



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 11/17/2015

or Procurement Director Award

Contractor/Vendor Name (DBA): United States Air Force, Davis-Monthan AFB

Project Title/Description:
Wastewater Flow Metering Facility and Service Agreement

Purpose:
Establish wastewater user fee billing based on measured flow and payment for flow metering facility operations

Procurement Method:
N/A

Program Goals/Predicted Outcomes:
Improved calculation of wastewater user fees

Public Benefit:
Improved calculation of wastewater user fees

Metrics Available to Measure Performance:
Monthly report on wastewater volume discharged

Retroactive:
N/A

Original Information

Document Type: CTN Department Code: WW Contract Number (i.e., 15-123): 16-50

Effective Date: 11/17/15 Termination Date: 11/16/20 Prior Contract Number (Synergen/CMS): N/A

Expense Amount: \$ N/A Revenue Amount: \$ N/A

Funding Source(s): None

Cost to Pima County General Fund: None

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

*To: COB 11-4-15 (3)
Ver. - 1
Pgs. - 8*

Contact: Eric Wieduwilt - Deputy Director, Planning and Engineering

Department: Regional Wastewater Reclamation

Telephone: 724-9841

Department Director Signature/Date:

Eric Wieduwilt 10/27/15

Deputy County Administrator Signature/Date:

John W. Paul 10/30/15

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

C. Andrew Berry 10/30/15

CONTRACT
NO <u>CTN-WW-16 000000000000000050</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

MEMORANDUM OF AGREEMENT BETWEEN

THE UNITED STATES AIR FORCE, DAVIS-MONTHAN AFB

AND

PIMA COUNTY, ARIZONA

FOR

WASTEWATER FLOW METERING FACILITY AND SERVICE

AGREEMENT NUMBER (CTN #16-50)

This is a Memorandum of Agreement (MOA) between the wastewater discharging facility, the United States Air Force, Davis-Monthan Air Force Base (DMAFB) and the receiving wastewater system utility provider, Pima County, Arizona (the County). When referred to collectively, DMAFB and the County are referred to as the "Parties".

1.0 BACKGROUND: Current wastewater discharge flow volumes from DMAFB to the County's wastewater conveyance and treatment system (collectively, the "System") are estimated based on flow data from DMAFB's water wells. These estimates are currently used to generate monthly billing cycle invoices. In an attempt to establish a more accurate determination of the discharge volume to the County's treatment system, the Parties, pursuant to federal contract number FA4877-14-P-A091/Pima County contract number CTN-WW-15**041 designed and installed a metering station (the "Facility") on DMAFB property.

2.0 AUTHORITIES: In accordance with the federal Water Pollution prevention and Control Act, 33 U.S.C. §§ 1251 to 1387 (aka, the "Clean Water Act") and Pima County Code, ch. 13.24

3.0 PURPOSE: The purposes of this MOA are: (1) to set forth the responsibilities of the Parties for the continued operation and maintenance of the Facility and of certain DMAFB-owned sewers (collectively, the "Metering Services") and to address legal and administrative matters among the Parties; and (2) to provide for DMAFB payment of applicable User Fees to County based on the data collected from the Facility.

3.1 SCOPE AND TERM OF AGREEMENT

3.1.1 Term. For a five (5)-year term of this MOA, the County agrees to furnish and DMAFB agrees to acquire Metering Services in accordance with the applicable rules and regulations as approved by the applicable governing regulatory body and as set forth in this MOA.

3.1.2 Extension. At the end of the five-year term, the Parties may extend this MOA through written amendment signed by the Parties.

3.1.3. No Obligation to Extend. It is expressly understood that neither the County nor DMAFB is under any obligation to continue the Metering Services under the terms and conditions of this MOA beyond the expiration date. In the event this MOA is not extended and DMAFB continues to discharge wastewater into the County sewer system, the Parties will meet and confer to develop a flow estimation protocol that reasonably reflects actual flows into the County system.

3.1.4. Payment Obligation. DMAFB will pay County for the cost of Metering Services and DMAFB shall be liable for the minimum monthly charge, if any, specified in this MOA commencing with the Metering Services are initially furnished and continuing through the term of this MOA. Any minimum monthly charge specified in this MOA shall be equitably prorated over each of the annual billing periods during the term of this MOA.

3.1.5 Use of Flow Metering Data. It is the intent of the Parties that the flow metering data will be used to calculate monthly user fees for discharges to the County's public sewer system. In the event that both parties agree the flow metering data produced by the Facility proves to be unusable for calculation of user fees, this agreement shall be terminated and the Parties will meet and confer to develop a flow estimation protocol that reasonably reflects actual flows into the County system.

4.0 METERING SERVICES DESCRIPTION: The Metering Services consist of the operation and maintenance of the Facility and appurtenant sewer for the purpose of measuring the volume of wastewater discharged by DMAFB into the County's sewer system. Following calibration and providing the Parties agree that the data produced is both accurate and precise, it is intended that the measurements will be used to calculate appropriate wastewater user fees to be paid by DMAFB.

4.1 As part of the Metering Services, County will provide operation and maintenance of the DMAFB-owned sewer system proximal to the project. Sewer maintenance for accurate operation of the flow metering facility goes from Manholes 9838-15 and 1769-13, located on the two parallel sewers just west of the DMAFB security fence, west through the metering facility to where the sewer joins the County's sewer system at Aviation Parkway.

4.2 The Facility and the appurtenant sewer are located on Federal Government property and proper easements, right of entry, or agreed upon instrument for access during operation and maintenance, are to be conveyed to the County.

4.3 All wastewater flows from DMAFB to the County sewer system will be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired or replaced, calibrated, and read by the County. When more than a single meter is installed at a service location, the readings for billing thereof may be averaged or one meter selected as the primary meter, as appropriate. In the event any meter malfunctions or fails to provide the agreed upon service, the County shall notify DMAFB the length of downtime and the estimated quantity of service delivered during such period of time. An appropriate adjustment shall be made within the next billing cycle for the purpose of accounting for the unmeasured flows.

4.4 The County will totalize flow data from the Facility at periodic intervals of approximately 30 days.

4.5 DMAFB will pay, on a monthly basis, actual County costs associated with provision of the Metering Services.

5.0 RESPONSIBILITIES OF THE PARTIES:

5.1 DMAFB RESPONSIBILITIES:

DMAFB will, for the term of this MOA:

5.1.1 Upon execution of this MOA by the Parties, DMAFB will grant the County the right to enter upon DMAFB owned/leased property for the purpose of operating and maintaining the Facility and identified sewer system for the term of this MOA.

5.1.2 DMAFB will comply with the Pima County Code, as amended, as it applies to payment of user fees for the wastewater DMAFB discharges into the County System and to industrial wastewater quality limitations.

5.2 COUNTY RESPONSIBILITIES:

County will, for the term of this MOA:

5.2.1 Properly manage all wastewater received into the County sewer system from the DMAFB sanitary sewer system;

5.2.2 Following an initial calibration period and provided the Parties agree that the data produced is accurate and precise, provide monthly wastewater billing statements to DMAFB based on measured sewage flows from DMAFB's sanitary sewer system into the County's sewer system.

5.2.3 Include in each billing statement separate line-items for every type of charge incurred by DMAFB during the billing period. It is understood that DMAFB cannot pay in advance for projected costs.

5.2.4 Furnish, on or before the last day of each calendar month, DMAFB an invoice for the previous calendar month indicating payment due based on the quantity of wastewater received at the Facility and the amounts due to the County for maintenance, repair, replacement, and operation of the Facility and local sewer system.

5.2.5 In a separate monthly report, County will also, for the term of this MOA, provide DMAFB with the following:

5.2.5.1 Flow Charts

Monthly Total Flow Volume (CF)

Monthly Maximum Flow Rate (gpm)

5.2.5.2 Metering Period Details

Start Date
End Date
No. of Days Metered
Interval of data collection
Comments on data quality collected

5.2.6 DMAFB shall have the right to request detailed monthly interval metering data to be provided in CSV format or similar Electronic Data Deliverable (EDD) as applicable.

5.2.7 DMAFB shall have the right to examine at any reasonable time the maintenance records, meters, and data of the County produced from the Facility.

5.2.8 Until such time as DMAFB transfers to County ownership of the sewers located within the right-of-entry easement, DMAFB authorizes County to operate and maintain said sewers. County's costs for actual work performed on the said private sewers associated with maintaining proper flow conditions for the flow metering facility for DMAFB are appropriate invoiced charges until ownership of this line is transferred to the County provided, however, County is under no obligation to accept ownership of the sewers located within the right-of-entry easement.

6.0 SERVICE PROVISIONS:

6.1 MEASUREMENT OF SERVICE:

6.1.1 All service furnished by the County shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the County. In the event any meter malfunctions or fails to provide the agreed upon service, the County shall notify DMAFB of the estimated length of downtime. During the down time, the presumed wastewater discharge rate for billing purposes will be the average flow rate during the thirty-day period prior to meter failure. That presumption may be refuted if technically verifiable alternative flow data is available.

6.1.2 The County shall read all meters at periodic intervals of approximately 30 days. All billings will be based on applicable meter readings.

6.2. CHANGE IN FLOW OR SERVICE CHARACTERISTICS: DMAFB shall notify the County regarding any known or anticipated changes in the volume or characteristics of the wastewater accepted into the County sewer system.

6.3. CONTINUITY OF SERVICE AND CONSUMPTION: The County shall use reasonable diligence to provide a regular and uninterrupted supply of service at the Facility. Notwithstanding any warranties or other agreements made by or between the Parties for routine service, maintenance, and repair of the equipment and facilities, neither Party shall be liable to the other for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the

Parties, including but not limited to Acts of God, terrorism, or of the public enemy, fires, floods, earthquakes, or other man-made or natural catastrophe, strikes, or unforeseen, sudden and unexpected failure or breakdown of any equipment, facility, infrastructure, or combination thereof, pertaining to the services and equipment necessary to the functioning of the metering service provided in this MOA. If any such failure, suspension, diminution, or other variation of service shall aggregate more than 48 hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this agreement (including the minimum monthly charge).

7.0 GENERAL PROVISIONS:

7.1 POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

7.1.1. For DMAFB—

Primary - 355th Civil Engineer Squadron, Foreman Utility Systems, 520-228-4167

Alternate - 355th Civil Engineer Squadron, Installation Management Flight, 520-228-6898

7.1.2. For PIMA COUNTY---

Primary - RWRD Deputy Director of Planning and Engineering, 520-724-6500

Alternate - RWRD Director's Office, 520-724-6500

7.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed as follows:

7.2.1 If to DMAFB:

355 CES/CEI
3775 S. Fifth Street
Davis-Monthan AFB AZ 85707

7.2.2 If to County:

Director
Pima County Regional Wastewater Reclamation Department
201 N. Stone, 8th Floor
Tucson AZ 85701

7.3 REVIEW OF AGREEMENT: This MOA will be reviewed every 5-years on or around the anniversary of its effective date for financial impacts and 5-years in its entirety.

7.4 MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

7.5 DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

7.6 TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

7.7 EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

7.8 OTHER REQUIREMENTS:

7.8.1 Availability of Records. The County shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this agreement or for any shorter period specified. If this agreement is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this agreement shall be made available until such appeals, litigation, or claims are finally resolved. Records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the County to create or maintain any record that the County does not maintain in the ordinary course of business or pursuant to a provision of law.

7.8.2 Operation, Maintenance and Reporting of the Project. For the term of this agreement, the County shall provide operation, maintenance, and reporting services for the Flow Metering Facility and for the private gravity sewer upstream and downstream of the Flow Metering Facility in order to ensure proper operation of the Facility. The area of service to the private gravity sewer is defined in the Project and access is conveyed through a right-of-entry easement provided separately.

7.9 TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 90 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

7.10 CONFLICT OF INTEREST: This MOA 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.

7.11 SEVERABILITY: If any provision of this MOA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this MOA which can be given effect, without the invalid provision or application and to this end the provisions of this MOA are declared to be severable.

7.12 NO THIRD PARTY BENEFICIARIES: Nothing in the provisions of this MOA is intended to create duties or obligations to or rights in third parties not parties to this MOA or affect the legal liability

of either party to the MOA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

7.13 PERSONNEL: Each Party is responsible for all costs of its personnel, including pay, benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

8.0 FINANCIAL DETAILS

8.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a Miscellaneous Obligation Reimbursement Document. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

8.2 NON-APPROPRIATION OF FUNDS BY COUNTY. Notwithstanding any other provision in this MOA, this MOA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this MOA. In the event of such cancellation, Pima County shall have no further obligation to DMAFB other than for payment for services rendered prior to cancellation.

8.3. BILLING: The County will bill DMAFB on a monthly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to DMAFB on or before the last day of the month following the month in which the transaction occurred.

8.4. PAYMENT OF BILLS: DMAFB paying office will forward payments, along with a copy of billed invoices, to the County within forty-five (45) days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

8.4.1. Payment for Operation, Maintenance and Reporting of Flow Metering Facility: DMAFB will reimburse the County for operation, maintenance, and reporting costs on a monthly basis for 1/12th the previous year's annual operation, maintenance, reporting, and repair costs for the meter facility and conveyance system upstream and downstream of the meter facility. The first year's monthly fee will be 1/12 of \$25,500. The annual amount paid will be reconciled each DMAFB fiscal year with the actual, documented costs, and any credits or debits will be carried over to the following year, into 1/12 increments, (other than the County's administrative costs). The annual charge may be based on estimated costs derived from information available at the time of annual fee development.

9.0 AGREEMENT AND ADMINISTRATION: This MOA will become effective upon signature by the 355th Mission Support Group Commander for a five year period as referenced in para 3.1.1.

10.0 ENTIRE AGREEMENT: This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

PIMA COUNTY:

DAVIS MONTHAN AIR FORCE BASE:

Chairperson, Board of Supervisors



RODGER G. SCHULD, Colonel, USAF
355th Mission Support Group

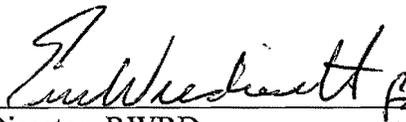
ATTEST:

Date: 25 OCT 15

Clerk of the Board

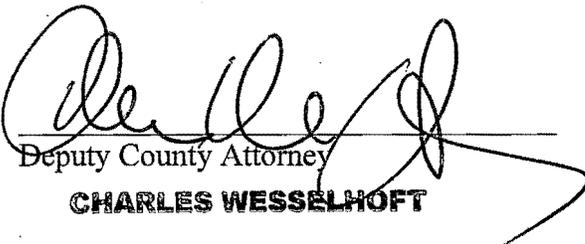
Date: _____

Approval as to Content:



Director, RWRD

Approval as to Form:



Deputy County Attorney
CHARLES WESSELHOFT