



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: July 5, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Southwestern Fair Commission

Project Title/Description:

Amendment to the Southwestern Fair Commission management agreement for RWRD conservation methods

Purpose:

Wastewater flow reduction to ensure compliance with ADEQ requirements; formalize the use of best- practices

Procurement Method:

Not applicable

Program Goals/Predicted Outcomes:

Reduce wastewater flow to wastewater ponds

Public Benefit:

Allow additional development to Pima County Fairgrounds that utilizes wastewater system

Metrics Available to Measure Performance:

Wastewater flow is measured monthly by RWRD

Retroactive:

No

Original 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): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: CTN Department Code: ED Contract Number (i.e.,15-123): 16*136

Amendment No.: One (1) AMS Version No.: TWO (2)

Effective Date: 07-05-2016 New Termination Date: 06-30-2031

☒ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 0.00

Funding Source(s): _____

Cost to Pima County General Fund: 0.00

To: COB 6-29-16 (3)
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Addendum

Procure Dept 06/29/16 PM03:06

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APCS

Department: Economic Development & Tourism

Telephone: (520) 724-7355

Department Director Signature/Date:

Thomas R. Moulton 6/28/16

Deputy County Administrator Signature/Date:

Seun 6/29/2016

County Administrator Signature/Date:

John M. Seal 6/29/16

<p>PIMA COUNTY DEPARTMENT OF : ATTRACTIONS & TOURISM</p> <p>PROJECT: WASTEWATER TREATMENT MANAGEMENT</p> <p>CONTRACTOR: SOUTHWESTERN FAIR COMMISSION</p> <p>CONTRACT NO. : CT ED 16*136</p> <p>SYNERGEN NO.: 11-71-S-139178-0206</p> <p>CONTRACT AMENDMENT NO.: ONE (1)</p>	<table border="1"> <tr> <td align="center">CONTRACT</td> </tr> <tr> <td>NO. <u>CTN- ED- 16-136</u></td> </tr> <tr> <td>AMENDMENT NO. <u>01</u></td> </tr> <tr> <td>This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>CTN- ED- 16-136</u>	AMENDMENT NO. <u>01</u>	This number must appear on all invoices, correspondence and documents pertaining to this contract.
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ORIGINAL CONTRACT TERM: 02-06-2007 to 06-30-2031 ORIGINAL CONTRACT AMOUNT: \$250.00
 TERM FIRST AMENDMENT: 07-05-2016 to 06-30-2031 **AMOUNT THIS AMENDMENT: \$ 00.00**
TOTAL CONTRACT AMOUNT: \$250.00

**AMENDMENT ONE
TO MANAGEMENT AGREEMENT FOR THE PIMA COUNTY FAIRGROUNDS**

This Amendment One to Management Agreement ("Amendment") concerning management of the existing sewer system and wastewater flow, and the additional flow associated with expansion at the Pima County Fairgrounds, real-property located within the Southeastern Regional Park is entered into between the Southwestern Fair Commission, Inc. ("Manager" or "SWFC") and Pima County ("County") to amend Pima County Contract No. 139178/16*136 (the "Contract") concerning wastewater treatment management of the Pima County Fairgrounds as follows:

RECITALS

1. The Pima County Regional Wastewater Reclamation Department (RWRD) provides sewer service to the Pima County Fairgrounds (Fairgrounds) located in the Southeast Regional Park (SERP), through approximately 4,200 feet of public sewer and a water reclamation facility (WRF) located on the property.
2. The WRF has a maximum permitted capacity of 20,000 gallons per day (gpd) (averaged over the highest six months) under the Arizona Department of Environmental Quality (ADEQ) Type 1 General Aquifer Protection Permit (the "Permit").
3. The parties wish to ensure that high wastewater flows generated during March and April around the Pima County Fair events are in compliance with applicable WRF limits established by ADEQ.
4. RWRD has had several discussions with ADEQ regarding the challenges of operating this facility given the unique seasonal flow variations, and under the strict numeric limits of the Permit.
5. RWRD has established a five-year Capital project to construct a pump station at the Fairgrounds to transfer peak sewer flow to the metropolitan system before it reaches the treatment facility.

6. ADEQ has indicated that new sewer capacity at the Fairgrounds could be accommodated during the interim period before a pump station can be constructed, if measures are taken to manage existing flows within the limits of the Permit.
7. ADEQ has recommended that best-management practices be followed to reduce wastewater flow into the treatment facility and to ensure that the facility will never exceed its operational capacity. Such best- management practices may include:

7.1 Facility Management

- 7.1.1 New septic systems will not be constructed on the Fairground property.
- 7.1.2 The freeboard on the west secondary pond (distance from top of pond berm to water surface) shall never be less than three (3) feet.
- 7.1.3 Vault and haul operations shall be used to manage excess wastewater volume if freeboard approaches three (3) feet or at any other time it is necessary to manage treatment capacity (3,000 gpd and two -year limits of the vault & haul general permit do not apply to the efforts of managing flow at the facility). The SWFC shall cover the costs of such vault and haul operations.
- 7.1.4 No nuisance conditions shall develop at the site (e.g. odor).

7.2 Wastewater Volume Management

- 7.2.3 The use of an existing, privately-owned, off-site RV dump station and establishing a protocol for RVs to be directed to that site during periods of high wastewater flow.
 - 7.2.4 Maximize use of water-saving fixtures and auto-shutoff features in bathrooms, kitchens, and other areas that discharge into the sewer system.
 - 7.2.5 Audit water lines for potential leakage and infiltration into sewer system.
 - 7.2.6 Audit private and public sewer lines for potential sources of stormwater inflow and install manhole inserts or install water-tight covers where inflow can occur.
 - 7.2.7 Implement options for graywater reuse on site.
 - 7.2.8 Assess viability of using portable restrooms with off-site disposal of waste for high attendance events.
 - 7.2.9 Remove or fully enclose all outdoor wash-down bays and areas with floor drains to prevent storm water inflow.
8. SWFC operates, manages, maintains, and improves the Pima County Fairgrounds for Pima County under contract 11-71-S-139178-0206 (the "Contract"), with an expiration date of June 30, 2031.

9. Section 20.3 of the Contract sets forth the existing agreement between the County and SWFC relating to wastewater treatment.
10. Both parties support increased use of the Fairgrounds facility while maintaining regulatory compliance and operational functionality of the wastewater facility located within the property. To accomplish that goal, the parties wish to revise Section 20.3 in accordance with the foregoing recitals.

AGREEMENT

NOW THEREFORE, County and SWFC, in consideration of the mutual covenants set forth herein, agree that: Section 20.3 of the Contract is deleted in its entirety and the following is substituted in its place.

20.3 Wastewater Treatment

20.3.1 General Responsibilities. County currently provides wastewater treatment services to the Fairgrounds, using a ponding system. Manager shall cooperate with County in establishing the location of all connections to the treatment system on the Fairgrounds, and in installing new flow meters to monitor system use, which meters shall be installed by the County at County's expense. Manager acknowledges that County is under no obligation to build a new treatment system to increase treatment capacity.

Manager shall continue to reimburse County for all reasonable expenses incurred by County in maintaining, repairing, and operating the current treatment system, including the cost of staff time, and including any pumping, transport, and treatment-related or other costs incurred by County if, as a result of flowage in excess of the permitted capacity, County pumps and transports waste to another treatment facility and treats it there.

The parties shall cooperate to develop reasonable standard operating procedures related to management of the waste treatment system, including pumping and transportation during planned periods of excess usage. Manager shall cooperate with County to maintain peak flows within the prescribed levels for the ponding system, and shall pay any liability or expenses (including fines or penalties) suffered or incurred by County as a result of any negligence by Manager in carrying out its responsibilities with respect to management of the treatment system under the agreed-upon operating procedures. County shall assist Manager with all technical aspects of operating the wastewater system.

In the event that County constructs a wastewater treatment facility that is reasonably available to the Fairgrounds, Manager may connect the Fairgrounds to the facility and may be required to pay applicable connection and user fees.

20.3.2 Additional County Responsibilities. Until such time as County constructs onsite treatment capacity capable of treating all wastewater flows from the Fairgrounds or constructs infrastructure to connect the Fairgrounds sewer system to offsite treatment, County will:

- 20.3.2.1 Operate the Fairgrounds treatment basins under best-management practices, such as wet/dry cycling, to provide the highest degree of capacity.
- 20.3.2.2 Measure and report to SWFC on monthly flows of wastewater into the WRF.
- 20.3.2.3 Notify SWFC when liquid begins flowing into the West Pond from the East Pond.
- 20.3.2.4 Notify SWFC when the liquid level in the West Pond is within one (1) foot of the transfer piping invert.
- 20.3.2.5 Notify SWFC when the plant flow has reached 20,000 gpd for a six-month average.
- 20.3.2.6 Make repairs at County expense on public sewer to minimize inflow and infiltration.
- 20.3.2.7 Issue letters allocating additional capacity for new and expanded sewer connections at the Fairgrounds after receiving proper submittal of construction plans and wastewater design flow information.
- 20.3.2.8 Work with Manager to establish protocol for RVs to be directed to a private RV dump station during periods of high wastewater flow.

20.3.3 Additional SWFC Responsibilities. Until such time as County constructs onsite treatment capacity capable of treating all wastewater flows from the Fairgrounds or constructs infrastructure to connect the Fairgrounds sewer system to offsite treatment, Manager will:

- 20.3.3.1 Pay a bi-annual fee for RWRD treatment operation and maintenance costs. Costs shall include reasonable expenses for maintenance and repair/replacement of equipment less than \$5,000, except for those costs to be paid by County as described at Section 20.3.2 of the Agreement.
- 20.3.3.2 Manage and fund contract for wastewater hauling contractor when required to maintain operational volume in the treatment facility. To ensure that the treatment facility volume remains within acceptable limits, SWFC will:
- 20.3.3.3 Begin hauling of pond contents when County notifies SWFC that the liquid level in the West Pond reaches the invert of the West Pond transfer piping. Hauling will continue until such time as the liquid level in the West Pond is sufficiently reduced to preclude surcharging of the transfer Pipe between the East Pond and the West Pond.

- 20.3.3.4 In the event of a six (6)-month period of exceedance of the 20,000 gpd average flow, in the following April, arrange to haul the volume of wastewater judged by the previous April to be appropriate to maintain the 20,000 gpd average flow.
 - 20.3.3.5 The amount of wastewater hauled shall be deducted from the monthly flow calculation for the month in which it was hauled.
 - 20.3.3.6 Conduct, with assistance of County personnel, audits of on-site water and sewer systems for potential inflow and infiltration sources into wastewater system.
 - 20.3.3.7 Make required repairs on private water and sewer systems to minimize inflow and infiltration.
 - 20.3.3.8 Implement program to retrofit water saving and auto-shutoff fixtures in existing facilities.
 - 20.3.3.9 Install water saving and auto-shutoff fixtures and utilize gray water design on new or remodeled facilities. Promote water conservation at the site through outreach efforts and signage.
 - 20.3.3.10 Submit to RWRD proper construction plans and wastewater design flow information for all facility expansions that require additional capacity allocations.
 - 20.3.3.11 Develop and implement a protocol for directing RVs to a private RV dump station site and/or on-site hauling of wastewater directly from RVs during periods of high wastewater flow
- 21. This Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.
 - 22. This Amendment together with the Contract constitutes the entire agreement among the parties with respect to the matters described herein and no prior or contemporaneous agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Amendment may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.
 - 23. Any capitalized term not expressly defined herein shall have the meaning set forth in the Contract.
 - 24. All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

PIMA COUNTY, a political subdivision of the State of Arizona

Sharon Bronson, Chair, Board of Supervisors

Date

SOUTHWESTERN FAIR COMMISSION, LLC



Jon Baker, Executive Director, SWFC

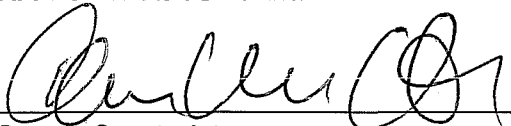
Date

ATTEST:

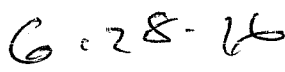
Robin Brigode, Clerk of the Board

Date

APPROVED AS TO FORM:

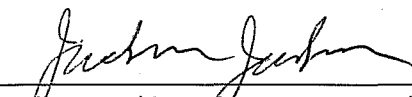


Deputy County Attorney
Civil Division
CHARLES WESSELHOFT




Date

APPROVED AS TO CONTENT:



Jackson Jenkins, Director, Regional Wastewater Reclamation District



Tom Moulton, Director, Attractions and Tourism