

ORIGINAL

C-11244
10/25/2016

**SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND
JO MILLER, ADVANCING SUSTAINABILITY PROGRAMS**

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 25 day of October 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Jo Miller, Advancing Sustainability Programs, (the "Contractor"). City and Contractor agree as follows:

1. **Scope of Work.** Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as Exhibit A and incorporated herein by reference. Any terms or conditions contained in such invoice are void where they conflict with this Contract.

2. **Compensation.** City shall pay Contractor a maximum contract price of \$ 5,000 for the Services as set forth in Exhibit B and incorporated herein by reference. This Contract may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor. The original purchase price and any amendment, addendum or change order may not equal or exceed \$10,000.00 in the aggregate.

3. **Term.** This Contract shall be effective as of the date set forth above and shall remain in full force and effect until services are complete, or one year from the above date, whichever time is shorter.

4. **Performance Warranty.** Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.

5. **Insurance, Bond and Indemnification.**

(a) Contractor certifies that it has adequate insurance (with a minimum coverage amount of \$1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement.

(b) Contractor also certifies that it has any license, performance bond or other bond required by State law or the City Code to ensure the work is performed in accordance with all applicable State and local rules and regulations, including, but not limited to, those provisions regulated by the Arizona Registrar of Contractors and the City Engineering and Building and Safety Department. Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608, if applicable.

(c) To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract.

6. **Applicable Law; Venue.** This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.

7. **Termination; Cancellation.** This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the Contractor five (5) business days' written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.

8. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.
9. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.
10. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
11. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
12. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

The parties enter into this Contract effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation



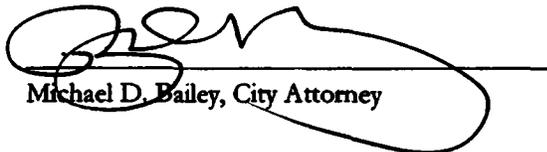
By: Craig Johnson, P.E.
Its: Director

ATTEST:



Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Jo Miller, Advancing Sustainability
Programs, a Consultant



By:
Its:

City of Glendale Water Services Department
Conservation & Sustainable Living Division
5959 W. Brown St., Glendale, AZ 85302

Contact: Joanne Toms
Phone: 623.930.3596
Email: jtoms@glendaleaz.com

Request for Quotation Water Conservation Program for Municipal and Commercial Customers

Introduction: The City of Glendale Water Services Department is looking for a consultant to provide recommendations to the Conservation and Sustainable Living (CSL) Division in developing a new water conservation program called "Business of Water" for municipal and commercial customers.

Background: Glendale maintains ten conservation programs listed as Best Management Practices by the Arizona Department of Water Resources. The City's water conservation program primarily targets residential customers – the largest customer class at 57% of Glendale's overall water use. Currently, municipal and commercial customers account for 20% of Glendale's overall water use. The City offers a free landscape water budgeting program to help municipal and non-residential customers improve their outdoor water efficiency. Opportunities to improve water efficiency throughout the Glendale water service area remain, particularly in the commercial sector.

Objectives: It is envisioned that municipal and commercial customers participating in the "Business of Water" program will receive a free on-site water audit, landscape water budget, and report on how to improve their indoor and outdoor water efficiency. This program will help the Glendale Water Services Department build relationships with other City departments and the business community. Should the City experience water restrictions due to drought, "Business of Water" program participants will be better prepared to meet the City's Drought Management Plan requirements and serve as a model to others. For the program to be successful, participant incentives are essential. Another critical item is positive branding for the entire program. The ultimate goal will be making this a sought after program that is highly valued by the City and business community.

Scope of Work:

- Help reinstate the landscape water budget program for City properties (e.g. Parks and ROW) and provide best management practices for improving landscape water efficiency.
- Research existing water efficiency programs for municipal and commercial customers. Summarize the design and impacts of these programs.
- Develop a work plan for the Business of Water program, including inputs, activities, outputs, outcomes, and a timeline.
- Provide recommendations on water efficiency incentives for commercial customers.
- Create a marketing plan that attracts commercial customers to the program and recognizes their water-saving accomplishments.
- Consultant's services shall generally be performed at consultant's own office, but Consultant will be required to attend meetings with CSL staff on a bi-monthly basis.
- Consulting services not to exceed \$5,000 before June 30, 2017.

Deadline: Provide hourly rate to Joanne Toms via email (jtoms@glendaleaz.com) by 5:00 p.m. on August 10, 2016.

Weathersby, Anthony

From: Jo Miller <h2opro12@msn.com>
Sent: Tuesday, August 02, 2016 3:18 PM
To: Toms, Joanne
Subject: RE: Request for Quotation - Business of Water Program

Hi Joanne

Yes, I am interested. Thank you for keeping me in mind.

A very well-written RFQ and a very interesting program proposal. It would be a pleasure to work with you on developing this program.

My hourly rate is \$50/hour. I maintain professional liability insurance and can provide a Certificate of Liability (\$2 million dollar coverage), if needed.

Jo Miller, CSBA
Advancing Sustainability Programs
602 885-7799



Sent from Mail for Windows 10

From: Toms, Joanne
Sent: Monday, August 1, 2016 6:51 PM
To: h2opro12 (h2opro12@msn.com)
Subject: Request for Quotation - Business of Water Program

Dear Jo,

Hello. Please see attached Request for Quotation for development of a program to help municipal and commercial customers improve their water efficiency.

If you are interested in providing consulting services to help develop this program, please send your hourly rate to me by

Sincerely,

Joanne Toms

City of Glendale Water Services Department
Conservation & Sustainable Living Division
5959 W. Brown St., Glendale, AZ 85302
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www.glendaleaz.com/waterservices