
	Amendment to Agreement	
AGREEMENT NO.: AMENDMENT NO.: TITLE: COUNTY:	ADEQ18-179166 5 PRIMARY QUALITY ASSURANCE ORGANIZATIONS (PQAO) FOR THE AMBIENT AIR MONITORING NETWORKS PINAL COUNTY AIR QUALITY CONTROL DISTRICT (PCAQD)	ADEQ PROCUREMENT 1110 W. Washington Street Phoenix, AZ 85007 602-771-2666

Pursuant to the **Agreement Terms**, Section Seven (7), **AMENDMENT**, authorizing amendment of the Agreement between the Arizona Department of Environmental Quality (ADEQ) and Pinal County Air Quality Control District (PCAQD), the undersigned parties agree to amend the Agreement as follows effective upon date this Amendment is signed by both parties:

1. Section Nine (9). BUDGET / PAYMENT is amended to add the following:

“Funding provided by the Federal Performance Partnership Grant is \$225,000 for the period running from July 1, 2022 through February 18, 2023 in accordance with PPG Grant State Fiscal Year 2023.”

“Funding provided by the Federal 103 (PM2.5) Grant is \$115,680 for Federal Fiscal Year 2023, running from April 1, 2022 through February 18, 2023, in accordance with PM2.5 Grant State Fiscal Year 2023.”

“Funding provided by the Federal 103 ARP (PM2.5) Grant is \$29,500 for Federal Fiscal Year 2023, running from August 1, 2022 through February 18, 2023, in accordance with ARP PM2.5 Grant State Fiscal Year 2023.”

2. Section Two (2). RESPONSIBILITIES and BACKGROUND is amended to add the following Section 2.7 SUBAWARD INFORMATION:

Section 2.7 SUBAWARD INFORMATION:



SUBAWARD INFORMATION: 66.605 Performance Partnership Grant:

Assistance Listings number and name: 66.605 Performance Partnership Grant
Award number and year: 99T73523 SFY 2023
Federal agency: U.S. Environmental Protection Agency
Pass-Through Entity (PTE): Arizona Department of Environmental Quality
Subrecipient: Pinal County Air Quality Control District (PCAQD)
Subrecipient UEI: GX4FM9VQD7W3
Subaward amount: \$225,000
Subaward Budget Period: 07/01/2022 – 02/18/2023
Period of Performance: 07/01/2022 – 02/18/2023

SUBAWARD INFORMATION: 66.034 PM2.5 Monitoring Network 103 Project Grant:

Assistance Listings number and name: 66.034 PM2.5 Monitoring Network 103 Project Grant
Award number and year: 98T04701 SFY 2023
Federal agency: U.S. Environmental Protection Agency
Pass-Through Entity (PTE): Arizona Department of Environmental Quality
Subrecipient: Pinal County Air Quality Control District (PCAQD)
Subrecipient UEI: GX4FM9VQD7W3
Subaward amount: \$275,556 (FY21 \$94,196; FY22 \$65,680; FY23 \$115,680)
Subaward Budget Period: 04/01/2020 – 02/18/2023
Period of Performance: 04/01/2020 – 02/18/2023

Continued on next page

	Amendment to Agreement	
AGREEMENT NO.: AMENDMENT NO.: TITLE: COUNTY:	ADEQ18-179166 5 PRIMARY QUALITY ASSURANCE ORGANIZATIONS (PQAO) FOR THE AMBIENT AIR MONITORING NETWORKS PINAL COUNTY AIR QUALITY CONTROL DISTRICT (PCAQD)	ADEQ PROCUREMENT 1110 W. Washington Street Phoenix, AZ 85007 602-771-2666

SUBAWARD INFORMATION: 66.034 ARP PM2.5 Monitoring Network 103 Project Grant:

Assistance Listings number and name: 66.034 ARP PM2.5 Monitoring Network 103 Project Grant
Award number and year: 98T04601 SFY 2023
Federal agency: U.S. Environmental Protection Agency
Pass-Through Entity (PTE): Arizona Department of Environmental Quality
Subrecipient: Pinal County Air Quality Control District (PCAQD)
Subrecipient UEI: GX4FM9VQD7W3
Subaward amount: \$29,500
Subaward Budget Period: 08/01/2022 – 02/18/2023
Period of Performance: 08/01/2022 – 02/18/2023

ADEQ, as the Pass-through Entity (PTE), hereby awards a fixed amount Subaward, (as determined by 2 CFR 200.331), to PCAQD. The Statement of Work and budget for this Subaward are as shown in Original Agreement, dated 09/26/2017). Subrecipient shall be an independent entity and not an employee or agent of PTE. Subrecipient is bound by the ADEQ Terms and Conditions and, as applicable, the Federal Award and EPA General Terms and Conditions. Subrecipient acknowledges receipt of the EPA Subaward Flow Down to Subrecipients document.

The following EXHIBITS 8, 9 and 10 are attached to this Amendment are hereby incorporated into Agreement:

EXHIBIT 8 – ADEQ Federal PPG BG-99T73523-0 Award

EXHIBIT 9 – ADEQ Federal PM2.5 PM-98T04701-3 Award

EXHIBIT 10 – ADEQ Federal ARP PM2.5 OP-98T40601 Award

By signing this Subaward, including the Exhibits/Attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.”

3. Section Three (3). UNDERSTANDING/AGREEMENTS is amended to add the following:

3.4 PCAQCD shall request and receive approval from ADEQ prior to issuing subawards funded through this agreement. The following definitions are applicable to this section:



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

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

3.4.2 "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.

The following Sections are hereby added to the Agreement:

Continued on next page

	Amendment to Agreement		
AGREEMENT NO.: AMENDMENT NO.: TITLE: COUNTY:	ADEQ18-179166 5 PRIMARY QUALITY ASSURANCE ORGANIZATIONS (PQAO) FOR THE AMBIENT AIR MONITORING NETWORKS PINAL COUNTY AIR QUALITY CONTROL DISTRICT (PCAQD)		ADEQ PROCUREMENT 1110 W. Washington Street Phoenix, AZ 85007 602-771-2666

“12. CONFLICT RESOLUTION PROCEDURES:

12.1 This Contract shall be governed by and construed in accordance with the laws of the State of Arizona and the Arizona Procurement Code.

12.2 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).

12.3 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).

13. 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.



14. 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 PCAQD utilize a contractor(s) and subcontractor(s) the indemnification clause between PCAQD 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 PQAQD 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.]

Continued on next page

	<p align="center">Amendment to Agreement</p>		
AGREEMENT NO.: AMENDMENT NO.: TITLE: COUNTY:	ADEQ18-179166 5 PRIMARY QUALITY ASSURANCE ORGANIZATIONS (PQAO) FOR THE AMBIENT AIR MONITORING NETWORKS PINAL COUNTY AIR QUALITY CONTROL DISTRICT (PCAQD)		ADEQ PROCUREMENT 1110 W. Washington Street Phoenix, AZ 85007 602-771-2666

15. FEDERAL IMMIGRATION AND NATIONALITY ACT:

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.”

16. E-VERIFY REQUIREMENTS:

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

17. 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.

18. 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.

19. 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.”

3. All other Terms and Conditions remain unchanged.

Continued on next page

	Amendment to Agreement	
AGREEMENT NO.: AMENDMENT NO.: TITLE: COUNTY:	ADEQ18-179166 5 PRIMARY QUALITY ASSURANCE ORGANIZATIONS (PQAO) FOR THE AMBIENT AIR MONITORING NETWORKS PINAL COUNTY AIR QUALITY CONTROL DISTRICT (PCAQD)	ADEQ PROCUREMENT 1110 W. Washington Street Phoenix, AZ 85007 602-771-2666

PINAL COUNTY AIR QUALITY CONTROL DISTRICT (PCAQD)	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
The Contractor hereby acknowledges receipt and understanding of the above Amendment.	The above referenced contract Amendment is hereby executed this day at Phoenix Arizona.
_____ Signature of Authorized Individual	_____ Day of _____ 2022
_____ Date	
Typed or Printed Name and Title	Daniel Czecholinski Director, Air Quality Division