



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/19/2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Town of Marana

***Project Title/Description:**

Intergovernmental Agreement between Pima County & the Town of Marana for Sewer Billing and Collection Services

***Purpose:**

To exchange water use data to support Pima County's sewerage user fee system & to compensate the Town of Marana for providing the data & billing County customers for sewerage system user fees.

***Procurement Method:**

Board of Supervisors Policy D29.4 XI. H. Other Non-Procurement Contracts

***Program Goals/Predicted Outcomes:**

The Town of Marana will collect water data information for its constituents in order to facilitate accurate sewer billing & collection services on behalf of Pima County.

***Public Benefit:**

To ensure accurate sewer billing & collection services in accordance with Pima County Code.

***Metrics Available to Measure Performance:**

Monthly Invoices - RE's & CR's

***Retroactive:**

No.

TD: COB 11-6-2019 (2)
Vers.: 11
pgs.: 3

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☐ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☐ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 15*195Amendment No.: 4 AMS Version No.: 11Effective Date: 12/01/19 New Termination Date: 11/30/20

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 55,000.00Is there revenue included? ☒ Yes ☐ No If Yes \$ _____***Funding Source(s) required:** RWRD Enterprise FundFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Veronica LopezDepartment: Regional Wastewater Reclamation Department Telephone: 724-6561Department Director Signature/Date:  10/29/19Deputy County Administrator Signature/Date:  10/29/19County Administrator Signature/Date:  10/30/2019

(Required for Board Agenda/Addendum Items)

MARANA RESOLUTION NO. 2019-104

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A ONE-YEAR EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF WATER CONSUMPTION DATA AND SEWER USER ACCOUNT BILLING SERVICES

WHEREAS Pima County operates and maintains a public sanitary sewerage system and is the designated public sewer system provider for the eastern and southern portions of the Town of Marana; and

WHEREAS the Town of Marana is the potable water provider for a portion of the area that receives sewer service from Pima County; and

WHEREAS the Town and Pima County entered into an intergovernmental agreement effective December 1, 2014, for provision of water consumption data and sewer user account billing services which, with previously-adopted one-year extensions, terminates on November 30, 2019; and

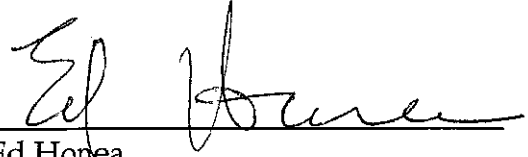
WHEREAS the Town and Pima County desire to extend the intergovernmental agreement again for one year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS:

SECTION 1. The one-year extension of the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services set forth in the agenda materials accompanying this resolution is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the intergovernmental agreement, as amended.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 15th day of October, 2019.



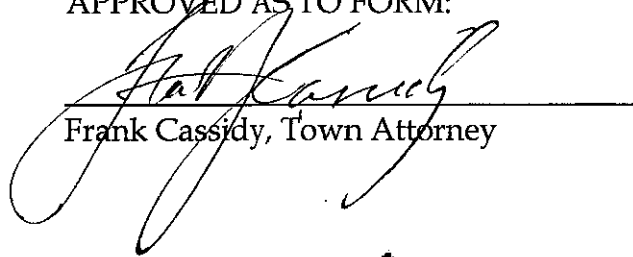
Mayor Ed Honea

ATTEST:



Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:



Frank Cassidy, Town Attorney



PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT PROJECT: Sewer Billing and Collection Services CONTRACTOR: Town of Marana CONTRACT NO.: CT-WW-15*195 CONTRACT AMENDMENT NO.: Four (4)	
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ORIG. CONTRACT TERM: 12/01/2014 - 11/30/2016	ORIG. CONTRACT AMOUNT: \$110,000.00
TERMINATION DATE PRIOR AMENDMENT: 11/30/2019	PRIOR AMENDMENTS: \$165,000.00
TERMINATION THIS AMENDMENT: 11/30/2020	AMOUNT THIS AMENDMENT: \$ 55,000.00
	REVISED CONTRACT AMOUNT: \$330,000.00

INTERGOVERNMENTAL AGREEMENT AMENDMENT

WHEREAS, COUNTY and TOWN entered into an Intergovernmental Agreement (IGA) for services as referenced above; and

WHEREAS, TOWN and COUNTY, pursuant to Article 4 - Term, have agreed to extend the IGA term for the fourth of four one-year renewal periods; and

WHEREAS, TOWN and COUNTY have agreed to increase the total contract amount to allow payment for the continued provision of sewer billing and collection services during the extended term of the contract.

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE 4 – Term.

From: "... will terminate on November 30, 2019...."

To: "... will terminate on November 30, 2020...."

CHANGE: ARTICLE 3 – Financing.

From: a. For the services described in Exhibit A (Scope), County agrees to pay Town a monthly administrative billing fee of \$1.27 per month, per account from December 1, 2018 through November 30, 2019. Such fees will reimburse Town for the cost of billing and collection services based on the current number of 2,778 accounts and the projected growth of 300 accounts per year. Total payment to Town under this IGA will not exceed \$55,000 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.

To: a. For the services described in Exhibit A (Scope), County agrees to pay Town a monthly administrative billing fee of \$1.27 per month per account. Such fees will reimburse Town for the cost of billing and collection services based on the current number of 2,937 accounts and the projected growth of 300 accounts per year. Total payment to Town under this IGA will not exceed \$55,000 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..

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

FOR PIMA COUNTY:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

Date: _____

FOR TOWN OF MARANA:

Mayor

ATTEST:

Town Clerk

Date: 10/15/2019

APPROVED AS TO CONTENT:

Director, Pima County RWRD

Director, Pima County Finance

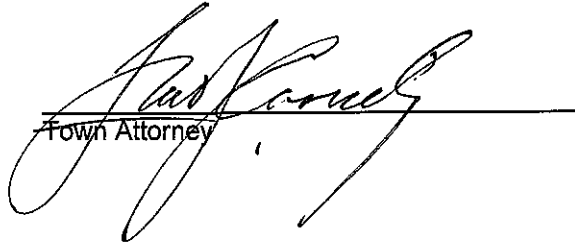
Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana 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:


Deputy County Attorney

TOWN OF MARANA:


Town Attorney