



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/15/2022

* = 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 10/21/22 (27)

ver: 12

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.: 1 AMS Version No.: 12
Commencement Date: 12/01/22 New Termination Date: 11/30/23
Prior Contract No. (Synergen/CMS): _____

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease

Amount This Amendment: \$ 85,000.00

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: 10/14/22

Deputy County Administrator Signature: _____ Date: 10/17/2022

County Administrator Signature: _____ Date: 10/17/2022

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.: One (1)

Orig. Contract Term: 12/01/2020 - 11/30/2022	Orig. Amount:	\$130,000.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment: 11/30/2023	This Amendment Amount:	\$ 85,000.00
	Revised Total Amount:	\$215,000.00

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 first 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:

CHANGE: Article 3 – Financing

FROM:

- 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 \$1.59 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.

TO:

- 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 \$1.86 per account per month, for the purpose of reimbursing the Town for the cost of billing and collection services

Contract No.: CT-WW-21-224-01

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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.

FROM:

- b. Total payment for this contract shall not exceed \$65,000.00 (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.

TO:

- b. Total payment for this contract shall not exceed \$85,000.00 (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.

CHANGE: Article 4 – Term

FROM: "...will terminate on November 30, 2022..."

TO: "...will terminate on November 30, 2023..."

CHANGE: Scope of Services – Exhibit A, Section F.

FROM:

- F. Provide the County with read-only access to the computerized customer billing system maintained by the Town.

TO:

- F. Provide the County with read-only access to the computerized customer billing system, Sprypoint, once it is implemented by the Town.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK

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:

TOWN OF MARANA:

Chair, Board of Supervisors

Mayor, Town of Marana

ATTEST

ATTEST


Clerk of the Board

Town Clerk

Date

Date

Approval as to Content for Pima County:



Director, RWRD

10/14/22
Date



Director, Finance

10/14/22
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