



## CITIZENS' WATER ADVISORY COMMITTEE CONSERVATION & EDUCATION SUBCOMMITTEE

3:30 p.m., Wednesday, September 14, 2016  
Director's Conference Room  
Tucson Water, 3<sup>rd</sup> Floor  
310 W. Alameda Street, Tucson, Arizona

### Legal Action Report

#### 1. Call to Order/Roll Call

The meeting was called to order by Chairperson Catlow Shipek at 3:31 p.m. Those present and absent were:

##### Members Present:

Catlow Shipek (Chair)	Representative, City Manager
Ryan Lee *	Representative, Ward 1
Michelle Crow	Representative, Ward 2
Holly Lachowicz	Representative, Ward 3
Mark Lewis	Representative, Ward 5

\* Member Lee arrived at 3:34 p.m.

##### Members Absent:

Jean McLain	Representative, City Manager
Placido dos Santos	Representative, City Manager

##### Tucson Water Staff Members:

Melodee Loyer	Chief Engineer
Fernando Molina	Public Information Supervisor
Daniel Ransom	Water Conservation Supervisor
Candice Rupprecht	Public Information Specialist
Joaquim Delgado	Public Information Specialist
Kris LaFleur	Staff Assistant

##### Others Present

Brian Wong	CWAC
Chuck Freitas	CWAC
Kerry Schwartz	Arizona Project WET

- 2. Announcements** – Chair Shipek announced Watershed Management Group's upcoming Homescape Harvest Tour. Ms. Rupprecht explained that Tucson Water would be providing yard signs for participating homes.
- 3. Call to Audience** – There were no audience comments.
- 4. Review of May 10, 2016, Legal Action Report and Meeting Minutes** – Member Crow moved to approve the Legal Action Report and Meeting Minutes of May 10, 2016. The motion was seconded by Member Lewis and carried by a vote of 4-0.
- 5. Development of FY 2017 C&E Subcommittee work plan** – Mr. Ransom presented and members discussed a draft Conservation & Education Subcommittee work plan for FY 2017.

**Citizen's Water Advisory Committee, Conservation & Education Subcommittee**

Legal Action Report

September 14, 2016

Mr. Ransom indicated that a draft FY2015-16 Conservation Annual Report would be available for subcommittee review prior to the regular October meeting.

- 6. Update: Low-Income Rainwater Harvesting and Neighborhood-Scale Stormwater Pilot Programs** – Staff and members discussed recent Mayor and Council directions and staff actions in the development of a pilot low-income rainwater harvesting program, and a pilot neighborhood-scale stormwater harvesting program.

Members requested that staff arrange a presentation by the Sonora Environmental Research Institute (SERI), to provide results of SERI's previous low-income rainwater harvesting pilot program, and to answer questions about SERI's work under the sole-source contract approved by Mayor and Council on September 7, 2016.

Members and staff reviewed current proposals under development for a pilot neighborhood-scale stormwater harvesting program. Members proposed to email further questions and comments to staff, for discussion and review at a future subcommittee meeting.

- 7. Future meetings and agenda items** – The next C&E subcommittee meeting will be held on October 12, 2016. Items proposed for discussion at future meetings included:

- Subcommittee review of FY2015-16 Conservation Annual Report
- Further review of the proposed Neighborhood-Scale Stormwater Harvesting pilot project
- SERI report on low-income rainwater harvesting pre-pilot and pilot programs

- 8. Adjournment** – The meeting was adjourned at 5:02 p.m.

6<sup>TH</sup> ANNUAL  
*Homescape  
Harvest Tour*

SATURDAY OCTOBER 1, 2016

10AM - 3PM



Explore amazing home landscapes throughout Tucson at your own pace. Learn firsthand from the homeowners how to create well-designed, beautiful, and affordable features to harvest water, energy, food, and much more to inspire ideas for your dream yard!

REGISTER ONLINE AT  
[WATERSHEDMG.ORG/HHT2016](http://WATERSHEDMG.ORG/HHT2016)

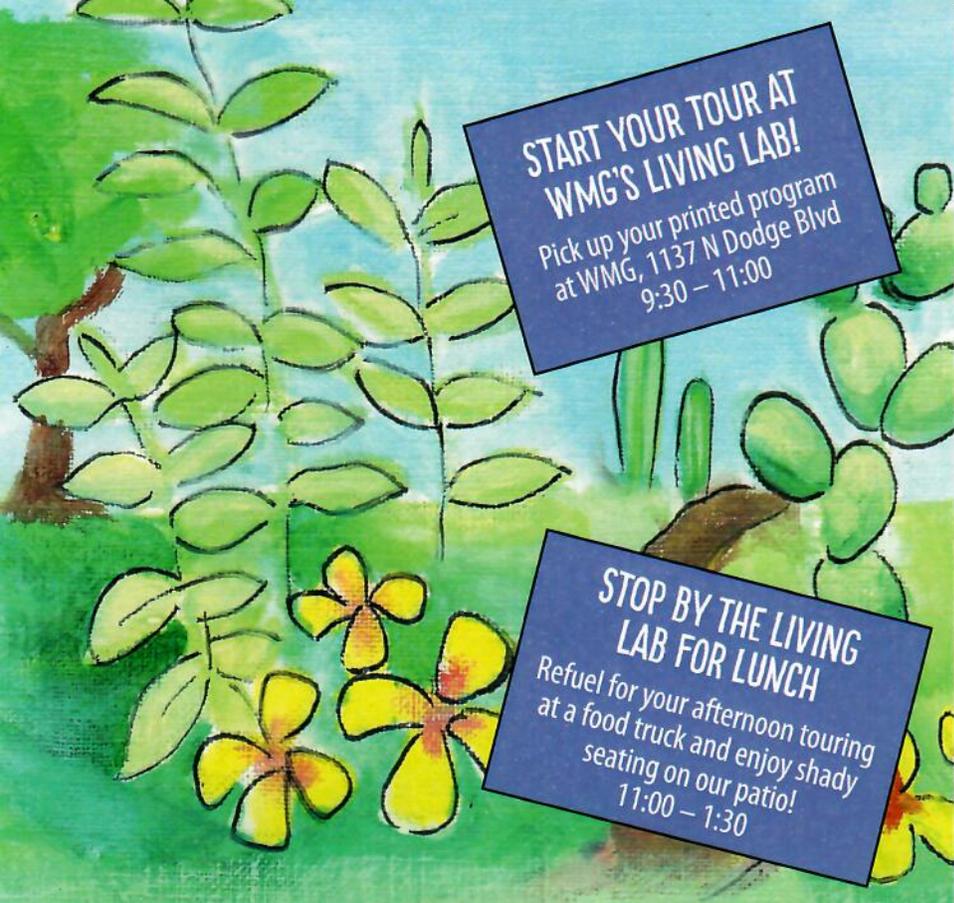


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**CWAC Conservation and Education Subcommittee**  
**FISCAL YEAR 2016-17**

<u>Month</u>	<u>Items for Subcommittee Review</u>	<u>Completion/Approval by CWAC</u>	<u>Program Updates &amp; Presentations</u>
<b>July/August 2016</b>	<i>CWAC Summer Break – No Meetings Scheduled</i>		
<b>September 2016</b>	- Work plan development - Update on M&C directives		
<b>October 2016</b>	- FY15-16 Annual Report - FY17-18 Budget Proposal		- Community Partner presentation - Internal Program update
<b>November 2016</b>		- FY15-16 Annual Report - FY17-18 Budget Proposal	- Community Partner presentation
<b>December 2016</b>			- Community Partner presentation
<b>January 2017</b>	- Mid-Year Report		- Community Partner presentation
<b>February 2017</b>	- New Program Ideas & Research	- Mid-Year Report	- Community Partner presentation - Internal Program update
<b>March 2017</b>	- New Program Ideas & Research		- Community Partner presentation - Internal Program update
<b>April 2017</b>	- New Program Ideas & Research - FY17-18 Program Plan		
<b>May 2017</b>		- FY17-18 Program Plan	
<b>June 2017</b>	- FY18-19 Budget Proposal		



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# MAYOR & COUNCIL MEMORANDUM

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Subject: Discussion of Low-Income Rainwater Harvesting Pilot Program (City Wide and Outside City)

September 7, 2016

Page: 1 of 2

**Issue** – Time is reserved in Study Session to allow the Mayor and Council to discuss Tucson Water’s low-income rainwater harvesting pilot program.

**City Manager's Office Recommendation** – The Mayor and Council are respectfully requested to consider Tucson Water’s proposal and to provide approval or additional direction.

**Background** – During Study Session on July 6, 2016, M&C directed Tucson Water to deploy \$150,000 of the Conservation Fund for a low-income rainwater harvesting and graywater pilot program to address socio-economic and geographic disparities in the rainwater harvesting rebate program. Suggested aspects of the pilot low-income program were to include a combination of loans and grants, as well as Spanish-language education & outreach materials and Spanish-language workshops. Tucson Water was directed to work with organizations that have demonstrated initiative, knowledge, and capacity to work in under-represented and low-income communities.

**Present Consideration** – Tucson Water is developing two concurrent paths to satisfy the above directives:

- A sole-source contract with the Sonoran Environmental Research Institute (SERI), which will allow for the immediate launch of a one-year pilot low-income grant and loan program. The sole-source contract will allow for disbursement of the full \$150,000 within FY 2017. The contract with SERI will be managed and monitored in 3-month increments, with a 3-month renewal required for each increment. Proposal details are attached.
- A Request for Qualifications (RFQ) is being developed for additional three-year contracts and awards for the operation of multiple low-income grant and/or loan programs. Multiple local agencies may be awarded funding under this RFQ.

Staff today seeks a motion to proceed as follows:

- Grant sole-source contract to SERI for the operation of a one-year pilot low-income grant and loan program in FY 2017, as described above and in the attached materials
- Develop an RFQ to solicit multiple proposals for three-year, renewable contracts, for operation of low-income grant and/or loan programs.

MAYOR AND COUNCIL MEMORANDUM  
Discussion of Low-Income Rainwater Harvesting Pilot Program  
(City Wide and Outside City)

Page: 2 of 2

**Financial Considerations** – Mayor and Council have requested that \$300,000 be allocated in FY 2017 from the Conservation Fund to provide for the administration and operation of a low-income rainwater harvesting program. Funds have been budgeted and are available for this purpose.

Respectfully submitted,

Albert Elias  
Assistant City Manager

AE/TT:kl  
Timothy Thomure, Director, Tucson Water

Attachment:

- SERI Low-Income Rainwater Harvesting Program Proposal

**MAYOR AND COUNCIL – STUDY SESSION  
LEGAL ACTION REPORT AND MINUTES FOR THE MEETING OF  
Wednesday, September 7, 2016**

**AGENDA ITEM / MAYOR AND COUNCIL ACTION**

**5. Discussion of Proposed Low-Income Rainwater Harvesting Pilot Program (City Wide and Outside City)  
SS/SEP07-16-164**

Introductory comments were provided by Michael J. Ortega, City Manager.

Information was provided by Timothy Thomure, Tucson Water Director.

It was MOVED by Council Member Romero, duly seconded, to approve the proposal as presented in the agenda material, to:

- Grant a sole-source contract to SERI for the operation of a one-year pilot low-income grant and loan program in FY 2017, as described in the agenda materials, and
- Develop an RFQ (Request for Qualifications) to solicit multiple proposals for three-year, renewable contracts, for operation of low-income grant and/or loan programs.

Mr. Thomure fielded and answered questions, along with Flor Morales, Sonoran Environmental Research Institute (SERI).

Discussion ensued.

The motion was CARRIED by a voice vote of 7 to 0.

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## Low-income Rainwater Harvesting Program

Sonora Environmental Research Institute, Inc.  
3202 E. Grant Rd., Tucson, AZ 85716  
Contact: Flor Morales, moralesf@seriaz.org, 520-321-9488

### I. OVERVIEW

**Sonora Environmental Research Institute, Inc. (SERI)** is a community-based, non-profit organization that has been extensively involved with environmental, health and safety issues in southern Arizona for over twenty-two years. Our mission is to partner with low-income and minority communities throughout the southwest to protect the environment and improve community health. We have been working in southern metropolitan Tucson for over 12 years, and through our promotora program have conducted over 8,000 home visits and provided services in a culturally appropriate manner and language. SERI promotoras are community members who have received training on environmental health and spread their knowledge throughout the community. Unfortunately, many of the families the promotoras visit have been underserved by existing programs, lack knowledge regarding climate change and water conservation and have pre-existing vulnerabilities including poor housing, environmental conditions and economic instability.

Given the ongoing drought in the southwest and the predictions that our climate will continue to get hotter and drier, approaches for more effective water management are increasingly important for our community. One such program is **Tucson Water's** rainwater harvesting rebate program; however, the program primarily has been utilized in higher income neighborhoods. We have partnered with Tucson Water (TW) for over 11 years and are developing methods for low-income families to overcome the upfront costs of rainwater harvesting systems and mechanisms for families to invest in these systems over time. Our past successes and current programs have provided a strong foundation for the establishment of an extensive low-income loan and grant program to foster equity in environmental sustainability.

### II. PILOT PROGRAMS

**Grant Program:** With funding from TW we installed 32 passive rainwater harvesting systems and over 60 rain barrels (not funded by TW) with low-income families. Families were extremely interested in rainwater harvesting and took the required rainwater harvesting and tree care workshops. We recently conducted follow-up visits with the families to evaluate the condition and use of the systems and the families' satisfaction with the program. TW staff calculated the families' water usage pre and post installations. We are preparing a report with the results.

**Loan Program:** With assistance from the University of Arizona Bureau of Applied Research in Anthropology, we developed a pilot loan program for low-income families funded by the Environmental Protection Agency (EPA), the Arizona Forestry Division

and donations. We conducted extensive stakeholder interviews, community meetings and focus groups to receive community input on the design of the pilot program. Table 1 contains the program outcomes through 7/31/2016. The goal of the program is to install at least 15 systems and evaluate the success.

<b>Table 1: Pilot Program Statistics</b>	
<b>Item</b>	<b>#</b>
Participants at workshops	106
Systems installed	13
Systems in progress	3
Range of loans	\$102.32 - \$1,101.56
Average loan	\$521.10
Average rebate	\$348.47
Loans paid off	3
Families on the waiting list (workshop taken)	39
Families on the waiting list for workshop	20
Average time from workshops to installation	1-3 months
Average time from submittal to receiving rebate from TW	6 weeks

**Rain Barrel Program:** With funding from the Arizona Forestry Division, the EPA and donations, we have distributed over 100 SERI designed and fabricated 55-gallon rain barrels using refurbished barrels provided by Maya Renewable Energies, a local company that focuses on recycling materials. The refurbished food-grade barrels have been power washed and have had the labels removed. The barrels are opaque, have inlet debris screens, lead-free faucets, an overflow with a 6-foot hose and mosquito screens on the inlet and overflow. Our current supply cost to produce a barrel is approximately \$38.

**III. SERI's UNIQUE QUALIFICATIONS FOR THE PROGRAM**

- A. The community trusts SERI and wants to work with SERI. We have a long history in the community, and we have a waiting list for our programs.
- B. We have all of the procedures in place and have successfully implemented similar programs. Through our Department of Housing and Urban Development (HUD) Healthy Homes Production Grant we developed procedures on items such as request for proposals and bidding, contracts, income verification, and approval of scope of work. We based our procedures on those utilized by the City of Tucson Lead Hazard Control Program, and HUD and a Certified Public Accountant have audited our procedures. We have completed over 300 construction projects with many over \$20,000.
- C. We have used the HUD Income Limits in over 4,000 cases for services. HUD and a Certified Public Accountant have audited our use of the limits.
- D. We are a registered vendor with the City of Tucson, have successfully implemented previous contracts with the City, have liability insurance and will name the City of Tucson as an additionally insured.

- E. This project supports SERI's goal of community sustainability, environmental justice and climate change adaptation.
- F. We have 20 community members trained and ready to begin outreach. Through a grant from the Agnese Nelms Haury Program in Environment and Social Justice, twenty promotoras attended a 2-week 40-hour workshop on climate change and sustainability. SERI promotoras are community members who have received training on environmental health and spread their knowledge throughout the community. During the workshop, they learned about water resources, drought, water conservation, adaptation measures and TW's rebate and incentive programs. They also completed a 4-hour hands-on class on installing passive rainwater harvesting systems and 5 outreach home visits each to receive certification.
- G. We are trained in HIPAA and maintain our files accordingly.
- H. We do follow-up visits to ensure what we have done worked and when needed we send out contractors for repairs.
- I. And most importantly, we've already piloted the program, worked with the community, received feedback and modified the program. We have a low-income rainwater harvesting loan fund of \$4,000, and we are committed to fundraising to continue and grow the program.

#### IV. PROGRAM DESIGN

The program seeks to increase the participation of low-income families in TW's rainwater harvesting rebate program and increase the quantity of rainwater collected by TW customers. The **goal** is to expand SERI's pilot programs into a loan and grant program that serves low-income TW customers. Many extremely low ( $\leq 30\%$  of the area median income (AMI)) and very low-income families ( $> 30\% \leq 50\%$  AMI) cannot participate in the loan program; consequently, we are proposing a small grant program to allow these families to install passive systems. We are also proposing to provide SERI rain barrels and shade trees, when available, to low-income families.

The **specific objectives** for year one are to:

- A. Facilitate the installation of 100 rainwater harvesting systems with low-income families: approximately 50 through grants and 50 through loans.
- B. Hold a minimum of 12 rainwater harvesting workshops in low-income neighborhoods and taught in Spanish. If needed we will over workshops in English as well; however, English workshops are currently available.
- C. Distribute 100 SERI 55-gallon rainwater harvesting barrels to low-income families through a discounted rain barrel program.
- D. Establish bulk purchase agreements and a voucher system with local vendors to lower costs of supplies and materials.
- E. Conduct neighborhood installation projects where multiple families in one neighborhood participate to increase participation and lower costs.
- F. Attend a minimum of 10 community events to increase community knowledge of and recruit families for the program.
- G. Increase community knowledge of and recruit families for the program through neighborhood walks and home visits.

Table 2 gives the proposed requirements for program participation. All participants will be required to have a TW account in good standing and to attend a rainwater harvesting workshop. To participate in the loan program, families will need to have an income  $\leq 80\%$  of the AMI, live in an owner-occupied single family dwelling and have their property taxes paid. The grant program will have similar requirements except the income limit is lowered to  $\leq 50\%$  of the AMI. The discounted rain barrel program removes the requirement for the participant to live in an owner-occupied single family dwelling, which will allow renters who are TW customers to participate.

<b>Requirement</b>	<b>Loan program</b>	<b>Grant program</b>	<b>Discounted rain barrel program</b>
Tucson Water account in good standing	X	X	X
Attend a rainwater harvesting workshop	X	X	X
Income $\leq 80\%$ of the AMI	X	-	-
Income $\leq 50\%$ of the AMI	X	X	X
Owner-occupied single family dwelling	X	X	-
Property taxes paid	X	X	X*

\* If owner-occupied single family dwelling. Not required for renters.

The guidelines for the program are given in Table 3. SERI, with the assistance of the University of Arizona Bureau of Applied Anthropology, conducted a pilot program that included stakeholder interviews, home visits, workshops and focus groups. The program guidelines were developed from the extensive community feedback and experience received during the pilot program. Loans of up to \$2,000 plus the amount of the TW rebate will be available at all income levels. This will allow a family to install an active system with large tank. Grants of up to \$400 will be available to participants with incomes  $\leq 50\%$  of the AMI. This amount is sufficient to purchase mulch and rocks for passive systems. Rebates will not be requested on the grants from City of Tucson funds. All participants will be able to purchase SERI rain barrels with discounts given at lower income levels. SERI's supply cost for the rain barrels is \$38 per barrel. All labor is donated. The discounted prices for the rain barrels also came from the focus groups. Participants suggested that SERI should charge at least \$5 per barrel rather than giving the barrels away free to the extremely-low income families. We are still negotiating trees for distribution, but anticipate having one free tree per household.

### **Examples**

1. A family with an income of 80% of the AMI wants to install a \$3,000 system that qualifies for a \$2,000 TW rebate. SERI would loan the family \$3,000. The \$2,000 TW rebate would go directly to SERI, and the family would pay back the remaining \$1,000 from the loan. The family could purchase a rain barrel for \$38.
2. A family with an income  $<30\%$  of the AMI wants to put in a \$200 system. SERI would give the family a grant of \$200. The family could purchase a rain barrel for \$5.
3. A family with an income between 30% and 50% of the AMI wants to put in a \$900 system that qualifies for a \$200 rebate. SERI would give the family a grant of \$400 and

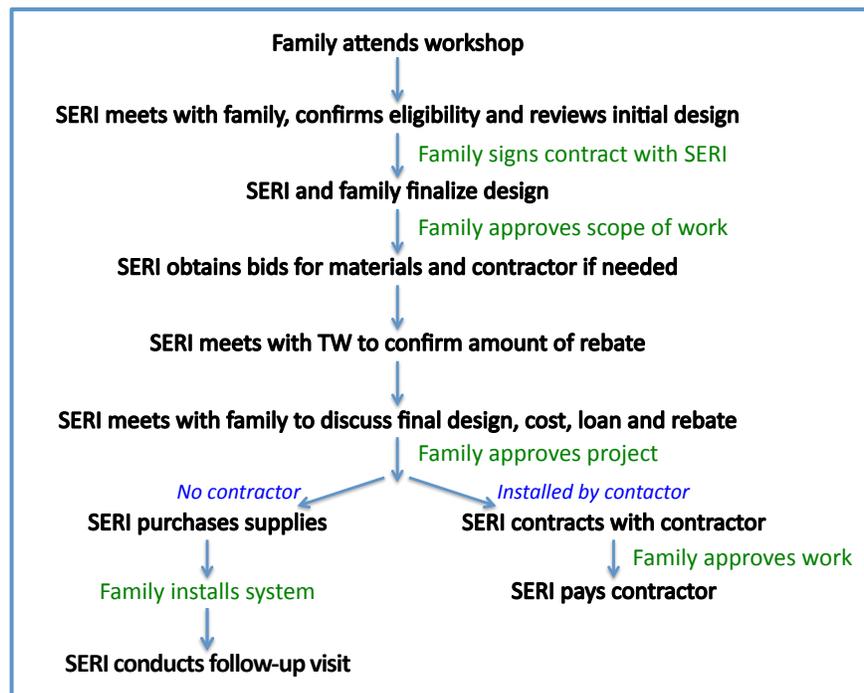
a loan for \$500. The \$200 TW rebate would go directly to SERI, and the family would pay back the remaining \$300. The family could purchase a rain barrel for \$20.

Table 3: Proposed Program				
Income (% of AMI)	Amount of Loan	Amount of Grant	Cost of SERI Rain Barrel*	Shade Tree**
> 50% ≤ 80%	Up to \$2,000 plus amount of TW rebate	None	\$38	Free shade trees when available. Encourage use of TEP Trees for You Program (\$5).
> 30% ≤ 50%		Up to \$400	\$20	
≤ 30%			\$5	

\* Plus \$5 delivery fee. No charge if picked up

Figure 1 outlines the process flow from the workshop to the installation. After the workshop, SERI meets several times with the family to verify eligibility, review the design and develop a scope of work. SERI completes the bid process and meets with TW to determine the potential rebate. SERI explains to the family the total project cost, the potential rebate from TW and the loan amount. If the family approves the project, SERI completes all paperwork, purchases supplies and contracts with any contractors. The process requires the family’s approval at multiple steps. SERI directly pays for any supplies and contractors; no money is given directly to the family. If the family installs the system, SERI conducts a follow-up visit to ensure that the system was installed correctly and to give assistance as needed.

**Figure 1: Process Flowchart**



The program will follow a similar tracking process as used for SERI's healthy homes construction program. During the initial home visits, the family will sign the following forms:

- CASA-022 Consent Form for Participating,
- CASA-064 Consent Form for Photography,
- CASA-070 Income Verification, and
- CASA-080 Acknowledgement of Conditions for Rainwater Harvesting Program.

After the initial visits SERI staff will verify that the property taxes are paid using the Pima County Assessor's website and prepare the following forms:

- CASA-050 Rainwater Harvesting Checklist - an internal form that tracks each step,
- CASA-082 Rain Barrel Design - when needed,
- CASA-044 Scope of Work (SOW) - based on the family's design,
- CASA-083 SOW Map of the Property - based on the family's design,
- CASA-046 Bid Package Checklist - tracks the bid process (when needed), and
- CASA-048 Vendor/Contractor Bid List - the list of bids received (when needed).

Once the design is completed and the bids received, SERI and the family agree upon a payment plan, and the following forms are completed:

- CASA-084 Payment Plan Agreement - payment plan based on the costs of the system, and
- CASA-086 Loan Payment Coupons (under development) - for the family to track their loan payments and to send in with their payment

If a contractor will install the system and the family approves the payment plan, the family signs:

- CASA-058 Construction Interventions Approval Form - to approve the contractor selected and the final work prior to contractor payment.

Once the case is initiated, the data are entered into the SERI Filemaker Pro database, which is modeled after the SERI Healthy Homes Case Management database and tracks the progress of the case until it is closed.

## **V. YEAR 1 ACTIVITIES**

- A. Complete request for qualification process to increase pool of qualified design and installation contractors.
- B. Complete bid process for bulk supplies and establish voucher system with successful bidders.
- C. Finalize paperwork and procedures for loan, grant and rain barrel program.
- D. Design and print outreach materials, update website, work with TW to include SERI in TW's material and vice versa.

- E. Establish calendar of workshops with the goal of a minimum of 1 workshop in Spanish per month held at locations throughout the community.
- G. Train community promotoras on program updates, and conduct targeted neighborhood walks and home visits to increase participation and begin neighborhood installation projects.
- H. Attend community events and promote the program.
- I. Make and distribute rain barrels to low-income families.
- J. Implement grant program and facilitate installation of 50 systems through grants.
- K. Facilitate installation of 50 systems through the loan program.
- L. Modify accounting system to track general program costs (e.g. workshops) and costs for each individual case.
- M. Develop inventory of water losses and conservation opportunities.
- N. Conduct quarterly evaluation and modify program as needed.
- O. Complete quarterly and final reports.

**VI. BUDGET**

<b>CATEGORY</b>	<b>Rate (\$/Hour)</b>	<b>Hours</b>	<b>Total</b>	<b>GRAND TOTAL</b>	<b>In-Kind</b>
<b>Personnel</b>				\$47,030	
Flor Morales	\$22	1665	\$36,630		
Palmira Henriquez	\$20	520	\$10,400		
Ann Marie Wolf	\$40	700			\$28,000
<b>Benefits</b>				\$7,525	
SERI @16% of personnel Henriquez/Morales					
<b>Supplies</b>	<b>Rate</b>	<b>#</b>	<b>Total</b>	\$7,640	
Program brochure	\$0.47	1,000	\$470		
Brochure - Maintenance	\$0.55	900	\$495		
Brochure - Care for barrels	\$0.55	500	\$275		
Banner for outreach table	\$200	1	\$200		
Storage shed with lock	\$1,200	1	\$1,200		
Barrels and supplies	\$38	100	\$3,800		
Workshop supplies	\$25	24	\$600		
Flyers	\$0.20	2000	\$400		
Tools for tool bank	1	200	\$200		
<b>Travel</b>				\$1,080	
Mileage	\$0.54	2000			
<b>Contractual</b>				\$650	
Hands-on workshop	\$650	1			
<b>Other</b>				\$10,078	
Advertising	\$305	8	\$2,440		
Promotora stipends	\$400	18	\$7,200		
Flyers	\$0.47	400	\$188		
Room rent	\$25	10	\$250		
<b>Total Direct Costs</b>				<b>\$74,003</b>	
Indirect SERI @ 11% personnel and benefits*				\$5,997	
<b>TOTAL</b>				<b>\$80,000</b>	
Loan Fund				\$50,000	
Grant Fund				\$20,000	
<b>TOTAL PROJECT BUDGET</b>				<b>\$150,000</b>	<b>\$178,000</b>

\* SERI's current federally approved indirect cost rate is 11% of personnel and benefits. This includes items such as rent, utilities, insurance, and general office supplies.



# AGREEMENT FOR SERVICES NO. 171581 LOW INCOME RAINWATER HARVESTING LOAN AND GRANT PROGRAM

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of September 2016, by and between the City of Tucson, hereinafter referred to as the "City", and Sonora Environmental Research Institute, Inc., DBA: SERI, hereinafter referred to as the "Contractor".

## I. INTRODUCTION

The City of Tucson administers water sustainability programs that are designed to reduce demands and to better utilize rainwater and storm water resources. On-going evaluation of these programs indicates a need to address issues of equity in program participation to ensure low income segments of the community are able to participate in the programs. Tucson Water is providing funding for the administration of a Low Income Water Sustainability program designed to increase participation by qualifying low-income customers in demand management programs and rainwater and storm water harvesting efforts to support goals defined in *Plan Tucson*. Low Income status shall be determined using Average Median Income standards indexed for metropolitan Tucson.

Contractor shall 1) administer a Low Income Water Sustainability Grant Program (Grant Program) and 2) administer a Low Income Water Sustainability Loan Program (Loan Program).

## II. SCOPE OF SERVICES

### A. Develop and Administer a Low Income Loan Program

1. Within 30 days of finalizing contract, develop a plan for identifying qualifying program participants based in income eligibility.
2. Eligibility for Loan
  - a. Homeowners must meet income requirements.
  - b. Renters must meet income requirements and waiver from property owner.
  - c. Tucson Water account must be in good standing.
  - d. Participant must attend a rainwater harvesting workshop.
  - e. Property taxes must be up to date.

3. Loan Income Loan Guidelines
  - a. Income qualifications for loans shall be established at  $\leq 80\%$  of the AMI + 10% of 80%.
  - b. The maximum loan amount is not to exceed \$1500, not including Tucson Water rebate payment.
  - c. Tucson Water rebates will be calculated and issued based on current Rainwater Harvesting Rebate Program policies.
  
4. Sub-Contractors: In the event that subcontractors are used to design or install rainwater harvesting systems, Contractor shall ensure that Sub-Contractor is appropriately licensed with the State of Arizona, and is in compliance with any other local business licensing requirements.
  
5. SmartScape Program Coordination: Contractor shall coordinate with the University of Arizona/Pima County Extension Office SmartScape Program to recruit qualified students to assist in the design, installation, and maintenance of rainwater harvesting systems. This coordination is required to build capacity within the landscape industry for the installation of Rainwater Harvesting systems.
  
6. Materials
  - a. Contractor shall provide all materials needed for the rainwater harvesting system.
  
7. Loan Limitations  
Loans shall be issued to:
  - a. Homeowners who meet income requirements per the Scope of Work, Section A.3.
  - b. Renters who can provide a written release by the property owner authorizing the installation of a Rainwater Harvesting System.

## **B. Develop and Administer a Low Income Grant Program**

1. Within 30 days of finalizing contract, develop a plan for identifying qualifying program participants, based on income eligibility. Grant recipients income shall not exceed 50% Of Low Income Guidelines.
  
2. Eligibility for Grant
  - a. Homeowners meeting income requirements.
  - b. Renters meeting income requirements and waiver from property owner.
  - c. Tucson Water account must be in good standing.
  - d. Participants must attend a rainwater harvesting workshop.
  - e. Property taxes must be up to date.

3. Sub-Contractors: In the event that subcontractors are used to design or install rainwater harvesting systems, Contractor shall ensure that Sub-Contractor is appropriately licensed with the State of Arizona, and is in compliance with any other local business licensing requirements.
4. SmartScape Program Coordination: Contractor shall coordinate with the University of Arizona/Pima County Extension Office SmartScape Program to recruit qualified students to assist in the design, installation, and maintenance of rainwater harvesting systems. This coordination is required to build capacity within the landscape industry for the installation of Rainwater Harvesting systems.
5. Low income Grant Income Guidelines
  - a. Income qualifications shall be established at  $\leq 50\%$  of the AMI.
  - b. Maximum amount of grant is not to exceed \$400, not including Tucson Water rebate.
  - c. Tucson Water rebates will be calculated and issued using current Rainwater Harvesting Rebate Program policies.
6. Grant Limitations  
Grants shall be issued to:
  - a. Homeowners who meet income requirements per the Scope of Work, Section B.2.
  - b. Renters who can provide a written release by the property owner authorizing the installation of a rainwater harvesting system.
7. Materials
  - a. Contractor shall provide all materials needed for the rainwater harvesting system.

**C. Develop and Administer a Community Outreach Program**

Contractor shall coordinate with Tucson Water on development of broad community outreach efforts, to include:

1. Participate in Tucson Water training program to educate project staff about Tucson Water and Water Reliability elements.
2. Participate in approximately ten (10) local community events.
3. Conduct presentations to approximately ten (10) local neighborhood associations and business groups.
4. Participate in outreach efforts with Tucson Water as needed.  
Information and outreach materials shall include the City of Tucson and Tucson Water logo.

**D. Program Monitoring and Evaluation**

1. Coordinate with Tucson Water to develop a data base sufficient to meet program monitoring and reporting requirements.
2. Develop a Monthly Report to summarize the previous month activities and submit with monthly invoices.
3. Coordinate quarterly meeting with Tucson Water staff to provide updates and discuss recommended revisions to program.
4. Develop an Annual Report to summarize activities and provide recommendations for program changes.

### III. COMPENSATION AND METHOD OF PAYMENT

- A. In consideration of the performance of the services described in the Scope of Services, the City shall pay the Contractor the sum or amounts as set forth below and the Contractor shall charge the City only in accordance with those same amounts.

TOTAL OF DIRECT COSTS: \$ 30,000

Please attach a breakdown of budget cost

Total payments under this Agreement shall not exceed \$100,000.

- B. The City will pay the Contractor following submission of itemized invoice(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice. Each itemized invoice must bear a written certification by an authorized City representative, confirming the services for which payment is requested have been performed.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- C. Prompt Payment Discount Terms: Please indicate your payment terms below:

The price(s) herein can be discounted by N/A%, if payment is made within N/A days. These payment terms shall apply to all purchases and to all payment methods.

- D. Will payment be accepted via commercial credit card?  Yes  No
1. If yes, can commercial payment(s) be made online?  Yes  No
  2. Will a third party be processing the commercial credit card payment(s)?  Yes  No
  3. If yes, indicate the flat fee per transaction \$ N/A (as allowable, per Section 5.2.E of Visa Operating Regulations).
  4. If "no" to above, will consideration be given to accept the card?  Yes  No
- E. Does your firm have a City of Tucson Business License?  Yes  No  
If yes, please provide a copy of your City of Tucson Business license.

#### **IV. TERM AND RENEWAL**

The term of this agreement shall commence upon the award and shall remain in effect for a period of three (3) months, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for three (3) additional three-month periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

#### **V. ENFORCEMENT, LAWS AND ORDINANCES**

This agreement shall be enforced under the laws of the State of Arizona.

Each party must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure Contractor's obligation regarding payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein.

#### **VI. WAIVER**

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

#### **VII. INSURANCE**

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. **Fidelity Insurance:** Coverage for all officers, directors, employees and agents of the Contractor who are responsible for receiving, depositing, or transferring funds into program accounts, or issuing financial documents, checks or other instruments of payment for program costs. Coverage to include, but not limited to:

1. Employee Dishonesty (coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration

The policy shall be endorsed to include the City of Tucson (and the respective agency) as Loss Payee. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim.

**D. Provide and maintain minimum insurance limits as applicable.**

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b> Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate (including Per Project)	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
<b>II. Commercial Automobile Liability</b>	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona)*<sup>1</sup></b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
<b>V. Fidelity Insurance (Crime Bond) -- In addition to I, II, III,</b>	
Each Claim	\$250,000
Annual Aggregate	\$250,000

\*<sup>1</sup> Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation

**E. ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- F. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- G. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- H. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- I. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- J. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

## **VIII. STANDARD TERMS AND CONDITIONS**

- 1. ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
- 2. AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
- 3. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as

soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make

arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
23. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
24. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
25. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
26. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
27. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
28. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
29. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's bid shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the

Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
42. **WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

This Agreement represents the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CITY OF TUCSON:

Nathan Lyon  
as Director of Procurement  
and Not Personally

9-9-16  
Date

Irene Ogata  
City Representative

(520) 837-2185  
Telephone

CONTRACTOR:

BY: Ann R. Wolf  
Authorized Signature

FOR: Serica Environmental Research  
Name of Company  
Institute, Inc.

3202 E. Grant Rd.  
Address

Tucson, AZ 85716  
City/State/Zip

520 - 321 - 9488  
Telephone / Fax

awolf@serica.org  
E-MAIL

**LOW INCOME LOAN AND GRANT PROGRAM**

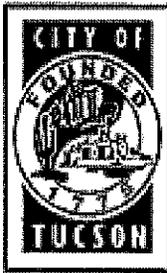
	Rate (\$/Hour)	Hours	Total	TOTAL
<b>Personnel</b>				\$54,784
Program Manager	\$22	1872	\$41,184	
Sr. Environmental Health Promotor	\$20	420	\$8,400	
Project Director	\$40	130	\$5,200	
<b>Benefits</b>				\$8,765
SERI @16% of personnel				
<b>Supplies</b>	<b>Rate</b>	<b>#</b>	<b>Total</b>	\$6,236
Rain Barrels: 55 gallon	\$40	128	\$5,120	
Workshop supplies	\$25	12	\$300	
Office supplies	\$68	12	\$816	
<b>Contractual</b>				\$1,545
Website upgrade				
<b>Travel</b>				\$1,080
Mileage	\$0.54	2000		
<b>Other</b>				\$7,590
Advertising/Outreach	\$330	5	\$1,650	
Promotora Stipends	\$300	18	\$5,400	
Cell phone	\$45	12	\$540	
<b>TOTAL</b>				\$80,000
LOAN FUND				\$50,000
GRANT FUND				\$20,000
<b>TOTAL PROJECT COST</b>				\$150,000

Rate (\$/Hour)	In-kind Hours	In-Kind Total	GRAND TOTAL
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\$40	480	\$19,200	
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		\$19,200.00	\$99,200.44
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		\$19,200.00	\$169,200.44
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# MASTER Blanket Purchase Order

**City of Tucson**  
255 W Alameda - P.O. Box 27210  
Tucson, AZ 85726

<b>V E N D O R</b>	Vendor ID: 0024205      Phone: (520) 321-9488 Fax:
	<b>Sonora Environmental Research Institute, Inc.</b> 3202 E. Grant Rd. Tucson, AZ 85716
<b>S H I P T O</b>	<b>Tucson Water/Public Information/Conservation</b> 310 W Alameda St Tucson, AZ 85701 Contact Kimberly Rowling at (520)837-6090

<b>Blanket PO Number</b>	
<b>38984</b>	
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.	
MAIL ORIGINAL INVOICE TO ADDRESS BELOW	
<b>I N V O I C E</b>	<b>City of Tucson</b> Finance/Accounts Payable PO Box 27450 Tucson, AZ 85726-7450 (520) 791-4031 AccountsPayable-Finance@tucsonaz.gov

Requisition Number	Contract Number	FOB	Terms	Delivery Date
	171581,	Unknown		0 Days ARO

Catalog: -						
Item	Description	Quantity	Unit Price	Amount	Sales Tax	Total
2	To provide for the annual requirements of services for Contract 171581 for the time period of 09/09/2016 through 12/08/2016 in the estimated amount of \$150,000.	0 EA	0.00	0.00	0.00	0.00
<b>Subtotal:</b>						<b>\$0.00</b>
<b>Tax:</b>						<b>\$0.00</b>
<b>TOTAL:</b>						<b>\$0.00</b>

If this purchase order is associated to a contract, the contract's terms and conditions shall apply. Otherwise, by accepting this order, vendor agrees to all terms and conditions posted on [http://www.tucsonprocurement.com/bidders\\_tandc.aspx](http://www.tucsonprocurement.com/bidders_tandc.aspx). Terms and conditions are incorporated by reference as through fully set forth herein. Terms and conditions are also available by calling (520) 791-4217 for a mailed copy.

<u>Carole Quintana</u> Contract Officer	<u>(520) 837 - 4121</u> Phone
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## Neighborhood Scale Stormwater Harvesting Program

DRAFT Concept Paper  
8/10/16

Tucson Water was directed by Mayor and Council to establish a Neighborhood Scale Stormwater Harvesting program, to be funded through the Conservation Fee. The initial direction requested a funding level of \$350,000. Funding was requested and approved in the FY 2016-17 budget. Following is a draft program concept for development and administration of a program.

### **Statement of Purpose**

The City of Tucson administers water sustainability programs that are designed to reduce or offset potable demands and to better utilize rainwater and stormwater resources. Guidance provided in Plan Tucson supports the development of a Neighborhood Scale Stormwater Harvesting program. Tucson Water lacks staff capacity to oversee and administer all elements of this program, and recommends that an outside organization be contracted to provide day to day oversight of such a program. Program procedures and policies would be designed to be consistent with various program goals and policies of Plan Tucson, and to meet the needs of neighborhood groups and organizations that are actively involved in promoting and installing rainwater and stormwater capture systems. Program policies will be developed that ensure equitable distribution of funds to both large- and small-scale projects, and ensure that projects are prioritized based on PAG Heat Index maps, flooding, and traffic-control needs. The contractual tool for program administration would be a Financial Participation Agreement, per City A.D. 3-05-3.

#### **I. Recommended Agency for Program Administration**

Tucson Clean and Beautiful (TCB) has a long history of successfully managing similar types of community-based programs, including Trees for Tucson, Adopt-a-Park, and Recycling and Waste reduction programs. Managing this program would be within the scope of the TCB Mission, and TCB already has the infrastructure in place to work with community groups, neighborhoods, and other agencies and organizations. TCB has also sponsored and supported community education efforts related to tree planting, addressing urban heat island concerns and improving overall quality of life in the community. TCB goals are met through initiation of educational and participatory programs with broad citizen and multi-cultural support. TCB will provide a level of objectivity in program management, and would not apply for funding for potential projects. They would serve as a point of coordination and management for groups wishing to implement neighborhood-scale rainwater and stormwater projects. TCB has previously entered into Financial Participation Agreements with the City of Tucson and Environmental Services.

#### **II. Program Organization and Structure**

##### **A. Program Administration**

TCB would provide administrative oversight of the funds, and provide a central point of coordination and management for groups wishing to solicit funds for projects. This is an element that was requested during a Latino Stakeholder group meeting held at the Ward 1 Office. TCB would be responsible for promoting the program by conducting targeted outreach to neighborhood groups and other interested organizations that serve the

prioritized areas of need. Administrative costs for program management and community outreach would be included in the Financial Participation Agreement.

**B. Project Selection Oversight**

A Project Oversight Committee would be established by TCB to oversee project proposals and funding requests. The intent of the Oversight Committee is to bring a level of objectivity to the review process and avoid conflicts of interest. (Note: There are existing Citizen Advisory Committees from which members could be recruited.) The Committee would include representatives that bring knowledge and skill in the following areas:

1. Neighborhoods (1)
2. Landscape architect (1)
3. Sustainability Program (1)
4. Engineering / Flood Control (1)
5. Engineering / Transportation (1)
6. Climate Change (1)
7. Urban Planning (1)

**C. Pilot Program Status**

1. The first three years of program management shall include evaluation of relevant data to develop recommendations for addressing long-term policies, procedures, and funding levels.

**III. Policies for Consideration**

**A. Funding**

1. Allocation of Funds: No single project shall be authorized more than 50% of available program funds in a single fiscal year. This ensures funding is available for smaller groups and organizations. Large scale projects requiring more than 50% can submit funding requests phased in over multiple years.
2. Eligibility for Funds: Funds will be disbursed to qualifying entities that accept responsibility for project oversight and accountability for spending of funds. Qualifying entities shall be non-profit organizations, neighborhood associations, or for-profit enterprises.
3. Eligibility for Rebates:
  - a. Master planned projects that include a mix of RWH installations on ROW, residential, and commercial properties shall apply for funding to meet all installation costs. Individual residential properties will not qualify for rebates. This ensures that the responsibility for installation of the complete project is on the applicant.
  - b. Projects that include only right-of-way features can apply for funding for those elements. Adjacent residential properties will qualify for rebates.

**B. Project Selection and Evaluation**

1. Data Collection: In order to evaluate efforts and assess the overall impacts of neighborhood-scale systems, data collection and reporting shall be required. Data

needs will vary based on the costs and benefits outlined in project proposals, and can include urban heat island mitigation, traffic calming, flooding, neighborhood beautification, etc.

4. Prioritization of Project: Funding for projects shall be prioritized based on the following needs:
  - a. Urban Heat Index (PAG)
  - b. Flood Mitigation
  - c. Traffic Control
  - d. Neighborhood Beautification

C. Capacity Building for Green Infrastructure Careers

1. Coordination with SmartScape Program:  
The SmartScape Program is a landscaper Training program sponsored by Tucson Water, and contracted under an IGA with UA/Pima County Cooperative Extension. In order to meet a Plan Tucson Goal of building capacity in Green Infrastructure careers, TCB shall coordinate with SmartScape to provide qualified SmartScape students to assist with design, installation, and maintenance of RWH systems. Other programs designed to increase the number of qualified, licensed contractors shall also be considered as a partner in this effort.

D. Maintenance

1. Maintenance of the Stormwater Capture System shall be the responsibility of the sponsoring neighborhood, in compliance with TDOT requirements.

E. Neighborhood Engagement: Consideration shall be given to the level of neighborhood engagement in the development of a proposed project.

1. Design
2. Installation
3. Maintenance

**I. Assumptions:**

- A. Tucson Water does not have staffing capacity to administer this program.
- B. \$350,000 available for program administration and projects.
- C. Guidance for program development comes from Council Office Memoranda, meeting notes and Plan Tucson.
- D. We are laying the groundwork for a longer term program with appropriate funding.
- E. Data collected during the first 2-3 years will inform the development of the long-term program, including program policies, procedures, and funding levels.
- F. We want the program to succeed.

**II. Ward Office Management (1):**

Allocate \$50,000 per Ward with selection of how funds are spent left up to Ward Office.

A. Considerations:

1. Ward offices have expressed a desire to have each Ward allocated \$50k to award as they see fit.
2. \$350,000 Conservation Fund allocation is used to fund Ward Offices, thus no funds are left to pay Tucson Clean and Beautiful to administer program.
3. Each Ward would have to manage the Procurement process and overall Project Management.
4. Data collection requires uniformity in approach and project administration.

B. Discussion:

Ward Offices are likely not capable of administering projects, including procurement process, financial reporting, and project management. This includes data uniformity in data collection to ensure accurate assessment and evaluation. A stakeholder group meeting at Ward 1 asked for a centralized coordinating for these types of projects, and this service is not provided this this model

**III. Ward Office Management (2)**

One or two Ward Offices are awarded \$175,000 - \$350,000 to fund 1-2 large-scale projects, at their discretion.

C. Considerations:

1. Individual Ward offices would be responsible for project administration and project management.
2. Assignment of grant funding for Ward Offices would rotate over time, requiring a methodology for determining the order of funding.

D. Discussion:

Same as II.B above. In addition, this model limits participation to 1-2 projects per year and would require 4-7 years to rotate through all of the Ward/Mayor Offices, extending the pilot phase for data collection that would inform the development of a long term plan. The long time frame for implementation could likely be a source of tension among Ward Offices. This model would also make it difficult to collect data in a uniform and timely manner to assist with long term planning.

#### **IV. Tucson Clean and Beautiful Management (1)**

Enter into Financial Participation Agreement with TCB to administer program.

##### **A. Considerations:**

1. TCB would require a portion of available funds for program administration
2. Grants are awarded in a proportional manner, by Ward.
3. TCB would provide Project Management and Administrative support services

##### **B. Discussion:**

This model provides coordinated services in working with various groups and organizations. Outreach function would be overseen by TCB, as would contract administration and data collection. Uniformity of data collection would assist with program evaluation. Grants may be awarded on merit, but not necessarily on need. This model would allow for data collection to plan for program development.

#### **V. Tucson Clean and Beautiful Management (2)**

Enter into Financial Participation Agreement to administer program

##### **A. Considerations:**

1. TCB would require a portion of available funds to administer program.
2. Grants are awarded based on merit, not location.
3. TCB would provide Project Management and Administrative Support

##### **B. Discussion**

This model provides coordinated services in working with various groups and organizations. This would have a higher likelihood of grants being awarded based on need. This model would allow for data collection to plan for program development.