



Contract Number: CT.WW.12\*1117-05  
Effective Date: 5.19.14  
Term Date: 11.30.14  
Cost: 24,164.-  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: 9-1-14  
Renewal By: \_\_\_\_\_  
Term: 11-30-14  
Reviewed by: LR

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: 11/18/2014

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

To extend the IGA between Town of Marana and Pima County for wastewater billing and collection services. Extend contract 6 months from 5/18/2014 to 11/30/2014 in the amount of \$24,164.00 from \$225,000.00 to \$249,164.00 with the Town of Marana for sewer user billing services (Amendment No. 5 from the original contract terms approved May 2009)

CONTRACT NUMBER (If applicable): CT 12\*1117

### **STAFF RECOMMENDATION(S):**

Staff recommends that the Board of Supervisors approve this Amended IGA so that the billing of sewer user accounts for Town of Marana customers will continue as outlined in the IGA

Procure Dept 11/05/14 08:26

CORPORATE HEADQUARTERS: \_\_\_\_\_

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Ver. 10  
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To: COB - 11-5-14  
Agenda - 11-18-14

(2)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \$24,164 for 6 months and/or REVENUE TO PIMA COUNTY:\$  
630,000.00

FUNDING SOURCE(S): Enterprise Fund

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

|  |  |     |   |    |
|--|--|-----|---|----|
|  |  | YES | X | NO |
|--|--|-----|---|----|

**Board of Supervisors District:**

|   |  |   |  |   |  |   |  |   |  |     |   |
|---|--|---|--|---|--|---|--|---|--|-----|---|
| 1 |  | 2 |  | 3 |  | 4 |  | 5 |  | All | X |
|---|--|---|--|---|--|---|--|---|--|-----|---|

**IMPACT:**

**IF APPROVED:** Town of Marana will continue to bill and collect wastewater/sewer user fees for the County utilizing Town of Marana's billing system

**IF DENIED:** Town of Marana will not continue to bill and collect for wastewater/sewer user fees for the County utilizing Town of Marana's billing system

DEPARTMENT NAME: Regional Wastewater Reclamation Department

CONTACT PERSON: Barry Holbert TELEPHONE NO.: 724-6571

**PIMA COUNTY REGIONAL WASTEWATER  
RECLAMATION DEPARTMENT**

**PROJECT:** Provision of Water Consumption Data

**CONTRACTOR:** Town of Marana

**CONTRACT NO.:** CT-12\*1117

**CONTRACT AMENDMENT NO.:** Five (5)

**CONTRACT**

NO. CT.WW-12000000000000001117

AMENDMENT NO. 05

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

**ORIG. CONTRACT TERM:** 05/19/2009 - 05/18/2010  
**TERMINATION DATE PRIOR AMENDMENT:** 05/18/14  
**TERMINATION THIS AMENDMENT:** 11/30/14

**ORIG. CONTRACT AMOUNT:** \$ 45,000.00  
**PRIOR AMENDMENTS:** \$ 180,000.00  
**AMOUNT THIS AMENDMENT:** \$ 24,164.00  
**REVISED CONTRACT AMOUNT:** \$249,164.00

**CONTRACT AMENDMENT**

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article 4 - Term, have agreed to retroactively extend the Contract term for a period of 196 DAYS; and

WHEREAS, CONTRACTOR and COUNTY have agreed to increase the contract amount to allow payment for the continued provision of water consumption data during the extended term of the contract.

NOW, THEREFORE, it is agreed as follows:

**CHANGE: ARTICLE I - TERM:**

From: "... shall terminate on the 18<sup>th</sup> day of May, 2014..."

To: "... shall terminate on the 30<sup>th</sup> day of November, 2014..."

**CHANGE: ARTICLE III - PAYMENT:**

From: "Total payment for this Contract shall not exceed \$180,000.00."

To: "Total payment for this Contract shall not exceed \$249,164.00."

The effective date of this Amendment shall retroactively be May 19, 2014.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

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

**APPROVED:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Please Print)

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

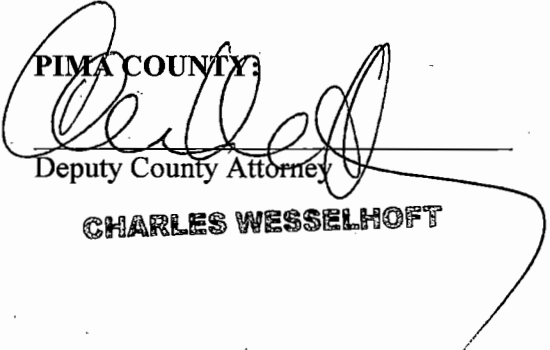
  
\_\_\_\_\_  
Director, RWRD

  
\_\_\_\_\_  
Director, Pima County Finance

### **Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

**PIMA COUNTY:**

  
Deputy County Attorney

**CHARLES WESSELHOFT**

**TOWN OF MARANA:**

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