

# COB - BOSAIR FORM

04/27/2026 8:39 AM (MST)

Submitted by Jenette.Lee@pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: PO WW PO2600011573

**Award Type:** Contract

**BOSAIR Activity:** Board Meeting Request

**Requested Board Meeting Date:** 05/26/2026

**Supplier / Customer / Grantor / Subrecipient:** Town of Oro Valley

**Project Title / Description:** Intergovernmental Agreement between Pima County and the Town of Oro Valley for Wastewater Billing Services

**Purpose:** To exchange water use data to support Pima County's sewerage user fee system and to compensate the Town of Oro Valley for providing the data and billing County customers for sewerage system user fees.

**Procurement Method:** IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

**Procurement Method Additional Info:** N/A

**Program Goals/Predicted Outcomes:** The Town of Oro Valley will collect water data information for its constituents in order to facilitate accurate sewer billing and collection services on behalf of Pima County.

**Public Benefit and Impact:** To ensure accurate sewer billing and collection services in accordance with Pima County Code.

**Strategic Plan Pillar**

- Public Service
- Infrastructure & Growth

**Support of Prosperity Initiative:**

- N/A

**Provide information that explains how this activity supports the selected Prosperity Initiatives** N/A

**Metrics Available to Measure Performance:** Invoices to be issued on a monthly basis for billing and collection services rendered. Funds to be remitted to County within thirty (30) calendar days following close of each monthly billing cycle. Monthly reporting as defined under Scope of Services.

**Retroactive:**  
TO: COB, 5/7/26 (1)  
VERSION: 0  
PAGES: 10

NO

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## Contract / Award Information

Record Number: PO WW PO2600011573

**Document Type:** PO  
**Department Code:** WW  
**Contract Number:** PO2600011573  
**Commencement Date:** 07/01/2026  
**Termination Date:** 06/30/2027  
**Supplier / Subrecipient Headquarters Location:** Oro Valley, Arizona

\* Headquarters information is not a consideration for awards

Total Expense Amount:

\$450,000.00

Total Revenue Amount:

\$0.00

**Funding Source Name(s) Required:** RWRD Enterprise Fund

**Funding from General Fund?**

NO

**Contract is fully or partially funded with Federal Funds?**

NO

**Contract is fully or partially funded with Non-Federal Grant Funds?**

NO

**Were insurance or indemnity clauses modified?**

NO

**Vendor is using a Social Security Number?**

NO

**Department:** Regional Wastewater Reclamation Department

**Name:** Jackson Jenkins, Director, RWRD Administrative Contact: Jenette Lee, Project Coordinator, RWRD

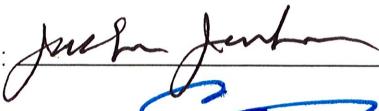
**Telephone:** 5207246500

**Add Procurement Department Signatures**

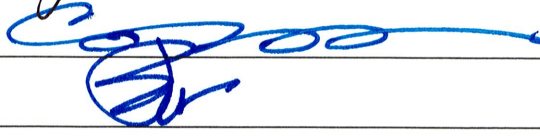
No

**Add GMI Department Signatures**

No

Department Director Signature: 

Date: 4/28/26

Deputy County Administrator Signature: 

Date: 5/4/2024

County Administrator Signature: \_\_\_\_\_

Date: 5/4/2024

**Intergovernmental Agreement  
between  
Pima County and the Town of Oro Valley  
for  
Wastewater Billing Services**

This Intergovernmental Agreement (“**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the Town of Oro Valley, an Arizona municipality (“**Town**”), pursuant to A.R.S. § 11-952.

**1. Background.**

- 1.1. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- 1.2. County is authorized by A.R.S. § 11-264 to own and operate a wastewater collection and treatment system and to bill its customers for the services provided.
- 1.3. Town is authorized by A.R.S. § 9-240(B)(6) to operate a water delivery system and bill its customers for the services provided.
- 1.4. County and Town desire to exchange proprietary water use information for the purposes of calculating billings to sewer users.
- 1.5. Town agrees to provide user fee billing services to County.

NOW, THEREFORE, County and Town, pursuant to the above, and in considerations of matters and things hereinafter set forth, do mutually agree as follows:

2. **Purpose.** The purpose of the IGA is to exchange water use data to support County’s sewer user fee system and to compensate Town for providing the data and billing County customers for sewer user fees.
3. **Scope.** See attached Exhibit A.
4. **Financing.** For the services described in Exhibit A (Scope), County agrees to pay Town a monthly administrative billing fee of \$1.75 per account, from July 1, 2026, through June 30, 2027. Such fees will reimburse Town for the cost of billing and collection services based on the current number of 20,061 accounts and the projected growth of approximately 400 accounts per year. Total payment to Town under this IGA will not exceed \$450,000.00 annually.

Town will invoice County, on a monthly basis, for the billing and collection services rendered. Each invoice will include detailed documentation supporting the requested payment. Payment requests will assign all costs to items identified and authorized by this IGA.

County will pay Town within 30 days for the services invoiced pursuant to this IGA. County may challenge any invoice or may request additional supporting data provided, however, such challenge or data request will not delay County’s payment.

It is the intention of the parties that pricing will remain firm during the term of the IGA. Price increases will only be considered in conjunction with an annual renewal of the IGA. In the event that economic conditions are such that unit price increases are desired by Town upon renewal of the IGA, Town will, at least ninety days prior to the termination date of the IGA, submit a written request to County with detailed supporting documents justifying the requested increase. It is agreed that the unit prices will include compensation for Town to implement and actively conduct cost and price control activities. Town will annually provide County with a written summary of Town's efforts to control costs and prices related to matters covered by this IGA. Such summary will include copies of all Town memos, reports, and related documents concerning those efforts. County will review the proposed pricing and determine whether it is in the best interest of County to renew or extend the IGA as provided in Item 5 (Term) of the IGA.

In the event this IGA is not fully executed until after the effective date, County agrees to retroactively pay the Town all fees incurred under this IGA between the effective date and the date of execution.

5. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of one (1) year unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties. This IGA may be renewed for up to four (4) additional one-year periods (or any portion thereof) provided the renewals are by formal written amendment executed by the parties hereto.
6. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
7. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
8. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
  - 8.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
  - 8.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
  - 8.3. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
  - 8.4. If required by law, workers' compensation coverage including employees' liability coverage.

- 8.5. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
- 8.6. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section
9. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
10. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
11. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
12. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Town of Oro Valley does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
14. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
15. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

17. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

**County:**

Director  
Regional Wastewater Reclamation  
Department  
201 N. Stone, 8<sup>th</sup> Floor  
Tucson, Arizona 85702

*With copies to:*

County Administrator  
Pima County  
115 N Church Avenue  
2nd Floor, Suite 231  
Tucson, AZ 85701

Clerk of the Board  
Pima County  
130 W Congress St  
Tucson, AZ 85701

**Town of Oro Valley:**

Town Manager  
Town of Oro Valley Utility  
11000 N. La Canada Drive  
Oro Valley, AZ 85737

*With copies to:*

Town Attorney  
Town of Oro Valley  
11000 N, La Canada Drive  
Oro Valley, AZ 85737

Water Utility Director  
Town of Oro Valley  
11000 N. La Canada Drive  
Oro Valley, AZ 85737

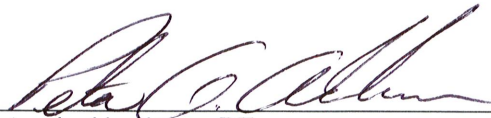
18. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
19. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
20. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise
21. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
22. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

*In Witness Whereof*, County has caused this IGA to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk.

**PIMA COUNTY**

**TOWN OF ORO VALLEY**

\_\_\_\_\_  
Jennifer Allen, Chair  
Board of Supervisors

  
\_\_\_\_\_  
Peter A. Abraham, PE  
Oro Valley Water Utility Director  
Authority: Oro Valley Resolution No. (R)21-20

ATTEST

ATTEST

\_\_\_\_\_  
Melissa Manriquez, Clerk of the Board


  
\_\_\_\_\_  
Michael Standish, Town Clerk

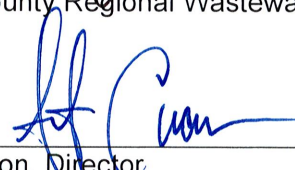
Date: \_\_\_\_\_

Date: 4/13/26

**Approval**

The foregoing Intergovernmental Agreement between Pima County and the Town of Oro Valley has been reviewed by the undersigned and is hereby approved as to content.

  
\_\_\_\_\_  
Jackson Jenkins, Director  
Pima County Regional Wastewater Reclamation Department

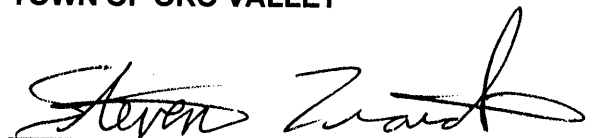
  
\_\_\_\_\_  
Art Cuaron, Director  
Pima County Finance and Risk Management Department

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the Town of Oro Valley has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

**PIMA COUNTY:**

**TOWN OF ORO VALLEY**



\_\_\_\_\_  
Andrew Donnellan, Deputy County Attorney

\_\_\_\_\_  
Town Attorney

The remainder of the page is left intentionally blank.

## **Exhibit A: Scope of Services**

Town shall provide the following sewer billing and collection services for County:

- A. Provide water consumption data for each water and sewer account and provide billing and collection of these accounts monthly. Data shall be provided as detailed consumption, billing and collection report on a frequency of no less than once per month, or access to a copy of the data shall be provided to the County for its data collection use.
- B. Update all water and sewer accounts (turn-on and turn-off) to maintain an accurate active customer file.
- C. Receive and update all sewer account vacant/vacation requests by the customers, to include an initiation and termination date of vacancy as governed by Pima County Code §13.24.200 D 4.
- D. Provide County with a monthly report of vacant/vacation requests processed by Town, including the account number, customer name, address, initiation date of vacancy, and termination date of vacancy.
- E. Bill and disconnect delinquent sewer accounts in same manner Town uses to bill and disconnect delinquent water accounts and transmit to County for collecting those delinquent sewer accounts that cannot be collected through the water billing system.
- F. Process sewer user fee adjustments transmitted by County and adjust sewer user fees in accordance with adjustment policies authorized by County.
- G. Maintain an accurate, computerized sewer billing and accounts receivable.
- H. Provide County with no less than four (4) read-only access licenses to the computerized customer billing system or data warehouse maintained by Town.
- I. Provide County authorized staff with a method to access computerized customer billing system and provide technical support, as necessary.
- J. Provide County with winter (December, January, and February) water use data for those sewer users on Town water system.
- K. Provide County with all necessary and agreed upon computer-oriented reports required to effectively manage the revenues and customer accounts of the sewer utility.
- L. Provide County with the ability to insert hard copy sewer utility-related information in the monthly customer billings.
- M. Upon receipt of sewer user fee payments, Town shall remit the funds to the Pima County Treasurer's Office within thirty (30) calendar days following close of each monthly billing cycle. For purposes of this IGA, such payments will be made by check issued by Town.
- N. At County's option, Town shall provide a register showing active account status of each account on a monthly basis and will provide a final delinquent account register of all accounts considered as the inactive final billing register.
- O. Insofar as possible, Town shall provide to County all data related to the billing and collection of sewer user fees within the Town.

- P. Town shall provide a Project Manager for this Agreement who shall serve as liaison with County on all issues relating to this Agreement.
- Q. In the event discrepancies are found during a yearly audit that effects the terms of this IGA, the Town shall cooperate with County to develop procedures and reporting modification to satisfy deficiencies identified in yearly audits.
- R. Town shall maintain books, records, documents, and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Town shall also maintain the financial information and data used by Town in the preparation or support of the cost submission and a copy of the cost summary submitted to County. County, as it pertains to this IGA only, shall have access to such books, records, documents, and other evidence for inspection, audit and copying.

The County shall provide the following services for Town:

- A. Adjust Town sewer user fee accounts as required.
- B. Answer sewer user complaints from Town customers.
- C. Provide a Project Manager for this Agreement who will serve as liaison with Town on all issues relating to this Agreement.
- D. Accept responsibility to collect all delinquent sewer accounts served by Town after they have been written off to bad debt expense by Town.
- E. Inspect and identify any computer errors and notify Town of any necessary changes.
- F. County and Town agree to provide security measures for all hardware and software to assure confidentiality of all data. Each entity is to provide security for its own facility and information.



**Town of Oro Valley**  
Oro Valley Water Utility

March 30, 2026

Jackson Jenkins  
Regional Wastewater Reclamation Department Director  
201 N. Stone Ave. 8<sup>th</sup> Floor  
Tucson, AZ 85701

**SUBJECT: Pima County Wastewater Billing and Collection Fee**

Dear Mr. Jenkins,

The Oro Valley Water Utility receives a monthly administrative fee from Pima County for processing billing and collection of sewer fees. Sewer fees are collected from customers receiving Oro Valley water and discharging wastewater into the Pima County sewer system.

The Intergovernmental Agreement between Pima County Wastewater and the Oro Valley Water Utility is reviewed each year. Every three years, the Water Utility staff performs a financial analysis on the billing and collection costs related to the customers on the Pima County sewer system. The current rate agreed upon in 2023 by the Oro Valley Water and Pima County Wastewater is **\$1.67 per month per bill.**

This year's financial analysis on the billing and collection costs indicates that our costs to perform the billing and collection service have **increased 8 cents per bill.** If approved, the requested reimbursement for billing and collection service will be **\$1.75 per bill** beginning July 1, 2026.

If you have any questions, please feel free to contact me at 229-5010.

Sincerely,

Peter A. Abraham P.E.  
Town of Oro Valley Water Utility Director

Cc: Mary Rallis – Water Utility Administrator  
Veronica Lopez – Program Coordinator

Attachment

*Oro Valley, it's in our nature.*

Town of Oro Valley /  
Pima County Wastewater  
Billing IGA  
Billing Reimbursement Calculation  
March 14, 2026

Sewer Customers @ 1/31/26		20,061				
Personnel Costs (\$)	Hourly Rate (\$)	Benefits (\$)	Total (\$)	IGA Reimbursement (%)	IGA Reimbursement (\$)	
Customer Service Specialist	23.0042	29.9055	62,203.36	5.00	3,110.17	
Customer Service Specialist	22.6966	29.5056	61,371.61	5.00	3,068.58	
Customer Service Specialist	22.2818	28.9663	60,249.99	5.00	3,012.50	
Senior Office Specialist	23.2818	26.7741	27,845.03	1.00	278.45	
Water Utility Administrator	66.6053	86.5869	180,100.73	2.00	3,602.01	
Water Operations Manager	62.9866	81.8826	170,315.77	1.00	1,703.16	
Meter Operations Supervisor	33.1687	43.1193	89,688.16	5.00	4,484.41	
Meter Operator	19.8412	25.7936	53,650.60	5.00	2,682.53	
Meter Operator	19.8200	25.7660	53,593.28	5.00	2,679.66	
Meter Operator	19.8200	25.7660	53,593.28	5.00	2,679.66	
Meter Operator	19.8200	25.7660	53,593.28	5.00	2,679.66	
Meter Operator	19.8200	25.7660	53,593.28	5.00	2,679.66	
Water Utility Director	74.7296	97.1485	202,068.84	0.25	505.17	
				<b>Total Personnel =</b>	<b>\$ 33,165.64</b>	
Direct Costs (\$)			Total (\$)	IGA Reimbursement (%)	IGA Reimbursement (\$)	
Postage			111,601.16	50.00	55,800.58	
Printing-Envelopes			21,193.43	50.00	10,596.72	
Paymentus (Credit Card Payments)			184,061.52	50.00	92,030.76	
Wells Fargo Analysis (Lockbox)			18,608.64	50.00	9,304.32	
Billing Services (Printing Bills)			39,884.76	50.00	19,942.38	
Applicable Meters O&M and Capital			354,000.00	50.00	177,000.00	
Admin & Financial Serv			1,384,051.00	5.00	22,490.83	
				<b>Total Direct Costs =</b>	<b>\$ 387,165.58</b>	
					<b>Total ( Personnel Total + Direct Cost Total) =</b>	<b>\$ 420,331.22</b>
					<b>Total per bill (Personel Total + Direct Cost Toal / Number of Meters) =</b>	<b>\$ 1.75</b>