



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 7, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Southwestern Fair Commission, Inc.

***Project Title/Description:**

Pima County Fairgrounds Wastewater Utility Fee Payment Agreement

***Purpose:**

The purpose of the agreement is to provide a Payment Plan for Wastewater Utility Fees for connection of the Fairgrounds to the public sewer system.

***Procurement Method:**

This Payment Agreement is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The agreement provides for a three (3) year delay in payment of Wastewater Utility Fees followed by a 10 year payment plan. Monthly payments will begin in February 2023.

***Public Benefit:**

Allows the Fairgrounds to function with no interruption.

***Metrics Available to Measure Performance:**

Timely payment of the Wastewater Utility Fees beginning three (3) years from connection.

***Retroactive:**

Yes. This contract is retroactive to February 27, 2020, which is the date the Pima County Fairgrounds was physically connected to the public sewer system. The connection assured the Fairgrounds would have adequate wastewater capacity for the Annual Pima County Fair in April.

To: COB - 3.19.20
ver. - 1
pgs - 4 (1)

Contract / Award Information

Document Type: CTN Department Code: WW Contract Number (i.e., 15-123): 20*118
Effective Date: 2/27/2020 Termination Date: 2/26/2033 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 167,385.00

***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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

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

***Funding Source(s) required:**

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: Eric Wieduwilt, RWRD Deputy Director

Department: Regional Wastewater Reclamation Department

Telephone: 724-9841

Department Director Signature/Date:  3/11/2020

Deputy County Administrator Signature/Date:  3/13/2020

County Administrator Signature/Date:  3/16/20
(Required for Board Agenda/Addendum Items)

AGREEMENT
BETWEEN
PIMA COUNTY, ARIZONA

AND

SOUTHWESTERN FAIR COMMISSION, INC.

FOR
PIMA COUNTY FAIRGROUNDS
WASTEWATER UTILITY FEE PAYMENT
AGREEMENT (CTN-WW-20-118)

WASTEWATER UTILITY FEE PAYMENT AGREEMENT

This Wastewater Utility Fee Payment Agreement is entered into, on the date last written below, between **Pima County** ("County"), a body politic and corporate of the State of Arizona and the **Southwestern Fair Commission, Inc.** ("Applicant"), collectively referred to as the "Parties".

RECITALS

1. Applicant operates the Pima County Fairgrounds (the "Fairgrounds").
2. Wastewater treatment at the Fairgrounds has historically been accomplished through use of an on-site lagoon system, which has periodically operated at maximum capacity.
3. The Fairgrounds water supply comes from a well and does not have a water meter to use in calculating the Wastewater Utility Fee. A three (3)-inch water meter is the minimum meter size calculated to serve the current water demand.
4. County operates a sewerage collection and treatment system pursuant to authority granted by A.R.S. § 11-264 and is authorized by that statute to collect fees for the services provided.
5. County constructed a new sewer designed to connect the Fairgrounds sewers to the County-owned public sewerage system, and completed on February 27, 2020.
6. Applicant wishes to connect the Fairgrounds to the County's sewerage system.
7. Pima County Code § 13.20.400(A)(1) authorizes the County to collect a Wastewater Utility Fee from each person connecting fixtures tributary to the public sewer system.
8. Through this Wastewater Utility Fee Payment Agreement, County and Applicant wish to provide for the timely payment of the Wastewater Utility Fee resulting from Applicant's connection to the public sewer system.

AGREEMENT

Therefore, in consideration for the mutual covenants contained herein, County and Applicant agree as follows:

- A. Applicant acknowledges and agrees that the Wastewater Utility Fee due for the Fairgrounds, based upon a three (3)-inch water meter, is \$ 167,385.00.
- B. Applicant hereby acknowledges and agrees that it will pay 5.75 % interest, compounded annually, on any unpaid wastewater utility fee balance.
- C. Interest will begin to accrue three (3) years following the date of the Fairground's connection to the County public sewer system, on February 27, 2023.
- D. Applicant agrees that it will begin making its monthly Wastewater Utility Fee payments of \$ 1,770.98 to the County, three (3) years following the date of the Fairground's connection to the County public sewer system on February 27, 2023. Said monthly

payments will continue thereafter until all Wastewater Utility Fees and interest due have been fully paid. The monthly payment is calculated based on a ten (10) year payment period.

- E. Each monthly payment is due by the last business day of the month.
- F. Additional interest at the rate of 5.75% will be charged on all late payments until such time as the arrearage is corrected.
- G. Applicant may pay the full amount of accrued interest and principal at any time without penalty.
- H. Provided Applicant continues to make scheduled payments on a timely basis, County will provide continuing sewerage collection and treatment services to the Fairgrounds.
- I. Applicant acknowledges that Fairgrounds is subject to monthly User Fees pursuant to Pima County Code chapter 13.24, as amended. Applicant understands that monthly User Fees are in addition to and separate from the Wastewater Utility Fee addressed by this Agreement.
- J. County will not be considered to have waived any of its rights or remedies, or any portion of them, unless the waiver is in writing and signed by County. County's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provisions of this Agreement.
- K. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- L. Payments should reference this Agreement's contract number and are to be made to:

Pima County Finance and Risk Management Dept.
130 W. Congress, 6th Floor
Tucson AZ 85701

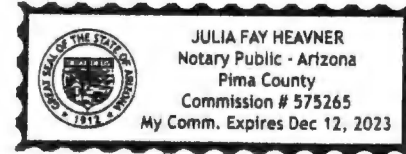
- M. This document constitutes the entire agreement between the Parties pertaining to the Applicant's Payment of the Wastewater Utility Fee and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered, or extended only by a written amendment signed by Applicant and County.
- N. This agreement shall terminate on February 26, 2033 and any outstanding payments are due at the date of termination.
- O. The terms of this Agreement shall be binding on the successors and assigns of the Parties hereto.

IN WITNESS THEREOF, Applicant and County have affixed their signatures to this Agreement on the dates written below.

FOR APPLICANT:

Jon Baker
Authorized Signature

Jon Baker, Executive Director
Printed Name and Title



Subscribed and sworn to before me this 10 day of March, 2020

Julia Fay Heavner
Notary Public

FOR PIMA COUNTY:

Chairman, Board of Supervisors

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:

Victoria Z. Brubaker
Deputy County Attorney

APPROVED AS TO CONTENT:

John J. Smith
Director,
Regional Wastewater Reclamation Dept.

Michelle Casper
Director,
Finance and Risk Management Dept.