



## BOARD OF SUPERVISORS AGENDA ITEM REPORT

### CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 6, 2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Oswald Cattle Company

**\*Project Title/Description:**

Agreement for Effluent Reuse

**\*Purpose:**

Arivaca Water Reclamation Facility treats on average 40,000 gallons per day. To keep from exceeding the capacity of the pond RWRD is required to discharge 4,000,000 gallons approximately every 6 weeks. This contract is with the Oswald Cattle Company who owns the adjacent property to discharge the approximately 34,000,000 gallons of treated effluent to their property. Oswald Cattle Company charges Pima County for the cost incurred to direct the discharges to their field.

**\*Procurement Method:**

Exempt - This contract amendment is a non-procurement contract and not subject to procurement rules.

**\*Program Goals/Predicted Outcomes:**

The goal is to maintain levels in the Arivaca Pond at or below operating levels. All effluent is appropriately treated and sampled before discharging to the company's property. The outcome of this contract is to ensure appropriate pond levels are maintained.

**\*Public Benefit:**

By discharging effluent to the adjacent property, no effluent is required to be hauled over-the-road via tanker trailers and truck tractors. By not running a large number of truck tractors; RWRD limits the cost of operating the plant, lowers Pima County's carbon footprint, saves fuel and natural resources, and increases public safety. Treated effluent is put to beneficial agricultural reuse.

**\*Metrics Available to Measure Performance:**

Arivaca Pond is kept at the required operating level with no need to haul effluent over-the-road via tanker trailers and truck tractors. There is not a need to install an effluent discharge pipeline to agriculture land further away.

**\*Retroactive:**

Yes. Mistake on the original documentation required rewrite of Amendment and signatures were not obtained in time to make consent calendar.

To: COB - 7-15-19  
Ver. - 13  
Jgs - 2 (1)

**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

**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 22-73.

**Amendment / Revised Award Information**

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 14\*406  
Amendment No.: 1 AMS Version No.: 13  
Effective Date: 7/1/2019 New Termination Date: 6/30/2024  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 21,400.00

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): \_\_\_\_\_  
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: Steve Gordon

Department: Regional Wastewater Reclamation Department Telephone: 724-6057

Department Director Signature/Date:  7/10/19

Deputy County Administrator Signature/Date:  7/11/19

County Administrator Signature/Date:  7/12/19

(Required for Board Agenda/Addendum Items)

**Pima County Department of Regional Wastewater Reclamation**

**Project: Effluent Reuse**

**Contractor: Oswald Cattle Company. P.O. Box 504, Amado, Arizona 85645**

**Contract No.: CT-WW-14\*406**

**Contract Amendment No.: One (1)**

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<b>Orig. Contract Term:</b> 07/01/2014 – 06/30/2019	<b>Orig. Amount:</b>	\$21,400.00
<b>Termination Date Prior Amendment:</b> N/A	<b>Prior Amendments Amount:</b>	\$N/A
<b>Termination Date This Amendment:</b> 06/30/2024	<b>This Amendment Amount:</b>	\$21,400.00
	<b>Revised Total Amount:</b>	\$42,800.00

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**CONTRACT AMENDMENT**

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

**1. Background and Purpose.**

1.1. Background. On 7/1/2014, County and Contractor entered into the above referenced agreement to provide Effluent Reuse.

1.2. Purpose. Pima County (County) operates a wastewater reclamation facility in Arivaca Junction. Oswald Cattle Company (Owner or Contractor) has, pursuant to contract, traditionally used the effluent from Country's facility for irrigation purposes. The parties wish to extend the terms of the existing contract to allow continuation of Contractor's effluent usage.

**2. Term.** The Contract terminates on June 30, 2024

**3. Maximum Payment Amount.** The maximum amount the County will spend under this Contract is increased by \$21,400.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$42,800.00.

The effective date of this Amendment is July 1, 2019.

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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**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
Deputy County Attorney

**CHARLES WESSELHOFT**

\_\_\_\_\_  
Print DCA Name

\_\_\_\_\_  
Date

7/9/19

**CONTRACTOR**

  
Authorized Officer Signature

LAURINDA OSWALD  
Printed Name and Title

\_\_\_\_\_  
Date

FOR OSWALD CATTLE CO

6/30/19

APPROVED AS TO CONTENT

  
Department Head

\_\_\_\_\_  
Date

7/9/19