



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: November 21, 2023

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Town of Marana

**\*Project Title/Description:**

Sewer billing & collection services

**\*Purpose:**

To exchange water use data to support Pima County's sewerage user fee system & to compensate the Town of Marana 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 Town of Marana 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:**

Monthly Invoices

**\*Retroactive:**

No.

TO: COB, 11-2-2023 (2)  
Vers. 1.16  
pgs. 3

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): 21\*224
Amendment No.: 2 AMS Version No.: 16
Commencement Date: 12/01/23 New Termination Date: 11/30/24
Prior Contract No. (Synergen/CMS): \_\_\_\_\_
Expense Revenue Increase Decrease
Amount This Amendment: \$ 100,000.00

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: [Signature]

Date: 10/31/23

Deputy County Administrator Signature: [Signature]

Date: 10/31/2023

County Administrator Signature: [Signature]

Date: 11/1/2023

**Pima County Department of Regional Wastewater Reclamation**

**Project: Sewer Billing and Collection Services**

**Contractor: Town of Marana**

**Contract No.: CT-WW-21-224**

**Contract Amendment No.: Two (2)**

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<b>Orig. Contract Term:</b> 12/01/2020 - 11/30/2022	<b>Orig. Amount:</b>	\$130,000.00
<b>Termination Date Prior Amendment:</b> 11/30/2023	<b>Prior Amendments Amount:</b>	\$ 85,000.00
<b>Termination Date This Amendment:</b> 11/30/2024	<b>This Amendment Amount:</b>	\$100,000.00
	<b>Revised Total Amount:</b>	\$315,000.00

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**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 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:

1. **Maximum Payment Amount.** Article 3 of the IGA is amended as follows:
  - a. For the services described in Exhibit A - Scope of Services, the County agrees to pay Town a monthly administrative and billing fee (collectively, the "Unit Price") of \$2.08 per account per month, for the purpose of reimbursing the Town for the cost of billing and collection services each year. The billing fee is also intended to compensate Town for its implementation of cost and price control activities. 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, but such challenge or data request will not delay County's payment.
  - b. Total payment for this contract shall not exceed \$100,000.00 (the "Maximum Yearly Limit") annually. In the event population growth projections indicate that the Maximum Yearly Limit will be exceeded, County and Town will meet to discuss increasing funding to cover the costs for services. The terms of this IGA, however, may only be amended pursuant to Article 20 below.

2. **Term.** Pursuant to Article 4 of the IGA, the County is exercising the second extension option to renew the IGA for one additional year commencing on December 1, 2023 and terminating on November 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.

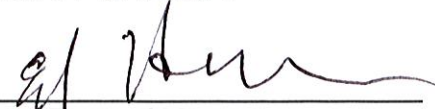
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All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

**PIMA COUNTY:**

**TOWN OF MARANA:**


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

  
\_\_\_\_\_  
Mayor, Town of Marana

ATTEST

ATTEST

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

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

\_\_\_\_\_  
Date

10/19/23  
\_\_\_\_\_  
Date

**Approval as to Content for Pima County:**

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

10/31/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director, Finance

10/31/23  
\_\_\_\_\_  
Date

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement Amendment 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

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