



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

Award Contract Grant

Requested Board Meeting Date: 11/21/2017

* = Mandatory, information must be provided

or Procurement Director Award

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

Town of Marana

***Project Title/Description:**

Second Amendment to the Intergovernmental Agreement between Pima County and the Town of Marana for Billing Services

***Purpose:**

To continue the sewer user billing and collection services by the Town of Marana on behalf of Pima County

***Procurement Method:**

Sole Source

***Program Goals/Predicted Outcomes:**

PCRWRD will continue to have the ability to utilize the IGA with the Town of Marana to provide water data information to facilitate accurate sewer billing and collection services on behalf of Pima County

***Public Benefit:**

Customers will continue to receive the water and sewer bill together

***Metrics Available to Measure Performance:**

Monthly invoices RE's/CR's

***Retroactive:**

No

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To: COB- 11-14-17
gjs- 4
Addendum

Procure Dept 11/13/17 9:03:53

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

***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 22-73.

Amendment / Revised Award Information

Document Type: CT Department Code: WW Contract Number (i.e.,15-123): 15*195

Amendment No.: 2 AMS Version No.: 3

Effective Date: 12/1/2017 New Termination Date: 11/30/2018

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 55,000.00

Is there revenue included? Yes No If Yes \$ 1,320,000.00

***Funding Source(s) required:** RWRD ENTERPRISE FUND

Funding 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: Melody Burton

Department: Pima County Finance

Telephone: 724-6617

Department Director Signature/Date: *Jarvis Jordan* 11/9/17

Deputy County Administrator Signature/Date: *[Signature]* 11/9/17

County Administrator Signature/Date: *C. P. [Signature]* 11/13/17

(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT</p> <p>PROJECT: Sewer Billing and Collection Services</p> <p>CONTRACTOR: Town of Marana</p> <p>CONTRACT NO.: CT-WW-15*195</p> <p>CONTRACT AMENDMENT NO.: Two (2)</p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO.</td> <td><u>CT-WW-15-195</u></td> </tr> <tr> <td>AMENDMENT NO.</td> <td><u>02</u></td> </tr> <tr> <td colspan="2"> <small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small> </td> </tr> </table>	CONTRACT		NO.	<u>CT-WW-15-195</u>	AMENDMENT NO.	<u>02</u>	<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>	
CONTRACT									
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AMENDMENT NO.	<u>02</u>								
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>									

ORIG. CONTRACT TERM: 12/01/2014 - 11/30/2016	ORIG. CONTRACT AMOUNT: \$110,000.00
TERMINATION DATE PRIOR AMENDMENT: 11/30/2017	PRIOR AMENDMENTS: \$ 55,000.00
TERMINATION THIS AMENDMENT: 11/30/2018	AMOUNT THIS AMENDMENT: \$ 55,000.00
	REVISED CONTRACT AMOUNT: \$220,000.00

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 second of four one-year renewal periods; and

WHEREAS, TOWN and COUNTY have agreed to change the payment of charges for billing and collection services from an offset basis to a monthly invoice/payment basis; 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, 2017...."

To: "... will terminate on November 30, 2018...."

CHANGE: ARTICLE 3 – Financing.

From: a. For the services described in Item 2 above, the County agrees to pay and the Town agrees to offset against amounts owed the County, a monthly administrative and billing fee (collectively, the "Unit Price") of \$1.00 per account per month. Such fees will reimburse the Town for the cost of billing and collection services each year. Total payment for this contract shall not exceed \$55,000.00 annually. In the event population growth projections point to a potential exceedance of the \$55,000 annual limit, County and Town agree to meet to discuss increasing funding to allow payment for the continued provision of services provided, however, the terms of this IGA may only be amended pursuant to Article 21, below.

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 from December 1, 2017 through November 30, 2018. 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.

The effective date of this Amendment is December 1, 2017.

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:

FOR TOWN OF MARANA:

Chair, Board of Supervisors

Mayor



ATTEST:

ATTEST:

Clerk of the Board

Town Clerk
Date: 11-7-2017

Date: _____

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:

TOWN OF MARANA:

Deputy County Attorney
CHARLES WESSELHOFT

Town Attorney

MARANA RESOLUTION NO. 2017-098

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE 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 terminates on November 30, 2016; and

WHEREAS the Town and Pima County entered into a one-year intergovernmental agreement extension effective December 1, 2016, which terminates on November 30, 2017; and

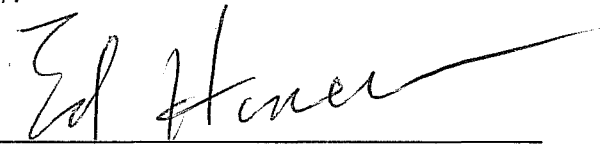
WHEREAS the Town and Pima County desire to extend the intergovernmental agreement again for one year with an increase from \$1.00 to \$1.27 per account per month and a change in the payment of charges for billing and collection services from an offset basis to a monthly invoice/payment basis.

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 attached as Exhibit A to and incorporated by this reference in this resolution is hereby approved, and the Mayor is hereby authorized to execute 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.

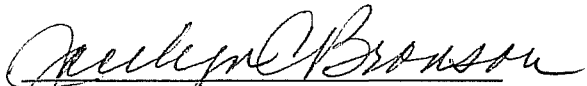
PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of November, 2017.

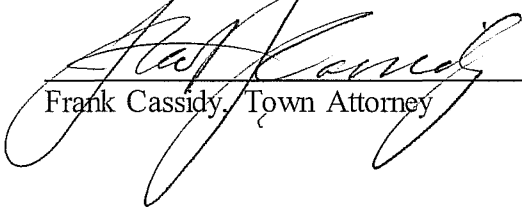


Mayor Ed Hohea

ATTEST:

APPROVED AS TO FORM:



Jocelyn C. Bronson, Town Clerk

Frank Cassidy, Town Attorney