



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 06/19/2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Metropolitan Domestic Water Improvement District

***Project Title/Description:**

Intergovernmental Agreement between Pima County & the Metropolitan Domestic Water Improvement District for Wastewater Billing & Collection Services

***Purpose:**

To exchange water use data to support Pima County's sewerage user fee system & to compensate Metropolitan Domestic Water Improvement District for providing the data & billing County customers for sewerage system user fees.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The Metropolitan Domestic Water Improvement District 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:**

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:**

No

To: CoB- 6-6-18
Pgs 7
(2)

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*021

Amendment No.: 3 AMS Version No.: 13

Effective Date: 07/01/18 New Termination Date: 06/30/19

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 460,000.00

Is there revenue included? Yes No If Yes \$ 12,000,000.00

***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: Veronica Lopez

Department: Regional Wastewater Reclamation Department Telephone: 724-6561

Department Director Signature/Date: *Subscribed for Jackson Jenkins* / 5-31-18

Deputy County Administrator Signature/Date: *[Signature]* 06/05/18

County Administrator Signature/Date: *[Signature]* 6/7/18
(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT</p> <p>PROJECT: Wastewater Billing and Collection Services</p> <p>CONTRACTOR: Metropolitan Domestic Water Improvement District</p> <p>CONTRACT NO.: CT-WW-15000000000000000021 CONTRACT AMENDMENT NO.: Three (#03)</p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO.</td> <td><u>CT-WW-15-021</u></td> </tr> <tr> <td>AMENDMENT NO.</td> <td><u>03</u></td> </tr> <tr> <td colspan="2"> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT		NO.	<u>CT-WW-15-021</u>	AMENDMENT NO.	<u>03</u>	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
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AMENDMENT NO.	<u>03</u>								
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ORIG. CONTRACT TERM: 07/01/2014 - 06/30/2016	ORIG. CONTRACT AMOUNT: \$ 684,000.00
TERMINATION DATE PRIOR AMENDMENT: 06/30/18	PRIOR AMENDMENTS: 775,000.00
TERMINATION THIS AMENDMENT: 06/30/19	AMOUNT THIS AMENDMENT: \$ 460,000.00
	REVISED CONTRACT AMOUNT: \$1,919,000.00

CONTRACT AMENDMENT

THIS INTERGOVERNMENTAL AGREEMENT AMENDMENT ("Amendment") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Metropolitan Domestic Water Improvement District ("District").

WHEREAS, County and District entered into a Wastewater Billing and Collection Services Agreement, Agreement Number CT-WW-1500000 00000 00000 021 (the "Agreement"); and

WHEREAS, the Agreement allows the Parties to extend the term of the Agreement by up to four additional one-year periods; and

WHEREAS, the Parties have determined that it in their best interests to extend the Agreement term by the third of the four one-year periods; and

WHEREAS, the Parties have agreed to increase the monthly administration and billing fee from \$1.34 per account to \$1.42 per account; and

WHEREAS County and District wish to amend the Agreement to revise the per-account fee and to extend the term; and

WHEREAS, the Parties wish to amend the Scope of Services to clarify District duties.

NOW, THEREFORE, it is agreed as follows:

CHANGE: Paragraph C(1):

From: In consideration for the services specified in this Agreement, the County agrees to pay and the District agrees to offset against amounts owed by the District to the County, a monthly administrative and billing fee of \$1.34 per account per month. Such fees will reimburse the District in for the cost of billing and collection services based upon a maximum of 25,000 accounts. Total payment for this contract shall not exceed \$402,000.00 annually

To: In consideration for the services specified in this Agreement, the County agrees to pay and the District agrees to offset against amounts owed by the District to the County, a monthly administrative and billing fee of \$1.42 per account per month. Such fees will reimburse the

District in for the cost of billing and collection services based upon a maximum of 27,000 accounts. Total payment for this contract shall not exceed \$460,000.00 annually.

CHANGE: Paragraph D(1):

From: This Agreement shall commence on July 1, 2017 and shall terminate on June 30, 2018 unless sooner terminated or further extended pursuant to the provisions of this Agreement. The parties may renew this Agreement for up to two (2) additional one year periods or any portion thereof.

To: This Agreement shall commence on July 1, 2018 and shall terminate on June 30, 2019 unless sooner terminated or further extended pursuant to the provisions of this Agreement. The parties may renew this Agreement for one (1) additional one year period or any portion thereof.

SUBSTITUTE: Revised Exhibit A: Scope of Services (attached) for the original Exhibit A: Scope of Services.

The effective date of this Amendment shall be July 1, 2018.

(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.

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

PIMA COUNTY:

**METROPOLITAN DOMESTIC WATER
IMPROVEMENT DISTRICT BOARD OF
DIRECTORS:**

Chairman, Board of Supervisors

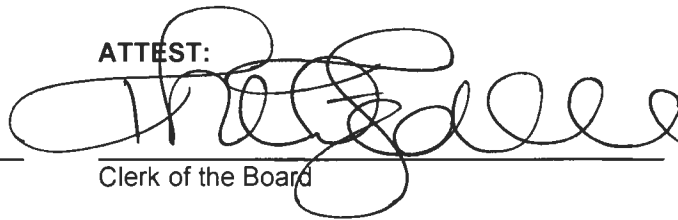


~~Chair~~ Dan Offret Board Member

ATTEST:

ATTEST:

Clerk of the Board



Clerk of the Board

Date: _____


Date: May 14, 2018

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



FOR JACKSON JENKINS
Director, Pima County RWRD



Signature



Director, Pima County Finance Dept.


General Manager

Title

Intergovernmental Agreement Determination


The foregoing Intergovernmental Agreement between Pima County and the Metropolitan Domestic Water Improvement District 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
CHARLES WESSELHOFT

**METROPOLITAN DOMESTIC WATER
IMPROVEMENT DISTRICT:**



Lewis, Roca, Rothgerber, Christie LLP
Legal Counsel

Title

Revised Exhibit A: Scope of Services

The Metropolitan Domestic Water Improvement District (District) shall bill and collect wastewater user fees authorized by the wastewater user fee ordinance adopted by Pima County (County). As part of the billing and collection system for the water utility, it is understood that the District will be billing and collecting for water and wastewater accounts; i.e. customers receiving water from the District water utility and discharging wastewater into the County wastewater system.

- I. The District shall provide the following wastewater billing and collection services for the County;
 - A. As needed training and documentation on the operation and use of the District's automated billing system, to include training on any future changes, upgrades, or modifications to the automated system;
 - B. Water consumption data for each water and wastewater account monthly;
 - C. Billing and collection for wastewater accounts monthly, this process includes implementing the procedures and establishing the files necessary to direct the billing system to bill accounts;
 - D. Update all water and wastewater accounts (turn-on and turn-off) to maintain an accurate active customer file;
 - E. Process wastewater user fee adjustments transmitted by Pima County and adjust wastewater user fees in accordance with adjustment policies authorized by Pima County;
 - F. Provide an automated billing system which calculates wastewater user charges according to County specifications, including the system calculation and retention of winter water usage by District water customers required for billing wastewater user charges;
 - G. Inform the County of billing system downtime, develop and communicate to the County any recovery plan for the correction of billing errors impacting wastewater accounts, and provide personnel to assist in any billing system error correction;
 - H. Inform the County of any downtime on the District/County communication links which could interfere with the maintenance of data flow related to wastewater accounts, and inform the County of any changes or upgrades to the District/County communication links, including any change to communication procedures or protocols;
 - I. Bill and disconnect delinquent wastewater accounts in same manner as the water accounts and transmit to Pima County for collecting those delinquent wastewater accounts that cannot be collected through the water billing system;
 - J. Semi-annual reports on pursuit activities and results thereof;
 - K. Process all customer wastewater account vacant/vacation requests consistent with Pima County Code § 13.24.120(D);
 - L. Monthly report of vacant/vacation requests processed by the District, including the account number, customer name, service address, initiation date of vacancy, and the termination date of vacancy;

- M. Read-only access to the District's computerized customer billing system for at least two County workstations;
- N. December, January, and February water use data for those wastewater users on the District water system;
- O. All necessary and agreed upon computer-oriented reports required to effectively manage the revenue and customer accounts of the wastewater utility;
- P. Access to customer account records on the automated billing system as well as account update and data retrieval (report) capabilities, to include assistance from the District in creating queries and reports necessary for maintenance or correction of wastewater accounts;
- Q. Assist the County with a customer service contact who can provide water meter data and usage history for individual parcels as requested, with an average response time of one business day or less and such requests will be given a high priority, goal of one business day average response time, for County evaluation of new or modified wastewater connection permit applications;
- R. Assist the County with developing County self-generating queries related to wastewater customer account information and to water meters (e.g., new, upsized, and downsized) of a format suitable for electronic sorting and electronic mapping (CIS) for wastewater connection and user evaluation when information is available. If requested reports/queries require software vendor support, provide a cost estimate to the County for such assistance, and proceed with the custom work only upon authorization by the County;
- S. Maintain an accurate, computerized wastewater billing and accounts receivable;
- T. Allow the County to do supplemental inserts on County-related information with the bill being mailed to the customer;
- U. Upon receipt of wastewater user fee payments, issue check for payment to Pima County within the first 10 business days of the month;
- V. Provide a system report to be used by Pima County to review active account status of each account and final delinquent account register of all accounts considered as the inactive final billing register;
- W. Provide an Administrator for this Agreement who shall serve as liaison with the County on all issues relating to this Agreement;
- X. Provide the maximum opportunity to provide input to any proposed billing system changes prior to implementation;
- Y. Cooperate with the County to develop procedures and reporting modifications to satisfy deficiencies identified in yearly audits;
- Z. Provide as much real-time report writing capability for the information contained in the District's billing database as can be reasonably produced without compromising the overall performance of the District's billing databases;
- AA. The District 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. The District shall also maintain the financial information and data used by the District in the preparation or support of the cost submission and a copy of the cost summary submitted to the County. The County shall have access to such reports, records, documents, and other evidence for inspection, audit, and copying. The District shall provide proper facilities for such information for inspection. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies);

BB. The District agrees to the disclosure of all information and reports resulting from access to records, as described in Item QAA, to the County designated auditor, provided that the District is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the District;

CC. At the request of the County and with the concurrence of the District, the District may provide billing and collection services for wastewater accounts receiving water from private water companies;

DD. If the District agrees to provide billing and collection services for these accounts, the County shall pay fees as described in Article III - Compensation and Payment; and

EE. Redirect wastewater user complaints to County.

II. The County shall provide the following services to the District:

A. Adjust District wastewater user fee accounts as required;

B. Answer wastewater user complaints from District customers;

C. Provide an Administrator for this Agreement who will serve as liaison with the District on all issues relating to this Agreement;

D. Accept responsibility to collect all delinquent wastewater accounts served by the District after they have been written off to bad debt expense by the District; and

E. Inspect and identify any computer errors and notify the District of any necessary changes. The County and District 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.