



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/12/24

* = Mandatory, information must be provided

or Procurement Director Award:

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

The Sonoran Institute

***Project Title/Description:**

The Living River Project; Consulting Services

***Purpose:**

On November 1, 2022 the District entered into agreement with Sonoran Institute to document the wetland health of the effluent-dependent Santa Cruz River by preparing a Living River Annual Report to include water years 2022 and 2023.

Amendment No. 1 allows the District to pursue the ongoing coordination and implementation of the fish surveys, data synthesis, writing, production, and distribution of the Annual report for water years 2024 and 2025.

***Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6, III-C.

***Program Goals/Predicted Outcomes:**

Prepare approximately 11,000 copies of A Living River: Charting Santa Cruz River Conditions – Northwest Tucson to Marana. Provide outreach for the report by distributing the report and presenting results of the report to the public and stakeholders.

***Public Benefit:**

The Living River will evaluate and inform the public about changes to the effluent-dependent Santa Cruz River during the 2024 and 2025 water years downstream of the two Regional Wastewater Reclamation facilities on the Santa Cruz River. The Santa Cruz River is a significant community resource for recreation, water resources and wildlife habitat. Improvements to the wastewater reclamation facilities have produced high quality effluents that have been largely improving the wetland health along the Santa Cruz River.

***Metrics Available to Measure Performance:**

The metrics to gauge success include:

Number of Living River annual reports prepared and distributed.

Number of Community Engagement Summary Reports prepared and distributed.

Number of public members participating in outreach events.

Number of web hits and downloads.

***Retroactive:**

Yes. The initial Direct Selection request provided for extension options, however did not provide for an increased Not To Exceed amount. The approval to amend Direct Selection request was approved on 10/16/24.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement 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 22-10.

Amendment / Revised Award Information

Document Type: PO Department Code: FC Contract Number (i.e., 15-123): CT 23*075

Amendment No.: 01 AMS Version No.: 01

Commencement Date: 11/01/2024 New Termination Date: 10/31/2026

Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ 143,378.10

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: Flood Control Ops

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): _____

Commencement 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)?

Contact: Eleonora Demaria (P/U Martha Guzman 4-4611)

Department: Regional Flood Control District

Telephone: 724-4608

Department Director Signature: _____ Date: 10/23/24
Deputy County Administrator Signature: _____ Date: 10/23/2024
County Administrator Signature: _____ Date: 10/23/2024

DATE: October 15, 2024

TO: Jan Lesher
County Administrator

FROM: Eric Shepp, P.E.
Director 

Cc: Carmine DeBonis, Jr., Deputy County Administrator, Public Works
Terri Spencer, Director, Procurement Department

SUBJECT: Amendment Request – Direct Selection of Professional Services from Sonoran Institute for The Living River Annual Report Effort for Water Years 2022 through 2025, Contract No. CT_23*075

Pursuant to Board of Supervisors Policy D29.6, III.C, Direct Selection and Procurement Procedure No. PO-50, approval was received to direct select Sonoran Institute to provide and prepare community outreach for the Annual Living River Report for Water Years 2022 and 2023, and Contract No. CT_23*075 was awarded in the amount of \$134,174.

BACKGROUND

The District has been partnering with the Sonoran Institute to document the riparian health of the effluent-dependent Santa Cruz River north of the Agua Nueva Wastewater Reclamation Facility. Starting with the first Living River Annual Report in 2012, the Sonoran Institute has been documenting the effect of the upgrade to the wastewater treatment plant by collecting and analyzing water quality, fish, and macroinvertebrate indicators. Additionally, the Sonoran Institute is responsible for several outreach activities in which the main findings are shared with the community.

The Sonoran Institute is uniquely qualified to prepare the report and provide community outreach as they have developed and implemented the Living River Annual Report for Pima County (under CT FC 13*462, CT FC 18*167, and CT FC 20*165). The proposed effort will implement a report and an online supplemental report and be mailed to 11,000 residents along the Santa Cruz River corridor to inform them about the District’s projects along the corridor as well as the river’s conditions.

REQUESTED ACTION

Pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C, the District is requesting an amendment to increase the not to exceed amount from \$134,174 to \$280,000 with the Sonoran Institute for the Living River Project for a contract term that began November 1, 2022, and is now being extended through October 31, 2026.

SS/MG/tj

Attachment

APPROVED AS TO FORM:



Terri Spencer, Director – Procurement Department

10/15/2024

Date

CONCUR



Carmine DeBonis, Jr., Deputy County Administrator – Public Works

10/16/2024

Date

DIRECT SELECT APPROVED:



Jan Lesher, County Administrator

10/16/2024

Date

Pima County Regional Flood Control District

Project: The Living River Project; Consulting Services

Contractor: The Sonoran Institute

Contract No.: CT_2300000000000000075

Contract Amendment No.: 01

| | | |
|---|---------------------------------|--------------|
| Orig. Contract Term: 11/01/2022 – 10/31/2024 | Orig. Amount: | \$134,174.00 |
| Termination Date Prior Amendment: N/A | Prior Amendments Amount: | \$ N/A |
| Termination Date This Amendment: 10/31/2026 | This Amendment Amount: | \$143,378.10 |
| | Revised Total Amount: | \$277,552.10 |

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On November 1, 2022, District and Contractor entered into the above referenced agreement to document the wetland health of the effluent-dependent Santa Cruz River by preparing a Living River Annual Report to include water years 2022 and 2023.

1.2. Purpose. District requires the ongoing consulting services to allow for the continued ongoing coordination and implementation of the fish surveys, data synthesis, writing, production, and distribution of the Annual report for water years 2024 and 2025.

2. Term. District is exercising the first extension option to renew the contract for an additional two years commencing on November 1, 2024 and terminating on October 31, 2026. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Maximum Payment Amount. The maximum amount District will spend under this Contract, as set forth in Section 5.2, is increased by \$143,378.10. District's total payments to Contractor under this contract, including any sales taxes, will not exceed \$277,552.10.

4. Scope of Services. The parties have included a Scope of Services to include the coordination and implementation of the fall 2024 and 2025 fish surveys which in turn provides data for the 2024 and 2025 water years.

Contract No.: CT_2300000000000000075, AM No. 1

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

**PIMA COUNTY REGIONAL
FLOOD CONTROL DISTRICT**

CONTRACTOR

Adelita S. Grijalva,
Chair, Board of Directors

Michael Zellner

Authorized Officer Signature

Date

Michael Zellner CEO

Printed Name and Title

Oct 1, 2024

Date

ATTEST

Melissa Manriquez, Clerk of the Board

Date

APPROVED AS TO FORM

Bobby Yu

Deputy County Attorney

Bobby Yu

Print DCA Name

9/20/2024

Date

Contract No.: CT_2300000000000000075, AM No. 1
2

Revised 8/19/22

EXHIBIT A

Scope of Services

Sonoran Institute - Living River Project

Pima County Regional Flood Control District

Project Period November 1, 2024 through October 31, 2026

Task 1: Oversight, Implementation, and Outreach

The Sonoran Institute will complete the following tasks for the Pima County Regional Flood Control District ("District") as part of the Scope of Services for CT-FC-23-075. All tasks are funded jointly under a separate contract between Sonoran Institute and Pima County through the Regional Wastewater Reclamation Department ("RWRD"), Contract No. CT-WW-PO2400006314. That contract lays out the rights, responsibilities, and funding between the Sonoran Institute and RWRD on behalf of Pima County.

1.1 : Project and Partner Coordination

- Provide oversight, management, and coordination of activities described in Section 1.2 of Exhibit A.
- Coordinate project meetings with staff and selected partners.
- Provide regular reports and meeting notes/summaries.

1.2 : Living River Report

- Coordinate and implement the fall 2024 and 2025 fish surveys that provides data for the 2024 and 2025 water years in late October or early November of each year.
- Coordinate with the District on priority focus areas for the annual report, consistent with District's deadlines, including implementation and planning of projects adjacent to the Santa Cruz River, such as the Santa Cruz River Management Plan, the Chuck Huckelberry Loop, and capital improvement projects that the District has planned.
- Lead data synthesis, writing, and production of the report for 2024 and 2025 water years (includes report design and printing, direct mail of ~11,000 reports) by early September that will be mailed to residences, as identified by District, located within a half-mile on either side of the Santa Cruz River.
- Prepare an online supplemental report to District by August 1st of each year that will provide status of the following indicators:
 - o Water Quality
 - o Water Clarity
 - o Flow Extent and Water Budget
 - o Aquatic Wildlife (Macroinvertebrates and Fish)
 - o Social Impacts
 - o District riparian and maintenance projects along the river

1.3 : Community Outreach (ongoing throughout duration of the project)

- Develop and implement community presentations sharing project information particularly focused on reports.
- Respond to and develop content for media inquiries.
- Promote project on Sonoran Institute website.
- Estimate outreach impact by tracking report downloads and estimated reach with project activities including presentations, events, Living River of Words, and share the estimated impact and estimated reach with District. The metrics to gauge success include:
 - o Number of Living River Annual Reports prepared and distributed.
 - o Number of members of the public participating in outreach events.
 - o Number of web hits and downloads.

1.4 Implement a community outreach event that will raise visibility of the river and encourage stewardship interest.

- Implement a community outreach event (such as a river clean up, planting event, or arts project) that will raise visibility of the river and encourage stewardship interest.

1.5 Implement trash categorization project

- Lead an assessment to determine the volume and categories of trash-essential components needed to address local riparian trash conditions. From 2021 to 2024, Sonoran Institute has coordinated with the District to identify the needs around trash, assemble a team, coordinate with partners, and ground-test a methodology to quantitatively and qualitatively assess the trash in the Santa Cruz River, washes, and major tributaries. In this Contract, Sonoran Institute will carry out an annual trash sampling protocol that will collect 125-150 quadrats (typically 10m x 10m) between the months of September and May.
- Develop a database of trash abundance and weight, broken down by category will be created. The Sonoran Institute will make this database available to District through Sonoran Institute online hosting.
- Analyze and geocode trash data to allow for assessments of spatial distribution, source tracking, and changes in trash load over time.
- When possible, coordinate trash study to coincide with trash cleanup activities.
- Implement community outreach activities that will raise visibility of the trash cleanup efforts that District is doing and encourage stewardship interests.

Additional Provisions -

- a. Inclusion of Two Pages in the Annual Report focused on the Heritage Reach:** Sonoran Institute and District understand that the Living Annual Report is funded in part by Tucson Water (a City of Tucson department), and that two pages of the annual report will be directed to the Heritage Reach. The remaining ten pages will focus on the priorities of

District. There will be no expectation of parallel content.

- b. **Inclusion of the Heritage Reach Outside the two pages funded by Tucson Water:** Any inclusion or mention of the Heritage reach by Sonoran Institute outside the two pages funded by Tucson Water must be approved by District.
- a. **Sponsorship of Santa Cruz River Research Days:** District will sponsor the annual event with this contract in lieu of a mid-fiscal year request.

Living River Project™ Intellectual Property and Communication Guidelines -

Living River™ Reports were launched in 2007 when Sonoran Institute began tracking conditions of the stretch of the Santa Cruz River in Santa Cruz County that flows year round. This annual series was expanded in cooperation with Pima County and the Pima County Regional Flood Control District to include the flowing reach near Tucson in 2012. Tasks and activities performed in the scope of work under this Contract are thus part of the "Living River Project™," designed to evaluate and communicate to the public the environmental health and water quality of the Santa Cruz River in northwest Tucson and Marana.

The parties acknowledge that Sonoran Institute owns the trade name and service mark "Living River™" for its Santa Cruz River work and programs which predate and are beyond the scope of this Contract. However, Sonoran Institute grants District a cost-free, non-transferable, irrevocable license to use the trade names "Living River™" and "Living River Project™" during the term of this Contract (including all renewals and extensions). Sonoran Institute also shall acknowledge support of District for all materials and work produced under this Contract. District shall note in its relevant publications that the trade names "Living River™" and "Living River Project™" are property of Sonoran Institute and used with permission.

Sonoran Institute acknowledges that District have, with Sonoran Institute's support and beginning in 2015, independently funded and implemented a project called the Living River of Words, including a contest called the Living River of Words Art and Poetry Contest. Sonoran Institute grants District a cost-free, irrevocable, non-transferable, license to continue to use the trade name "Living River™" in connection with its Living River of Words project, including the Living River of Words Art and Poetry Contest, which license will survive the termination of this Contract.

Sonoran Institute acknowledges that access to gather data in the study reach of the Santa Cruz River requires written authorization for all District-owned property on the Santa Cruz River, which can be obtained through District. Written authorization is not required when Sonoran Institute staff are accompanied by District Staff.

Budget for water year 2024

| Task | Hours | Unit | Total |
|---|-------|--------------------|--------------------|
| Project and partner coordination | | | |
| Services | 225 | \$72.53 | \$16,319.25 |
| Living River report | | | |
| Services | 325 | \$72.53 | \$23,572.25 |
| Printing and Postage | | ½ of 11,000 mailed | \$5,000 |
| Community engagement event | | | |
| Services | 75 | \$72.53 | \$5,439.75 |
| Community outreach | | | |
| Services | 60 | \$72.53 | \$4,351.80 |
| Trash Survey | | | |
| Services | 200 | \$72.53 | \$14,506 |
| Sponsorship: Research Days | | | \$2,500 |
| Total | | | \$71,689.05 |

Budget for water year 2025

| Task | Hours | Unit | Total |
|---|-------|--------------------|--------------------|
| Project and partner coordination | | | |
| Services | 225 | \$72.53 | \$16,319.25 |
| Living River report | | | |
| Services | 325 | \$72.53 | \$23,572.25 |
| Printing and Postage | | ½ of 11,000 mailed | \$5,000 |
| Community engagement event | | | |
| Services | 75 | \$72.53 | \$5,439.75 |
| Community outreach | | | |
| Services | 60 | \$72.53 | \$4,351.80 |
| Trash Survey | | | |
| Services | 200 | \$72.53 | \$14,506 |
| Sponsorship: Research Days | | | \$2,500 |
| Total | | | \$71,689.05 |