

Resolution No. 5641

APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE WATERFLUENCE PROGRAM.

RECITALS:

WHEREAS, the Salt River Project Agricultural Improvement and Power District (“SRP”) and Chandler are partnering to make technology available to certain Chandler water customers that will monitor non-residential landscaping water use and provide insight on water usage that can be used to develop more efficient watering practices (the “Waterfluence Program”); and

WHEREAS, the Waterfluence Program supports Chandler’s municipal water conservation goals and will benefit Chandler water customers by providing data on water usage that can be used to identify and remedy areas of inefficiency in irrigation systems; and

WHEREAS, the Waterfluence Program will be made available to Chandler customers at no cost; and

WHEREAS, Chandler will market the program to Chandler customers and provide training in its use.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approving the Intergovernmental Agreement Between the City of Chandler and SRP for the Waterfluence Program in substantially the form attached hereto as Exhibit “A” (the “Waterfluence IGA”).

Section 2. Authorizing the Mayor to execute this Resolution and the Water Resources Advisor to execute the Waterfluence IGA.

PASSED AND ADOPTED by the City Council of Chandler, Arizona, this ____ day of November, 2022.

ATTEST:

City Clerk

Mayor Kevin Hartke

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5641 was duly passed and adopted by the Chandler City Council at a regular meeting held on the ____ day of November, 2022, at which a quorum was present.

City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY



Exhibit "A"

Waterfluence Program Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF CHANDLER

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

(Chandler Contract # _____)

This Intergovernmental Agreement ("Agreement") is made and entered into as of the 28 day of September, 2022, by and between the CITY OF CHANDLER, an Arizona municipal corporation ("Chandler" or "City") and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona ("SRP") (collectively the "Parties").

RECITALS:

1. The Parties are fully authorized under relevant governing law and procedure to enter into this agreement, to become a party under this agreement, and to perform their obligations hereunder.
2. Waterfluence LLC, a Colorado Limited Liability Corporation ("Waterfluence"), owns a software program (the "Program") that monitors non-residential landscaping water use and provides reports and insights on water usage which can drive more efficient watering practices.
3. SRP desires to coordinate with City on the Program to certain non-residential City water customers ("Customers") as set forth in this Agreement. Waterfluence Program accounts will initially be available under the terms of this Agreement to 50 Customers. Additional Customers may be added to the Program in accordance with the attached Exhibit A.
4. City desires to cooperate with SRP in the development of the Program and making this technology available to Customers via the Program.
5. The Program supports City's municipal water conservation goals as well as SRP's 2035 sustainability goal for water conservation of creating and executing programs to identify 5 billion gallons of potential water conservation by 2035.
6. The Parties believe this Agreement will benefit Customers by providing City and SRP with data of Customers' water use and budget to aid in identifying areas of inefficiency in irrigation systems. The data that SRP receives will not include personally identifying information or other confidential information under A.R.S. § 44-1376.01 about Customers or their water use.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the sufficiency and adequacy of which the Parties acknowledge, City and SRP agree as follows:

1. GENERAL PROVISIONS

- 1.1 The foregoing recitals are incorporated into this Agreement.
- 1.2 DEFINITIONS: In addition to the defined and capitalized terms in this Agreement, the following terms shall have the following meanings:
- (a) "Customers" refers to Chandler municipal, commercial, or HOA water customers who opt to participate in the Program.
 - (b) "Accounts" refers to Customers who are using the Program.
 - (c) "Account Fee" refers to the annual participation charge as set out in Exhibit A.
 - (d) "Mapping" refers to the development of a site map for an Account,
- 1.3 PURPOSE: This Agreement is intended to set forth the agreements and responsibilities of the Parties with respect to the Program.
- 1.3.1 SRP Responsibilities. SRP agrees to do the following in connection with the Program:
- 1.3.1.1 SRP will contract with Waterfluence to pay the Account Fees outlined in Exhibit A;
 - 1.3.1.2 SRP will assist the coordination between City and Waterfluence;
 - 1.3.1.3 SRP will coordinate meetings, provide notes and facilitate interactions related to this Agreement and the execution of its terms (as necessary);
 - 1.3.1.4 SRP will help advertise the Program via email to prospective Customers if necessary to achieve the activation of all 50 initially available Program Accounts;
 - 1.3.1.5 SRP will collaborate with City regarding Customer survey questions relevant to determining the effectiveness of the Program at increasing water use efficiency, including assessing whether upgrades have been made to increase irrigation efficiency and overall perspective of the Program.
- 1.3.2 City of Chandler Responsibilities. City agrees to perform the following in connection with the Program:
- 1.3.2.1 City will market the Program to prospective Customers;
 - 1.3.2.2 The City will require that participating Customers authorize the sharing of aggregated water use data as a condition of the Customer's participation. City will not share any personal water use data with SRP;

- 1.3.2.3 City will ensure Account access is provided to either the property owner or account holder and maintained with written permission from the property owner or account holder;
- 1.3.2.4 City will provide SRP with bi-annual updates on how many Accounts have participated in the Program;
- 1.3.2.5 City will ensure that Customers agree to share their water use and budget, as calculated by the Program, with City as a condition of participation.
- 1.3.2.6 City will share, on a quarterly basis, aggregated Program data with SRP on water savings and findings, including data showing aggregated Customer water consumption in the 12-month period preceding Program implementation & the 12-month period following implementation;
- 1.3.2.7 City will provide Waterfluence Program training to Customers participating in the Program. This includes one, approximately one-hour course, hosted by City.
- 1.3.2.8 City will manage, distribute and follow-up with Customers regarding surveys to determine the effectiveness of the Program as needed;
- 1.3.2.9 City will help Customers identify areas of inefficiency in the irrigation system by evaluating the Program data. SRP will provide support for City's initiatives to identify areas of Customer irrigation and watering inefficiency.

2. CONSIDERATION AND TERM

- 2.1 City and SRP agree to the following:
 - 2.1.1 Manner of financing. The Program will be provided by SRP at costs included in Exhibit A. SRP will pay for Mapping (if necessary) and Account Fee for the time determined in Exhibit A.
 - 2.1.2 The Agreement shall be effective on the date the Agreement is fully executed ("Effective Date"). The term of the Agreement will expire six (6) years after the Effective Date, unless terminated earlier as provided herein.
 - 2.1.3 The Program results will be evaluated to determine whether quantifiable water savings are being achieved sufficient to justify continuation of the Program.
 - 2.1.4 Either Party may terminate this Agreement by giving written notice to the other Party at least sixty (60) days prior to the desired termination date.

3. MISCELLANEOUS PROVISIONS

- 3.1 This Agreement may not be changed, modified, or rescinded, except as provided herein and in writing and signed by the Parties hereto, and any attempt at oral modification shall be void.

- 3.2 All notices required pursuant to this Agreement shall be delivered or sent certified mail, return receipt requested, to:

SRP

Salt River Project
Attn: Director of Water Strategy
P.O. Box 52025
Phoenix, AZ 85072-2025
CHANDLER

CHANDLER

City of Chandler
Attn: Water Resources Advisor
PO Box 2004, M.S. 905
Chandler, Arizona 85244

With a copy to:

Chandler City Attorney
P. O. Box 4008, MS602
Chandler, AZ 85244-4008

- 3.3 All notices are effective when delivered or on the date that certified mail return receipt is signed.
- 3.4 This Agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511.
- 3.5 This Agreement, and any Exhibit attached hereto, represents the entire agreement of the Parties with respect to its subject matter, and supersedes any and all other agreements or understandings, whether written or oral, and whether previous to or contemporaneous with execution hereof.
- 3.6 This Agreement shall be governed by the laws of the State of Arizona without regard to Arizona's conflict of laws provision.
- 3.7 Any action or suit commenced in connection with this Agreement shall be in the Superior Court of Arizona in and for the County of Maricopa.
- 3.8 The rights and remedies of the Parties provided in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Parties in law or equity.
- 3.9 SRP shall assume no liability for claims, loss or liability arising out of or resulting from the Program other than for its negligence and the City releases SRP from any such claims, loss, or liability other than as may result from SRP's own negligence.
- 3.10 Assignment: Neither party shall assign this agreement without the written consent of the other, which consent shall not be unreasonably withheld.
- 3.11 Waiver: Waiver or any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant, or condition herein. This Agreement shall be binding upon the Parties hereto and their respective heirs, successors, and assignees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 28 day of September, 2022.

CITY OF CHANDLER

Simone Kjolsrud, Water Resources Advisor

Date

ATTEST:

City Clerk

SRP

Christa McJunkin
Christa McJunkin, Director of Water Strategy

9/28/22
Date

APPROVAL OF THE CHANDLER CITY ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between the SALT RIVER PROJECT AGRICULTURAL AND POWER IMPROVEMENT DISTRICT ("SRP") and the CITY OF CHANDLER and declare this Agreement to be in proper form and within the powers and authority granted to the City of Chandler under the laws of the State of Arizona.

No opinion is expressed as to the authority of SRP to enter into this Agreement.

DATED this _____ day of _____, 2022.

Kelly Y. Schwab
Chandler City Attorney



Approved as to form:



Stanley Lutz
Senior Attorney, SRP

Exhibit "A"

FISCAL YEAR	TASKS	COST	QUANTITY	TOTAL FUNDING REQUEST
FY22 2021/2022	Agreement between SRP and Chandler	N/A		
	Create system for safe sharing of data (ensure confidentiality and privacy of customer data)	N/A		
	Research best advertising methods to reach Customers	N/A		
	Research availability of landscape assessment contractors	N/A		
2021/2022				\$0
FY23 2022/2023	50 sites to sign up for Waterfluence mapping and annual monitoring	\$152/location	50	\$7,600
2022/2023				\$7,600
FY24 2023/2024	Continue to work with original 50 sites	\$76/location	50	\$3,800
	Add an additional 25 sites to get mapping and annual monitoring	\$152/location	25	\$3,800
2023/2024				\$7,600
FY25 2024/2025	Continue to work with 75 sites	\$76/location	75	\$5,700
	Add an additional 25 sites to get mapping and annual monitoring	\$152/location	25	\$3,800
2024/2025				\$9,500
FY26 2025/2026	Continue to work with 100 sites	\$80/location	100	\$8,000
	Add an additional 25 sites to get mapping and annual monitoring	\$160/location	25	\$4,000
2025/2026				\$12,000
FY27 2026/2027	Continue to work with 125 sites	\$80/location	125	\$10,000
	Add an additional 25 sites to get mapping and annual monitoring	\$160/location	25	\$4,000
2026/2027				\$14,000
FY28 2027/2028	Continue to work with 150 sites	\$80/location	150	\$12,000
	Add an additional 25 sites to get mapping and annual monitoring	\$160/location	25	\$4,000

2027/2028				\$16,000
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Exhibit "A"

Fiscal Year	Waterfluence New sites	Waterfluence Annual Fee Only	Total Annual Cost
2021/2022	\$0	\$0	\$0
2022/2023	\$7,600	\$0	\$7,600
2023/2024	\$3,800	\$3,800	\$7,600
2024/2025	\$3,800	\$5,700	\$9,500
2025/2026	\$4,000	\$8,000	\$12,000
2026/2027	\$4,000	\$10,000	\$14,000
2027/2028	\$4,000	\$12,000	\$16,000