

AGREEMENT

NO. EV24-0044

between the

Pinal County

and the

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, **THIS AGREEMENT** is between the **STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY** [hereinafter referred to as the “Department” or “ADEQ”], authorized to contract pursuant to A.R.S. § 49-104(B), and **PINAL COUNTY** [hereinafter referred to as the “Grantee”].

THEREFORE, ADEQ and the Grantee agree to the terms contained in this Agreement.

I. PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to fund and administer the Pinal County Travel Reduction Program pursuant to A.R.S. §§ 49-581 through 49-593.

This written Agreement includes all terms in this document, Attachment 1 - Scope of Work and Budget, and any modifications approved in accordance herewith.

II. TERM OF AGREEMENT, MODIFICATION, TERMINATION, AND INTEGRATION

- A. This Agreement shall be effective from the date of the last party’s signature and shall terminate on June 30, 2025, contingent upon funding.
- B. The Agreement may be modified or renegotiated for additional periods upon mutual written agreement by ADEQ and the Grantee, by formal contract amendment executed with the same formalities as this Agreement.
- C. Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date.
- D. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. Agreement No EV23-0023 remains in effect until June 30, 2024, unless otherwise terminated in accordance therewith.

III. DESCRIPTION OF SERVICES

- A. ADEQ shall:
 1. Provide funding to the Program.
- B. The Grantee shall:
 1. Execute the attached Scope of Work.

IV. MANNER OF FINANCING AND PAYMENT

- A. ADEQ shall reimburse \$92,454 to execute State Fiscal Year (SFY) 2025 Scope of Work attached to this agreement and incorporated by reference as though set forth verbatim herein. During the term of this Agreement, any changes or modification to any part of this Agreement shall be modified only by written Agreement Amendment signed by the appropriate representatives of the Parties.
- B. This Agreement is funded with State funds and no Federal funds will be utilized.

- C. Invoices shall be paid within thirty days after receipt of an invoice and accompanying documentation that demonstrates the activity was completed.
- D. Reimbursement requests must include detailed support documentation so as to determine that expenses are reasonable, allowable, and allocable to the activities described in the Scope of Work.

V. REPORTING REQUIREMENTS

See attached scope of work.

VI. APPLICABLE LAW

- A. This Contract shall be governed by and construed in accordance with Arizona Revised Statutes Title 49 and other laws and regulations of the State of Arizona as applicable, including the Arizona Procurement Code at A.R.S. § 41-2501 *et. seq.* and administrative rules and regulations A.A.C. R2-7-101 *et. seq.*
- B. In the event of any judicial proceeding related to this Agreement or any unauthorized Subcontract the parties agree that venue shall be proper in Maricopa County, Arizona. *See* A.R.S. §§ 12-123 and 12-401(17).
- C. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

VII. SUBAWARDS

The Grantee shall request and receive approval from ADEQ prior to issuing subawards funded through this Agreement. The following definitions are applicable to this paragraph:

"Subaward" means any payment to a subrecipient to carry out part of this Agreement.

"Subrecipient" means a non-Federal entity that receives a subaward to carry out a part of this Agreement.

"Non-Federal Entity" means a state, local government, Tribal Nation or Community, institution of higher education (IHE), or nonprofit organization that carries out a part of this Agreement.

VIII. NON-AVAILABILITY OF FUNDS

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

IX. AUDIT

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

X. CONFLICT OF INTEREST

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

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

XI. NONDISCRIMINATION

All Parties shall comply with all existing federal, state, and local laws, rules, policies, or executive orders, including the Americans with Disabilities Act and State of Arizona Executive Order 2023-1, to prohibit discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.

XII. NOTICES

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

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

ADEQ shall address all notices relative to this Agreement to:

Pinal County Air Quality Control District
Nelda Day
85 N. Florence Street
Development Services Building
P.O. Box 987
Florence, Arizona 85132
Email: nelda.day@pinal.gov

XIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

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

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Grantee and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims")



TRAVEL REDUCTION PROGRAM

Pinal County Air Quality

Scope of Work for Air Quality Grant

Funding

Fiscal Year 2024-2025

FEBRUARY 20, 2024

BACKGROUND

The Pinal County Travel Reduction Program (TRP) was developed to reduce air pollution and traffic congestion. As part of State Implementation Plan (SIP) development, associated control measures to reduce emissions were implemented. The Arizona State Legislature passed legislation (A.R.S. 49-474.01) which required the Pinal County Board of Supervisors to make and enforce an ordinance consistent with the provisions of A.R.S. 49-588 to encourage the reduction of the commuter use of motor vehicles by employees of the county and employees whose place of employment is within Area A. Pinal County adopted the “Pinal County Area A Travel Reduction Ordinance” on December 13, 2000.

I. GOALS & OBJECTIVES

The Pinal County Travel Reduction ordinance is directed at major employers (50 or more employees and driving-aged students in Area A. However, any employer may opt to participate in the program. The goal of the program is to improve air quality through a reduction in traffic congestion by reducing the vehicle miles traveled and increasing the utilization of alternate modes of transportation (i.e. carpool, vanpool, telecommute, flex schedules, public transportation, etc.) within the work or school commute.

Two FY24-25 Annual performance goals

1. 5% annual reduction in vehicle miles traveled
2. 5% increase in employer/students surveys completed

II. TASKS & ACTIVITIES

The scope of work covers the period of July 1, 2024 through June 30, 2025. Tasks and activities may be amended as necessary.

TRP outreach may include formal and informal gatherings of people in which travel reduction is discussed and when possible, TRP promotional materials are handed out.

FY24-25 Monthly tasks and activities include

- Electronic TRP surveys information (MAG Database) to be provided to mandatory employers/schools.
- Electronic TRP surveys collected, reviewed, analyzed, summarized and results provided to mandatory employers/schools.
- Travel Reduction Program outreach including phone calls, virtual meetings and outreach materials including but not limited to flyers/posters/brochures.
- Mandatory TRP employer/schools site Audits/Re-audits.
- Coordination with Mandatory employers/schools for development of travel reduction plans
- If necessary, enforcement of mandated mandatory travel reduction program
- Addition of new mandatory TRP employers when discovered either through AZ MAG [Arizona Employer Viewer map](#) system, state and federal enrollment data, or fieldwork.
- Development of monthly invoice, reporting data and distribution to ADEQ

III. DELIVERABLES

The Pinal County Air Quality Control District (PACQCD) will develop and submit the following reports to the ADEQ Project Director.

A. Invoices and Progress Reports:

Written annual summary report outlining the work/accomplishments of the funded positions; monthly invoices of expenditures along with the monthly metrics will be submitted.

Monthly metrics data provided to ADEQ will include the following:

1. Reduction in vehicle miles traveled
2. Percent of employer/students surveys completed
3. Percent of employer survey respondents who reported teleworking
4. Number of summary reports issued to employers

Other Arizona Department of Environmental Quality Annual Data Requirements are listed below.

1. Provide the Arizona Department of Environmental Quality (ADEQ) with a digital copy of Travel Reduction Program (TRP) employer survey data on an annual basis.
2. Provide annual reports of emissions, vehicle miles traveled (VMT), single occupancy vehicle (SOV) and alternative mode use (AMU) in an approved ADEQ format. The tables below are examples of the minimum requirements for displaying this data.
3. Provide the full range of data that has been provided to ADEQ in past TRP Annual Reports. At this time, emissions, VMT, SOV and AMU are the only sets of data with a required format.

**Table of Annual TRP Emission Reductions
(specify lbs. or tons)**

	2020	2021	2022	2023	2024
CO					
VOC					
PM10					
NOx					
Total Pollution Saved					
Source: (Employer Survey, Agency Records, etc.)					

**Table of Annual TRP Participant
VMT, SOV and AMU Rates**

	2020	2021	2022	2023	2024
VMT					
SOV%					
Carpool %					
Bus %					
Bike %					
Walk %					
Telework %					
Other %					
Total AMU%					
Source: (Employer Survey, Agency Records, etc.)					

B. Grantee Expenditure/Request for Funds Report:

Grantee Expenditures Report shall be submitted by the 25th of the following month. All requests for reimbursement upon request shall be accompanied by reasonable documentation that provides proof that the goods and services for which reimbursement is requested were actually received and performed, and payments were made during the period for which reimbursement is requested.

IV. SCHEDULE FOR SUBMISSION OF DELIVERABLES

Deliverable	Date of Submittal
Monthly reports and billing invoices	By the 25 th of the following month

V. BUDGET

Description of Work	FY23-24 TRP Grant Budget	FY24-25 TRP Grant Budget Proposal
Personnel (1 FTE – Travel Reduction Coordinator)	\$67,465*	\$63,743*
Personnel (3/20 FTE – Supervisor)	\$19,489*	\$19,459*
Reimbursable Expenses		
Vehicle Maintenance	\$0	\$1,400
Other operating supplies	\$4,000	\$5,852
Printing		
Supplies		\$400
Postage		\$100
Outreach	\$1,500	\$1,500
Computer Software		
Non-operating services		
Total Budget	\$92,454	\$92,454

* Fringe Benefits included in personnel costs