



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/06/2018

or Procurement Director Award ☐

* = Mandatory, information must be provided

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

Sonoran Institute

***Project Title/Description:**

Living River Project Activities - Santa Cruz River

***Purpose:**

To provide 2018 Water Year report preparation and printing, as well as other Living River Project Activities including oversight, partner coordination, and community outreach.

***Procurement Method:**

Direct Select D 29.6 C

***Program Goals/Predicted Outcomes:**

The goal is to report annually regarding changes in the wetland ecosystem along the Santa Cruz River. The predicted outcome is heightened stakeholder and community awareness about the status of this resource and action to preserve, protect and enhance the community benefit from it. Project also dovetails with development of Santa Cruz River Management Plan.

***Public Benefit:**

Pima County will continue its efforts begun with the EPA grant-funded Living River Project. The public will benefit by having available annual reporting and outreach regarding the wetland health of the Santa Cruz River ecosystem. Information in the report has been showing results of water quality improvement from upgrades to the county's metropolitan wastewater reclamation facilities.

***Metrics Available to Measure Performance:**

Report is produced and printed as a hard-copy deliverable. Number of direct mail reports will be tabulated. Also, Sonoran Institute tracks and reports outreach activities, including a summary of tabling events and media inquiries/ interviews. Material is posted to Sonoran Institute website that is monitored for "hits."

***Retroactive:**

Yes. This contract renewal was initiated in September allowing for plenty of time to process before the expiration date of October 31, 2018. During the renewal processing, an oversight occurred in that BOS D29.4 states (Section XII. A. Contract Approval) that contracts for professional services greater than \$100,000 must be approved and executed by the BOS. If this contract renewal isn't approved, RWRD will not be providing its share of project funding to coincide with RFCD funding on the Living River Project. As a result Sonoran Institute would not be able to continue the Living River Project work, and most immediately, we would miss conducting this year's fish survey of the river.

Contract / Award Information

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

Effective 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 22-73.***Amendment / Revised Award Information**Document Type: CT Department Code: WW Contract Number (i.e.,15-123): 17*143Amendment No.: Two (2) AMS Version No.: Eight (8)Effective Date: November 1, 2018 New Termination Date: October 31, 2019

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 33,000.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** RWRD Operating FundFunding 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)?** _____Contact: Jack ParkerDepartment: RWRD Telephone: 724-6205Department Director Signature/Date: [Signature] 10/12/18Deputy County Administrator Signature/Date: [Signature] 10/22/18County Administrator Signature/Date: [Signature] 10/23/18
(Required for Board Agenda/Addendum Items)




WASTEWATER RECLAMATION
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-3400
FAX: (520) 724-9635

October 12, 2018

TO: Mary Jo Furphy, Director – Procurement Director
FROM: Jackson Jenkins, Director – RWRD 
SUBJECT: **Sonoran Institute Contract Amendment No. 2 - CT-WW-17**143**

Attached for your review and approval is Contract Amendment Number Two (2) for the Regional Wastewater Reclamation Department (RWRD) with the Sonoran Institute for supplemental services to the Living River Project.

This contract amendment will follow a 6-year effort which Pima County has engaged in with the Sonoran Institute to conduct the Living River Project, initiated with grant funds provided to Pima County by EPA through September 2016. The Sonoran Institute partnered with Pima County to secure the grant from the Environmental Protection Agency (EPA), which has now expired. However, this continuing work builds on the data already collected and analyzed under the EPA grant work and the contract amendment will facilitate further characterization of the improvements in the river system.

This project is entering the sixth year of environmental monitoring of the Lower Santa Cruz River. This monitoring is designed to study the impact of improved water quality from the \$605 million Regional Optimization Master Plan (ROMP) upgrading the Tres Rios and Agua Nueva Water Reclamation Facilities. To continue this project work for the 2018 water year, RWRD and the Regional Flood Control District (RFCD) are providing in-kind staff support as well as supplemental funding for project activities. RWRD and RFCD wish for the Sonoran Institute to continue in their role of providing professional services necessary to completing this project for the 2018 water year.

The original RWRD contract with the Sonoran Institute of October 2012 provided \$45,000 for the first year of the Project. These supplemental services were for oversight, implementation and outreach activities, which included (1) project and partner coordination (2) technical committee support (3) the annual Santa Cruz River Researcher's Day Workshop/Seminar and (4) tracking and evaluating project outcomes. Following successful completion of these activities in the 2012/13 grant year, we amended the contract to include website development and annual report preparation with amendments adding \$30,000 in grant year 2013/14; \$29,000 in grant year 2014/15 and \$33,000 in grant year 2015/16. In September 2016, a new contract in the amount of \$40,000 was issued to cover costs for the work during water year 2016. An amendment in 2017 extended the contract for another year in the amount of \$32,000.

During this entire project period, the Sonoran Institute worked with Pima County to publish a comprehensive study of historical conditions along the Lower Santa Cruz River. The Sonoran Institute also compiled and distributed a detailed Selection Process Report documenting the year-long work of scientists on the Technical Committee to develop environmental indicators of the health of an effluent dependent stream. In the second grant year, an annual report was produced documenting baseline stream conditions.

The past four year' work by the Sonoran Institute in partnership with Pima County produced annual reports showing significant progressive improvements in ecosystem health, with the latest data showing return of the endangered Gila topminnow, a native fish to the river habitat. Another yearly report will likely confirm the improving trend and inform the County's efforts in developing a river management plan.

Mary Jo Furphy, Procurement Director

SUBJECT: The Sonoran Institute Contract Amendment No. 2

October 12, 2018

Page 2 of 2

RWRD recommends that Pima County continue to fund these supplemental support activities for an additional year ending October 31, 2019. The cost of this amendment will be \$33,000 and is to be added to the previous contract amount. Services will support the 2018 water year report preparation and printing, as well as the other related Living River Project activities identified in the contract's Scope of Services.

The budget for the project will be \$33,000 with RWRD and RFCD contributing data, interpretation, and oversight of the report production services and related activities. The funding will cover the costs of producing the reports as well as the development, coordination and implementation of the collected data. The departments are confident that the collected technical data, which form a basis for the Living River reports, website and related activities will be handled and compiled in a professional manner for purposes of Pima County's Living River Project.

Attachments

Pima County Department of Regional Wastewater Project: Living River Project Activities – Santa Cruz River Contractor: Sonoran Institute – 100 North Stone Suite 400 – Tucson, Arizona 85701 Contract No.: 17*143 Contract Amendment No.: Two (2)	<table border="1"> <tr> <th colspan="2">CONTRACT</th> </tr> <tr> <td>NO. <u>CT-WW-17-143</u></td> <td></td> </tr> <tr> <td>AMENDMENT NO. <u>02</u></td> <td></td> </tr> <tr> <td colspan="2">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table> (STAMP HERE)	CONTRACT		NO. <u>CT-WW-17-143</u>		AMENDMENT NO. <u>02</u>		This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
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Orig. Contract Term: 11/01/2016 – 10/31/2017	Orig. Amount:	\$40,000.00
Termination Date Prior Amendment: 10/31/2018	Prior Amendments Amount:	\$32,000.00
Termination Date This Amendment: 10/31/2019	This Amendment Amount:	<u>\$33,000.00</u>
	Revised Total Amount:	\$105,000.00

CONTRACT AMENDMENT

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

- 1. Term.** The Contract terminates on October 31, 2019.
- 2. Maximum Payment Amount.** The maximum amount the County will spend under this Contract is increased by \$33,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$105,000.00.
- 3. Amendment #1 Exhibit A:** Scope of Services is replaced with the attached Amended Exhibit A: Scope of Services.
- 4. Amendment #1 Exhibit B:** Replaced with the attached Amended Exhibit B.

This is the second of four (4) potential contract renewals authorized by the contract.

The effective date of this Amendment is November 1, 2018.

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

PIMA COUNTY

N/A
Procurement Director

Date

CONTRACTOR

[Signature]
Authorized Officer Signature

Teresa Eierdam CFO
Printed Name and Title

10/8/18
Date

APPROVED AS TO FORM

[Signature]
Deputy County Attorney

CHARLES WESSELHOFT

Print DCA Name
SEP 26 2018
Date

**PIMA COUNTY
BOARD OF SUPERVISORS**

Chairman

APPROVED AS TO CONTENT

[Signature]
Department Head
9/27/18
Date

ATTEST:

Clerk of the Board

Exhibit A: Scope of Services
Project Period November 1, 2018 through October 31, 2019

Task 1: Oversight, Implementation, and Outreach*

1.1: Project and Partner Coordination (Estimated at \$14,000; \$7,000 provided by Pima County Regional Wastewater Reclamation Department)

- Provide project oversight, management, and coordination
- Coordinate project meetings with staff and selected partners
- Provide regular reports and meeting notes/summaries

1.2: Living River Report (Estimated at \$43,800; \$21,900 provided by PCRWRD)

- Coordinate and implement the 6th fish survey that provides data for the 2018 water year
- Lead data synthesis, writing, and production of the report for 2018 water year (includes report design and printing, direct mail of ~3500 reports, and online supplemental report)

1.3: Community Outreach (Estimated at \$14,200; \$4,100 provided by PCRWRD)

- Develop and implement community presentations sharing project information particularly focused on 5th and 6th reports, hosting/tabling at events, report reception
- 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
- Coordinate demonstrations of fish survey methods with students/public

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 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 Pima County 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 Pima County for all materials and work produced under this Contract. Pima County 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.

*Other pending funding to Sonoran Institute by PCRFCFCD will cover remaining amount of the estimated expenses.

AMENDED EXHIBIT B

Hourly Rate: \$55.62

Reimbursable Report Printing Cost for the 2018/2019 contract period: not to exceed \$5,000



SONOR-1

OP ID: JB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER S. Wolf and Associates, Inc. 2338 W. Morse Chicago, IL 60645 Polly Kosyla	773-754-0849	CONTACT NAME:		
		PHONE (A/C, No, Ext): 773-754-0849	FAX (A/C, No):	
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A:	Wesco Insurance Company	
		INSURER B:	Travelers Insurance	
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	WPP1624989 00	05/08/2018	05/08/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			WPP1624970 00	05/08/2018	05/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			WUM1624991 00	05/08/2018	05/08/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB5J0617221842G	09/01/2018	09/01/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Pers Prop Includes Repl Cost			WPP1624989 00	05/08/2018	05/08/2019	All Loc: 78,000 Deductibl 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please See Notes

CERTIFICATE HOLDER

CANCELLATION

Pima County Regional
Wastewater Reclamation Dept.
201 N Stone Ave 8th floor
Tucson, AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan P. Kosyla

NOTEPAD:

HOLDER CODE

INSURED'S NAME Sonoran Institute

SONOR-1

OP ID: JB

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Date 10/10/2018

Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers is an additional insured with respects to General Liability when required by written contract or agreement, but solely with respect to that organizations liability arising out of the named insured's operations or premises owned by the named insured. In regards to contract: Living River Project Activities - Santa Cruz River # CT-WW-17-143