AGREEMENT

NO. EV25-0042

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 July 1, 2025 and shall terminate on June 30, 2026, 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. The notice shall specify the effective date of termination.

D. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. Agreement No. EV24-0044 remains in effect until June 30, 2025, unless otherwise terminated in accordance therewith.

III. DESCRIPTION OF SERVICES

A. ADEQ shall reimburse Grantee up to $89,696 for services rendered pursuant to the attached Scope of Work .

B. The Grantee shall provide all services outlined in the attached Scope of Work.

C. See Scope of Work and Budget, Attachment 1.

IV. MANNER OF FINANCING AND PAYMENT

A. ADEQ shall reimburse Grantee for services rendered pursuant to the attached Scope of Work, not to exceed $89,696.

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

C. 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.

D. A final reimbursement request must be submitted to ADEQ as specified in paragraph XI(A) of this Agreement not later than thirty days after the completion of the project.

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. 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.

VIII. AUDIT

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

IX. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, 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.

X. 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.

XI. NOTICES

A. Invoices and Payments:

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

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

ADEQ shall address all payments relative to this Agreement to:

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

B. Other Notices:

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

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

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

Pinal County Air Quality Control District
Rupesh Patel, Air Quality Planning Manager
85 N. Florence Street
Development Services Building
P.O. Box 987
Florence, Arizona 85132
Email: rupesh.patel@pinal.gov

XII. INDEMNIFICATION

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

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

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Grantee and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XIII. SEVERABILITY

In the event that any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in full force and effect.

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

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

_____ _____

Name: Daniel Czecholinski
Title: Director, Air Quality Division
Arizona Department of Environmental Quality

Date

PINAL COUNTY

_____

Name\Title: Stephen Q. Miller, Chairman of the Pinal County Board of Supervisors

04/30/2025
Date

APPROVED AS TO FORM:

Brad Miller
Pinal County Attorney

By: _____
Deputy County Attorney

ADEQ
Arizona Department
of Environmental Quality

TRAVEL REDUCTION PROGRAM

Pinal County Air Quality

Scope of Work

for

Air Quality Grant

Funding

Fiscal Year 2025-2026

April 30, 2025

BACKGROUND

The Pinal County Travel Reduction Program (TRP) was developed with the aim of tackling air pollution and alleviating traffic congestion in the region. The program is part of a broader effort to comply with environmental regulations set by the State Implementation Plan (SIP). The SIP is a comprehensive plan that outlines how Arizona will meet federal air quality standards, particularly related to emissions and air pollution.

The Arizona State Legislature passed legislation (A.R.S. 49-474.01) which required the Pinal County Board of Supervisors to adopt policies that would reduce the number of single-occupancy vehicles used by commuters. The goal was to lower the overall level of pollutants produced by transportation. To further ensure compliance, the Pinal County Board of Supervisors was mandated to create and enforce an ordinance in line with the provisions of A.R.S. 49-588, another section of the law that focuses on travel reduction and pollution control. This ordinance would compel businesses and employers to encourage their employees to use alternative modes of transportation instead of driving alone.

In response to these legislative requirements, Pinal County adopted the "Pinal County Area A Travel Reduction Ordinance" on December 13, 2000. This ordinance provides a framework for encouraging or mandating employers in a specific geographical region "Area A" to adopt measures that reduce their employees' reliance on single-occupancy vehicles. These measures might include offering incentives for carpooling, promoting public transportation, or even implementing telecommuting options.

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 FY25-26 Annual performance goals

1. 10% annual reduction in single occupant vehicle miles traveled
2. 10% annual reduction in single occupant vehicle use

II. TASKS & ACTIVITIES

The scope of work covers the period of July 1, 2025 through June 30, 2026. 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.

FY25-26 Monthly tasks and activities include:

- Electronic TRP surveys information (Maricopa Association of Government (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 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 (PCAQCD) 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. Number of summary reports issued to employers;
2. Total participants;
3. Percent of employee/student surveys completed;
4. Single Occupant Vehicle use rate;
5. Percent of employee survey respondents who reported teleworking;
6. Single Occupant Vehicle Miles Traveled rate;
7. Reduction in vehicle miles traveled; and
8. Reduction in pollutants CO, NO_X, VOC, and PM in tons

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, single occupant vehicle miles traveled (SOVMT), 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 Estimated Emission Reductions in Tons per Employer

Employer	CO	NO_X	VOC	PM	Total
Employer 1					
Employer 2					
Employer 3					
Employer 4					
Employer #					
Total Pollution Reduced					
Source: (Employer Survey, Agency Records, etc.)					

Table of Annual TRP Participant Response Rate, SOVMT Rate, SOV Rate and Alternative Vehicle Miles Traveled

Employer	# of Employees	Survey Response Rate	SOVMT Rate	SOV Rate	Alternative Vehicle Miles Traveled
Employer 1					
Employer 2					
Employer 3					
Employer 4					
Employer #					
Totals					
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 25th of the following month

V. BUDGET

Description of Work	FY24-25 TRP Grant Budget Proposal	FY25-26 TRP Grant Budget Proposal
Personnel (1 FTE – Travel Reduction Coordinator)*	$59,969	$62,958
Personnel (0.15 FTE – Supervisor)*	$19,459	$24,177
Reimbursable Expenses		
Vehicle Maintenance	$1,400	$1,612
Other operating supplies	$5,852	$199
Printing		$0
Supplies	$689	$250
Postage	$100	$0
Outreach	$2,227	$500
Computer Software		
Non-operating services		
Total Budget	**$89,696**	**$89,696**

* Fringe Benefits included in personnel costs