Ivins City Staff Report
City Council Meeting 6/2/2022

Agenda Item: Approve contract with State of Utah Division of Water Resources and grant pass-through expenditure for transparency billing pilot project

Submitted by: Charles R Gillette, P.E., Public Works Director and City Engineer

Recommended City Council Action:
Approve contract with State of Utah Division of Water Resources and expenditure of $55,000 for transparency billing pilot project.

BACKGROUND:
The State of Utah Division of Water Resources has awarded a grant of $55,000 to Ivins City to hire consultant Aqua Median to conduct a transparency billing pilot project.

Transparency billing means that water customers are given water use analysis tools combined with intensive communication efforts to help them achieve higher levels of water conservation. The state is interested in studying this process to determine if it is an effective way to increase water conservation participation.

FINDINGS AND ANALYSIS:
The grant of $55,000 is an 85% grant that requires a 15% match (or $10,000) for a total project cost of $65,000. The matching portion of the grant however, can include soft costs that include staff time and equipment, therefore, it is possible that the project could be done with few actual expenditures of funds.

Ivins City has long been known for water conservation efforts and has set an aggressive goal to reduce water consumption. We recommend that this be approved.

SUPPORT MATERIALS:
Contract

FINANCIAL IMPACT:
The grant funds of $55,000 will be sent to Ivins City from the State and then paid to the contractor Aqua Median.

Respectfully Submitted:

Charles R Gillette, P.E., Public Works Director & City Engineer

Content Review:

Dale Coulam, City Manager & City Attorney

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

Copies:
DWRe
Consult

DIVISION OF WATER RESOURCES

Contract No.

Date _____

Vendor No. _____ TIN 87-0292376

Vendor **IVINS CITY**

Address 85 NORTH MAIN STREET

City IVINS State UTAH Zip 84738

c/o Charles Gillette, Engineer Phone 435-668-9909

Commodity Code 99999 Payable X Receivable _____

Description PROVIDE GRANT FUNDS FOR A TRANSPARENT WATER BILLING PILOT PROJECT

Payment:		Receive:	
Frequency	As Requested	Frequency	
Amount	Variable	Amount	
Total	**$55,000 (85%)**	Total	
Effective Date	4/1/2022	Expiration Date	3/31/2026

Fund	Dept	Unit	Approp Unit	Balance Sheet	Expend/ Revenue	Program	Phase	Activity	Total Amount
1000	560	6204	RPD		6137	RP455		XR21	$55,000

Approved SGD SGD TS TS JRW JRW JE JSC CAH CAH CONT _____

JOSH ZIMMERMAN
Monitor

Josh Zimmerman
Signature

STATE OF UTAH

CONTRACT # _____

1. CONTRACTING PARTIES: This contract is between the State of Utah, Department of Natural Resources, **DIVISION OF WATER RESOURCES**, referred to as STATE, and the following CONTRACTOR:

IVINS CITY

85 NORTH MAIN STREET

IVINS, UTAH 84738

Vendor # _____

Legal Status of Contractor:
[ ] Sole Proprietor
[ ] Non-Profit Corporation
[ ] For Profit Corporation
[ ] Partnership
[X] Governmental Agency
Federal Tax ID# 87-0292376

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide grant funds for a transparent water billing pilot project.

3. PROCUREMENT: This contract is entered into as a result of the procurement process through: Grant .

4. CONTRACT PERIOD: Contract is effective April 1, 2022 and will terminate March 31, 2026, unless otherwise terminated or extended in accordance with the terms and conditions of this contract.

5. CONTRACT COSTS: The CONTRACTOR will be paid 85% of the cost of the project, up to a maximum of $ 55,000 for costs authorized by this contract, including in-kind services provided. Accounting for in-kind services must be itemized and shall include staff assigned, description of work performed, hourly rate including benefits, and hours worked. If in-kind services are approved, they will be reimbursed subsequent to the services being provided, after the STATE receives an itemized invoice.

6. ATTACHMENTS INCLUDED AS A PART OF THIS CONTRACT:
Attachment A – Standard Terms and Conditions
Attachment B – Proposal
Conflicts between Attachment A and other Attachments added will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
All other governmental laws, regulations, or actions applicable to services authorized by this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

IVINS CITY

_____
Charles Gillete, Engineer

UTAH DIVISION OF WATER RESOURCES

_____
Candice A. Hasenyager, Director

_____ 5/11/22
Budget/Accounting

N/A – Grant, Government Agency
Division of Purchasing

_____
Division of Finance

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

   a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

   b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.

   c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.

   d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.

   e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.

   f) "Proposal" means Contractor's response to the State Entity's Solicitation.

   g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.

   h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).

   i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

   j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED

6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED

7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

    Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

16. **INSURANCE:** INTENTIONALLY DELETED

17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

18. **ADDITIONAL INSURANCE REQUIREMENTS**: INTENTIONALLY DELETED

19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.

21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

    If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

23. **PAYMENT**: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.

24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.

25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

    Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

    Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.

35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED

39. **PROCUREMENT ETHICS**: Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.

41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.

43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

Aqua Median

Project Description and Timeline

IVINS CITY UTAH

Aqua Median™

Creating Water Use Balance

Project Details

Aqua Median™ gives water systems the tools needed to fight the waste that impedes future growth and increases resource risk. The software empowers water providers to make a supply difference via comparative data analytics, regional trend visualization, and fun, yet impactful, public engagement tools. It uniquely works with any billing program that can export a data file...and yes, it will convert THAT measurement to gallons. Using Aqua Median™ changes customer water use behavior while keeping individual customer data absolutely safe. The platform is customizable to the needs of the individual water system. The City of Ivins is excited to integrate Aqua Median™ to their water system.

Conservation Customer Engagement

We don't stop at analysis. Aqua Median™ builds a water use profile for each of your customers, allows them to set water efficiency goals and access customizable resources. The profile looks like a tool built by your water system, including your branding and logo. Water systems are able to export custom mailers from the platform to inform people about their comparative use and invite them to learn more via a private profile. The software also makes saving water fun, allowing customers to participate in efficiency competitions.

Aqua Median's goal is to empower water systems to extend their supply and options by eliminating water waste.

Aqua Median Counts:

- Who is wasting? Comparisons are tied to lot size so .5 acre lots aren't compared with .15 acre lots.
- Which neighborhoods are drowning in water waste? We built in spatial analysis (data mapping technology) so you can identify which neighborhoods need the most help.
- Customer efficiency rating based on a gallons/acre analysis and system-wide comparisons
- Transparent water can be communicated to customers, incentivizing them to use less water to save money.

Joshua Palmer | 801-244-7767 | joshua@govfriend.com

GovFriend

5402 W. 5100 S. Hooper, UT 84315 | www.govfriend.com

Aqua Median

Proposed Delivery Timeline

April 2022

- Assessment of data and customization needs
- Data gathering and interpretation

May 2022

- Baseline data integration and initial analysis/use categorization
- Solidify categories and customized public engagement tools
- Further analysis and preparation of macro trend portal for State of Utah

June 2022

- Platform fully functional, empowering analysis, customer engagement and conservation

Late Spring / Early Summer 2022

- Hard launch with increased customized engagement

Late Summer 2022

- Customized use and outreach to target conservation gains

Early Winter 2022

- Annual success analysis communicated via portals

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Aqua Median

Program Goals

The integration of water use analysis software combined with communications tools has been proven to generate social norming and engagement practices that result in water conservation. Aqua Median provides both services in one platform. The following are the core objectives Ivins is pursuing through this program:

1) Gain a better understanding of water use trends via Aqua Median's baseline data analysis process
2) Create and test Aqua Median's admin portal through which all future data will be uploaded and analyzed by the City of Ivins.
3) Create and publicize the associated customer portal within Aqua Median's platform, educating users about their use, including their use compared to neighbors with a similar lot size.
4) Increase the number of customers using the customer portal through city-based communications, public relations tactics and other marketing opportunities.
5) Track use and water conservation trends and customize messaging accordingly.
6) Send at least one flier or data-integrated newsletter to all customers informing them of their comparative use and encouraging them to track it through the customer portal.
7) Analyze the geospatial analysis within the Aqua Median platform to identify and communicate with neighborhoods where water waste is a regional issue.
8) Create an end-of-season data report to analyze Aqua Median's impact.
9) Analyze lessons learned and create a publicity strategy for the next irrigation season.
10) Allow the state to analyze macro data through its funding agency portal.

The Utah Division of Water Resources, as the funding source of this program, will have access to the macro data through the funding agency portal and can communicate with the Aqua Median team at any time with questions about data.

Impact

Southern Utah is one of the driest areas of the state. At the same time, the population is growing steadily. Achieving water conservation through Aqua Median can delay the need for the Lake Powell pipeline and other development projects in the region.

APPLICATION FOR: Water Billing Grant
Utah Board of Water Resources

(FOR OFFICE USE ONLY)	Ver. 12/22/21
Application Number:	1005
Date Received:	3-22-22

INTRODUCTION:

The purpose of this form is for eligible entities to apply for grant funding for projects implementing water billing engagement, education, and outreach efforts, to reduce water use and report deliverable metrics for customer engagement and reducing water use. Entities eligible for grants include: non-profit incorporated groups, such as mutual irrigation and water companies; political subdivisions of the state, such as cities, towns, and districts; the federal government; and Native American tribes.

APPLICATION INSTRUCTIONS:

To submit an application, please follow these steps:

(1) **Fill out this Application**
(2) **Include a detailed project description, service provider, platform, software, timeline and budget**
(3) **Sign and date the completed application**
(4) **Email (preferred) or mail the completed application to:**

Josh Zimmerman, Conservation Coordinator
Division of Water Resources
PO Box 146201
Salt Lake City, UT 84114

Email: joshzimmerman@utah.gov
Phone: 801-946-7168

CONTACT INFORMATION:

Primary Applicant Ivins City	**Vendor Number**	**Federal Tax Identification Number** 87-0292376	
Official Business Address 85 North Main Street	**City** Ivins	**State** UT	**Zip Code** 84738
Primary Contact Charles Gillette, Engineer	**Phone** (435) 668-9909	**Email Address** cgillette@ivins.com	
Address 85 North Main Street	**City** Ivins	**State** UT	**Zip Code** 84738
Authorized Agent	**Phone**	**Email Address**	
Address	**City**	**State**	**Zip Code**
Co-Applicant	**Vendor Number**	**Federal Tax Identification Number**	
Address	**City**	**State**	**Zip Code**
Primary Contact	**Phone**	**Email Address**	
Address	**City**	**State**	**Zip Code**
Authorized Agent	**Phone**	**Email Address**	
Address	**City**	**State**	**Zip Code**

PROJECT INFORMATION:						
Partnering Service Provider or Software Aqua Median	**Potable Connections** 3734	**Metered Secondary** 0	**Unmetered Secondary** N/A	**Retrievable Baseline Data in Years**	**Potable** N/A	**Secondary** N/A

Insert or attach: Project Description and Timeline:
Ivins is nestled in Southern Utah, an area that is not water rich. All indoor and outdoor water is sourced from potable water. There is not a separate secondary connection. This allows the indoor and outdoor to be communicated via the one source and does not require the combination of two datasets. Integrating has the potential of delaying other development efforts, allowing them to continue to grow on less water. This could delay the need for the water from the Lake Powell Pipeline as they contribute conservation progress with other communities. This analysis, combined with AM technology, will really push water conservation within city limits.

PROPOSED FINANCING PLAN: (See policy below)

Division of Water Resources	$ 55,000	84.6%
Primary Applicant	$ 10,000	15.4%
Co-applicant	$ 0	0%
Other (Specify)	$ 0	0%
TOTAL	**$ 65,000**	**100%**

BENEFITS OF PROJECT:

List or attach: estimate of reduced water use, progress toward regional conservation goals, delayed development costs, increased reservoir levels etc.

Similar water use education programs have shown a savings greater than 30 percent in some areas. That being said, savings can vary based on a variety of factors. In this example, however, it will likely be less since it is being integrated into a potable system. This is balanced out with a longer watering season.

*The applicant contribution will be an in-kind donation, due to the time and effort it will take to work with the vendor to gather data, collaborate about available customization, launch the program, analyze results and do public outreach.

POLICY REGARDING COST-SHARING and INKIND SERVICES:

DWRe's cost-share of the water billing project does not exceed 85% of the total project cost. Recipients of grants will be reimbursed for their cash contribution at the approved cost share. In-kind estimates must be shown within the project description and proposed financing plan of this application. Accounting for in-kind services must be itemized and shall include, staff assigned, description of work performed, hourly rate including benefits, and hours worked. If in-kind services are approved, they will be reimbursed subsequent to the services being provided, after DWRe has been provided with an itemized invoice.

ACKNOWLEDGEMENT AND SIGNATURE:

By signing below (including electronically typing your name) and submitting this application, you acknowledge that you:
(1) Are authorized to make application for assistance on behalf of the applicant.
(2) Are willing to share data 5 years of historic data, and data gathered throughout the project with the Division of Water Resources.
(3) Are a qualified applicant and accept the policies and conditions enumerated therein and above.
(4) Request grant assistance in developing the project described.

Charles Gillette — **Name of Authorized Agent**

1-19-22 — **Date**

Name of Authorized Agent (co-applicant)

Date

TO BE COMPLETED BT APPROVING DWRE STAFF MEMBER:

I have reviewed the application and forward it to staff of the Division of Water Resources to prepared for a contract. Comments (if any):

Josh Zimmerman — **Staff Member**

4-7-22 — **Date**