZ 85701

City Clerk
1601 South Sixth Avenue
South Tucson, AZ 85713

15. **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 IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

PIMA COUNTY:

Richard Elias,
Chairman Board of
Supervisors

ATTEST

Clerk of the Board


CITY OF TUCSON, a municipal corporation



Mayor, Regina Romero

Date: December 3, 2019

ATTEST



City Clerk, Roger W. Randolph

Approval

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, and is hereby approved as to content.

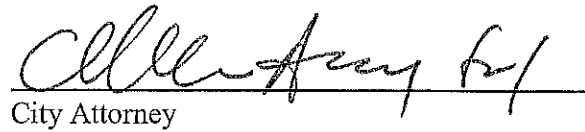
Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

 12/6/19
Deputy County Attorney

CITY OF TUCSON:


City Attorney

ADOPTED BY THE
MAYOR AND COUNCIL

December 3, 2019

RESOLUTION NO. 23124

RELATING TO ENVIRONMENTAL SERVICES; AUTHORIZING AND APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY FOR COLLECTION AND PROPER DISPOSAL OF GASOLINE POWERED LAWN AND GARDEN EQUIPMENT; AND DECLARING AN EMERGENCY.

WHEREAS, Pima County (County) was awarded grant funding from the Arizona Department of Environmental Quality (ADEQ) to help lower ground-level ozone air pollution. Gas powered lawn and garden equipment emits pollution that contributes to the ground-level ozone; and

WHEREAS, County residents and commercial businesses have an opportunity to voluntarily surrender their gasoline powered lawn equipment, which will be collected through the City of Tucson (City) Los Reales Landfill's Household Hazardous Waste Program, in exchange for vouchers to purchase lower-emitting electric, battery, or manual lawn and garden tools; and

WHEREAS, approval of the Intergovernmental Agreement (IGA) supports improved air quality within our community and will remain in effect for a ten year term unless extended or terminated by agreement of the parties;

THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The IGA between Pima County and City of Tucson Regarding Collection and Proper Disposal of Gasoline Powered Lawn and Garden Equipment, attached as Exhibit 1, is approved.

SECTION 2. The Mayor is authorized and directed to execute said IGA for and behalf of the City and the City Clerk is authorized and directed to attest to the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City that this Resolution become immediately effective, an emergency is hereby declared to exist, and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, December 3, 2019.



MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REVIEWED BY:



CITY MANAGER

 CA/dg
11/18/19