

REQUEST FOR COUNCIL ACTION

SUBJECT: Water Conservation Customer Engagement Program

SUMMARY: Approve a 12-month extension of existing agreement with WaterSmart Software Inc. for Customer Engagement Program (utility billing analysis, custom home water reports, and web portal, comparisons to "average" and "efficient" customers with similar property and family size).

**FISCAL
IMPACT:**

20% (\$15,200) to be funded by West Jordan Water Fund. This is already included in 2016-17 City budget. Remaining 80% (\$60,800) will be funded by a grant from Jordan Valley Water Conservancy District.

STAFF RECOMMENDATION:

Staff recommends approval of Amendment #1 to existing agreement with WaterSmart Software Inc. to provide these services.

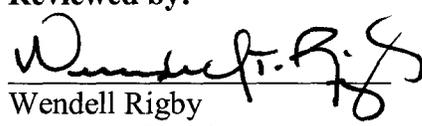
MOTION RECOMMENDED:

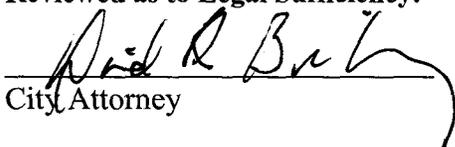
"I move to adopt Resolution No. 16-139 authorizing the Mayor to execute Amendment #1 to our existing agreement with WaterSmart Software Inc. with a cost to the City not to exceed \$15,200 during fiscal year 2016-17.

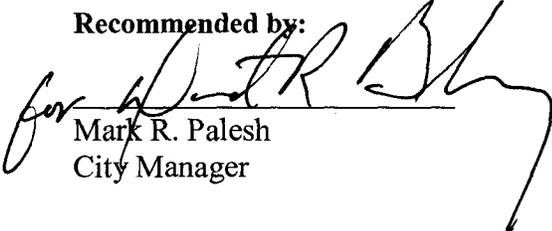
Roll Call vote required

Prepared by:

Stephen Glain
Mgt. Asst. to City Manager

Reviewed by:

Wendell Rigby
Director of Public Works

Reviewed as to Legal Sufficiency:

City Attorney

Recommended by:

Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

After several years of research, Jordan Valley Water Conservancy District (JVWCD) has determined that “customer engagement” (aka social norming) programs are among the most cost-effective ways to achieve water conservation. This type of approach is used frequently by electric utility, natural gas, and water utilities nationwide. These utilities provide customized consumption reports to their retail customers comparing each customer’s water use to the “average” and “efficient” neighbors with similar property and family size. Many customers respond positively to the detailed information by making efforts to bring their consumption in line with their more efficient neighbors.

West Jordan received a grant last year from JVWCD, and funded a 1-year customer engagement program in West Jordan by contract with WaterSmart Software, Inc. City staff and residents have been very pleased with the online technology, custom “home water reports”, web portal and city dashboard provided by WaterSmart. Water conservation is expected to be about 5% reduction in total water consumption by those participating in the program, which is a very cost-effective compared to other programs.

City staff supports the extension of our existing contract with WaterSmart for an additional 12 months. The cost will be paid 80% (\$60,800) by a grant from Jordan Valley Water Conservancy District, with the City paying 20% (\$15,200) from the Water Fund. This city portion is already included in the 2016-17 approved budget. This is the same payment arrangement as last year.

Program Overview

- Program Length: additional 12-month term with optional extensions
- Total Accounts:
 - 21,000 Single Family Residential (SFR) Accounts
 - 250 Multi-Family Residential (MFR) Accounts
 - 1,400 Commercial, Institutional and Industrial (CII) Accounts
 - 350 Irrigation Only Accounts
- Participants: Fixed set of participants for entire program

Water Reports

- Recipients: 10,500 SFR Accounts
- Control Group: 5,000 Accounts
- Frequency: 5 cycles per account per term

Dashboard and Portal

- Customer Portal: Access for all accounts
- Utility Dashboard: Profiles for 23,000 accounts

Welcome Letter

- SFR: Sent to all new Water Report Recipients in advance of program (5,500 accounts)
- Other: Sent to 2,000 non-SFR accounts once per year

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 16-139

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND WATER SMART SOFTWARE, INC.

WHEREAS, the City Council of the City of West Jordan desires to extend its existing agreement for an additional 12 months (Sept. 24, 2016 through Sept. 24, 2017) with WaterSmart Software, Inc. for a Water Conservation Customer Engagement Program in the amount of \$76,000; and the City will be reimbursed for 80% of this amount by a grant from Jordan Valley Water Conservancy District, and

WHEREAS, the Mayor is authorized to execute this agreement after the City Attorney approval as to legal form, and the City Council of the City of West Jordan has determined that the attached contract with WaterSmart Software, Inc. is acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

- Section 1. The agreement for Water Conservation Customer Engagement Program is hereby awarded to WaterSmart Software, Inc. which will not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute an Agreement between the City of West Jordan and WaterSmart Software, Inc. in the amount of \$76,000 (with 80% being reimbursed by a grant from Jordan Valley Water Conservancy District); and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this _____ day of _____ 2016.

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk/Recorder

Voting by the City Council	"AYE"	"NAY"
Dirk Burton	_____	_____
Jeff Haaga	_____	_____
Zach Jacob	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Sophie Rice	_____	_____
Mayor Kim V. Rolfe	_____	_____

**AMENDMENT NO. 1 to the Agreement
between the City of West Jordan and Water Smart Software, Inc.**

This Amendment No. 1 to the Agreement for Services ("Amendment No. 1") is entered into by and between Water Smart Software, Inc. ("Contractor") and the City of West Jordan ("City").

RECITALS

WHEREAS, on or about June 30, 2015, City and Contractor (collectively referred to as the "Parties") entered into an agreement entitled Services Agreement (the "Agreement"), a copy of which is filed in the office of the West Jordan City Clerk; and

WHEREAS, the Parties desire to enter into a one-year renewal of the Agreement by and through this Amendment No. 1.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Amendment No. 1 and are made a part hereof.
2. Revised Exhibit A. A revised Exhibit A is attached hereto and incorporated here by reference.
3. Amended Provisions. Pursuant to Section 14 of the Agreement, the Parties agree that the term shall be extended to September 24, 2017, and may be renewed upon mutual written agreement of the Parties.
4. Effect of Amendment. Except as expressly modified herein, the terms of the Agreement shall remain as set forth therein.

IN WITNESS WHEREOF, the parties have executed this Amendment for Services by and through their respective duly authorized representatives as of this 15th day of August 2016.

WaterSmart Software, Inc., a Delaware Corporation

By: Robin Gilthorpe
Robin Gilthorpe
CEO

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 2016, personally appeared before me _____ who being by me duly sworn did say that he/she is the _____ of the WaterSmart Software, Inc., a Delaware Corporation, that the within and foregoing instrument was signed on behalf of said corporation by authority and that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing In: _____

See attached loose certificate (cm) 8/15/16

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 15th day of August,
20 16 by Robin Giltwarpe

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Amendment No. 1
(Title or description of attached document)

To Agreement
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information _____

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

The City of West Jordan

By: _____
Mayor Kim V. Rolfe

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

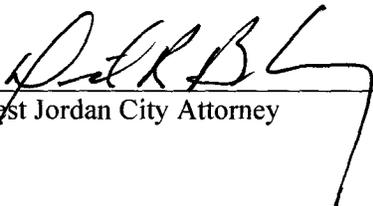
On the ____ day of _____, 2016, personally appeared before me Kim V. Rolfe who being by me duly sworn did say that he is the Mayor of THE CITY OF WEST JORDAN, a Municipal Corporation, that the within and foregoing instrument was signed by authority.

NOTARY PUBLIC

My Commission Expires: _____

Residing In: _____

Approved as to Legal form:



West Jordan City Attorney

Exhibit A: Scope of Work

UPDATED PROGRAM AT A GLANCE

Program Overview

- Program Length: 1 additional 12-month term
- Total Accounts:
 - 21,000 Single Family Residential (SFR) Accounts
 - 250 Multi-Family Residential (MFR) Accounts
 - 1,400 Commercial, Institutional and Industrial (CII) Accounts
 - 350 Irrigation Only Accounts

- Participants: Fixed set of participants for entire program
- Meter Data:
 - AMI (includes interval consumption data on Portal and Alerts)
 - AMR/Other
 - Rolling Reads

Water Reports

- Recipients: 10,500 SFR Accounts
- Control Group: 5,000 Accounts
- Frequency: 5 cycles per account per term

Dashboard and Portal

- Customer Portal:
 - Access for all accounts
- Utility Dashboard: Profiles for 23,000 accounts

Welcome Letter

- SFR: Sent to all new Water Report Recipients in advance of program (5,500 accounts)
- Other: Sent to 2,000 non-SFR accounts once per year

Special Circumstances

- Inclusion of Group Messenger
- Joint West Jordan / Master Meter Partner Story to be completed by December 31, 2016

The pricing and invoicing schedule for services during this one-year extension term and two additional optional extensions are shown below in Table 1.

Table 1: Fee and Invoicing Schedule

Program Feature	Description	Fee	Invoicing schedule
Year 1	Access to Utility Analytics Dashboard and Customer Portal, Delivery of Water Reports and Customer Portal Invitations throughout Program, and Support & Customer Service	\$76,000	Upon agreement signing
Year 2 (optional)		\$68,500	September 25, 2017
Year 3 (optional)		\$68,500	September 25, 2018

IT IS SO AGREED.