



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/10/2020

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 2020 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 per Board of Supervisors Policy D 29.6, III-C.

**\*Program Goals/Predicted Outcomes:**

The goal is to annually report 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 falls in with the development of the 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 events and media inquiries/ interviews. Material is posted to the Sonoran Institute website that is monitored for "hits".

**\*Retroactive:**

Yes. Due to COVID Pandemic, Sonoran Institute Personnel not available to review and sign prior to the BOS Meeting 10/20/20.

To: COB 10-21-2020 ①  
Vers.: 16  
pgs.: 5

**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: CT Department Code: WW Contract Number (i.e., 15-123): 17\*143  
Amendment No.: Four (4) AMS Version No.: 16  
Commencement Date: 11/01/2020 New Termination Date: 10/31/2021  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 39,150.00  
Is there revenue included? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_  
**\*Funding Source(s) required:** Enterprise Fund 5008 - RWRD Director's Division Unit 1187

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: James Dubois/Barbara Escobar

Department: Regional Wastewater Reclamation Department

Telephone: 520-724-6052

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_  
(Required for Board Agenda/Addendum Items)

**Pima County Regional Wastewater Reclamation Department**

**Project: Living River Project Activities – Santa Cruz River**

**Contractor: Sonoran Institute**  
**100 North Stone, Suite 400**  
**Tucson, Arizona 85701**

**Contract No.: CT-WW-17-143**

**Contract Amendment No.: Four (4)**

<b>Orig. Contract Term:</b> 11/01/2016 - 10/31/2017	<b>Orig. Amount:</b>	<b>\$40,000.00</b>
<b>Termination Date Prior Amendment:</b> 10/31/2020	<b>Prior Amendments Amount:</b>	<b>\$98,000.00</b>
<b>Termination Date This Amendment:</b> 10/31/2021	<b>This Amendment Amount:</b>	<b>\$39,150.00</b>
	<b>Revised Total Amount:</b>	<b>\$177,150.00</b>

**CONTRACT AMENDMENT**

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

**1. Background and Purpose.**

1.1. **Background.** On November 1, 2016, County engaged Contractor to provide services related to management and reporting of Santa Cruz River improvement activities. County and Contractor previously exercised three of the four extensions permitted by the Contract.

1.2. **Purpose.** County requires additional services from Contractor as described in Amended Exhibit A, Scope of Services, and wishes to exercise its fourth of four options to extend the contract for one additional year.

**2. Term.** This Contract commences on November 1, 2020, and terminates on October 31, 2021 unless terminated sooner pursuant to the provisions of the Contract. 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 the County will spend under this extended year as set forth above is \$ 39,150. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$177,150.00.

**4. Scope of Services.** The Scope of Services has been revised to reflect indicators for status reports relating to 1.2: Living River Report; added metrics to gauge success of 1.3: Community Outreach; and in 1.4, added implementation of a Community Outreach Event. The attached Amended Exhibit A reflects these revisions and associated fees.

**Contract No.: CT-WW-17-143122340 / 00830264 / v 1**

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

**PIMA COUNTY**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

Victoria Buchinger  
Deputy County Attorney

**Victoria Buchinger**

\_\_\_\_\_  
Print DCA Name

October 12, 2020  
Date

**CONTRACTOR**

John Shepard

\_\_\_\_\_  
Authorized Officer Signature

John Shepard

Senior Director of Program

\_\_\_\_\_  
Printed Name and Title

9/29/2020

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

John Shepard  
Department Head

10/15/2020  
Date

**AMENDED Exhibit A: (three pages)**  
**Sonoran Institute – Living River Project**  
**Project Period November 1, 2020 through October 31, 2021**

**Task 1: Oversight, Implementation and Outreach**

**1.1: Project and Partner Coordination**

- 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 (Anticipated Delivery by September 2021)**

- Coordinate and implement fish survey that provides data for the 2020 water year
- Lead data synthesis, writing and production of the report for 2020 water year (includes report design and printing, direct mail of ~6,500 reports, and online supplemental report) which will provide status of the following indicators:
  - Water Quality
  - Water Clarity
  - Flow Extent and Water Budget
  - Aquatic Wildlife (Macroinvertebrates and Fish)
  - Social Impacts

**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. 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 members of the public participating in outreach events
  - Number of web hits and downloads

**1.4 Implement Community Outreach Event**

- Suggestions include a river clean up, planting event, or arts project that will raise visibility of the river and encourage stewardship interest

All work is funded jointly under a separate contract between Sonoran Institute and the Pima County Regional Flood Control District (RFCD).

### **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 services 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 and the Pima County Regional Flood Control 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 Pima County and the Pima County Regional Flood Control District for all materials and work produced under this Contract. Pima County and the Pima County Regional Flood Control 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 Pima County and the Pima County Regional Flood Control 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 Pima County and the Pima County Regional Flood Control 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 and Pima County-owned property on the Santa Cruz River, which can be obtained through the District. Written authorization is not required when Sonoran Institute staff are accompanied by Pima County Staff.

# Exhibit A – Fee Schedule

Task	Project and Partner	Estimated Hours/year	Hourly Rate	Estimated Item Cost
1.1	Project and Partner Coordination			
	Services	105	\$57.29	\$6,000
1.2	Living River Report			
	Services	390	\$57.29	\$22,350
	Printing and postage			\$3,400
1.3	Community Outreach			
	Services	74	\$57.29	\$4,250
1.4	Community Outreach Event			
	Services	55	\$57.29	\$3,150
			<b>Total</b>	<b>\$39,150</b>

All tasks are funded jointly under a separate contract between Sonoran Institute and the Pima County Regional Flood Control District (RFCD). The item costs in Table 1 are costs to the Pima County Regional Wastewater Reclamation Department for these items and do not include the fees in the contract with RFCD.