



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 20, 2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Metropolitan Domestic Water Improvement District

***Project Title/Description:**

Intergovernmental Agreement (IGA) 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 the Metropolitan Domestic Water Improvement District for providing the data & billing County customers for sewerage system user fees.

***Procurement Method:**

This IGA is a non-Procurement contract & 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 & 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 the Scope of Services.

***Retroactive:**

No.

To COB: 6/2/23
Ver: 12
pgs: 3 (2)

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement 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): 20*306
Amendment No.: 3 AMS Version No.: 12
Commencement Date: 07/01/23 New Termination Date: 06/30/2024
Prior Contract No. (Synergen/CMS): _____

☒ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 533,000.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

*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): _____
Commencement 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: 5/23/23

Deputy County Administrator Signature: 

Date: 5/31/2023

County Administrator Signature: 

Date: 6/1/2023

Pima County Department of Regional Wastewater Reclamation

Project: Wastewater Billing and Collection Services

Contractor: Metropolitan Domestic Water Improvement District

Contract No.: CT-WW-20-306

Contract Amendment No.: Three (03)

Orig. Contract Term: 07/01/2020 - 06/30/2021	Orig. Amount:	\$480,000.00
Termination Date Prior Amendment: 06/30/2023	Prior Amendments Amount:	\$919,800.00
Termination Date This Amendment: 06/30/2024	This Amendment Amount:	\$533,000.00
	Revised Total Amount:	\$1,932,800.00

INTERGOVERNMENTAL AGREEMENT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On July 1, 2020, Pima County ("County") and the Metropolitan Domestic Water Improvement District ("District") entered into the above referenced Intergovernmental Agreement to provide billing and collection services for County wastewater service customers who are also District's water service customers.

1.2. Purpose. County and District have determined that it is in their best interests to extend the term of the Agreement for one year and to increase the amount charged by District to County for continuing services and to account for potential expenses related to request-based costs or reports described in the revised Scope of Services below.

2. Term. County is exercising the third extension option to renew the contract for one additional year commencing on July 1, 2023 and terminating on June 30, 2024. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Maximum Payment Amount. County and District agree to increase the monthly administration and billing fee from \$1.90 to \$2.00 per customer. The maximum amount County will spend under this Agreement, as set forth in Section C (1), is increased by \$533,000.00 for continuing services and potential costs associated with the revised Scope of Services below. County's total payments to District under this Agreement, including any sales taxes, will not exceed \$1,932,800.00.

4. Scope of Services. The parties have revised the Scope of Services as described in the attached **Exhibit A** (1 Page).

5. **Counterparts.** This agreement may be executed in counterparts, each of which when fully executed and delivered will constitute a duplicate original. All counterparts together shall constitute a single agreement.

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

PIMA COUNTY:

**METROPOLITAN DOMESTIC WATER
IMPROVEMENT DISTRICT:**

Chair, Board of Supervisors

Chair, Board of Directors

ATTEST

ATTEST


Clerk of the Board

Clerk of the Board

Date

Date

APPROVAL AS TO CONTENT:




Director, Regional Wastewater Reclamation

Metropolitan Domestic Water Improvement District

5/23/23

Date

Date



Director, Finance

5/25/23


Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement Amendment 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:

**METROPOLITAN DOMESTIC WATER
IMPROVEMENT DISTRICT:**



Cindy Nguyen, Deputy County Attorney

Lewis, Roca, Rothgerber, Christie LLP Partner

Exhibit A (1 Page)
Scope of Services
Commencement Date: July 1, 2023

Add:

- III. Since all overhead has been removed from the cost of services provided, upon the written request of County, District shall provide the reports assistance and training as described in the Intergovernmental Agreement ("IGA") within the Scope of Services and adhere to the following requirements:
- A. Upon receiving County's request, but prior to fulfilling the reports assistance or training request, District shall provide County with the specific hourly rate of the District individuals that will be working on the reports or training. District shall provide an estimated number of hours to complete the reports. An hourly rate will be provided in advance for training and will be based upon the length of time utilized to prepare for and train County staff. District will use the actual hours utilized, the actual hourly rate and benefits of the staff providing the services and any other used to provide the services.
 - B. The hourly rate that District charges for complying with County's request for information shall be determined based upon the expertise and classification required to generate the requested reports assistance and training.
 - C. Should District decide to charge a processing or administrative fee or cost related to County's request for reports assistance and training, District must include this amount with its estimated number of hours and hourly rate referenced above in Subsection III(A).
 - D. After the County provides authorization to move forward with their requested services, the District shall provide the requested reports assistance and training as soon as possible. District shall provide County with an invoice for services provided, including total hours, rates, and other resources utilized. County shall pay the actual cost of providing the services upon completion and receipt of the invoice.
 - E. District will provide the Reports in the format requested by County available within Caselle. However, should County require programming to generate a specific report that is beyond the capacities of District staff, District may provide County with a cost estimate from Caselle or other external service providers to accomplish these tasks for County approval.
 - F. If any programming is required to generate a specific report that is beyond the capacities of District staff, the District may provide the County with an external cost estimate from Caselle or other external service providers to accomplish these tasks before proceeding with outside services. If the estimated cost of outside services changes, the County will be presented with the additional costs prior to proceeding with the services and the County reserves the right to decline cost amendments.