



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 17, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Town of Marana

***Project Title/Description:**

Intergovernmental Agreement (IGA) between Pima County & the Town of Marana for 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- 11-3-20
ver. 1
pgs- 8 (1)

Contract / Award Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 21*224
Commencement Date: 12/01/20 Termination Date: 11/30/22 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 130,000.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: RWRD Enterprise Fund

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.: _____

Commencement 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): _____

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: [Signature] 10/30/2020

Deputy County Administrator Signature/Date: [Signature] 11/2/2020

County Administrator Signature/Date: C. [Signature] 11/2/2020

(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	CT-WW-21-224
AMENDMENT NO.	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**Intergovernmental Agreement
between
Pima County
and the
Town of Marana
for
the provision of
Water Consumption Data**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Marana ("Town") pursuant to A.R.S. § 11-952.

Recitals

- A. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*
- B. County and Town desire to exchange proprietary water use information for the purpose of calculating billings to sewer users.

Therefore, County and Town, pursuant to the above and in consideration of the matters set forth herein, mutually agree as follows:

Agreement

- 1. **Purpose.** The purpose of this IGA is to exchange water use data for the purpose of calculating, billing, and collecting sewer user fees from the Town's customers.
- 2. **Scope of Services.** See attached Exhibit A, comprised of two (2) pages.
- 3. **Financing.**
 - 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.

- 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.
 - c. No state or municipal taxes are applicable to the IGA.
 - d. The Parties intend for the Unit Price to remain firm during the term of the IGA and changes in the Unit Price will be considered only in conjunction with the renewal of this IGA. In the event that economic conditions cause Town to seek an increase in the Unit Price, at least 90 days prior to the termination date of the IGA, Town will submit a written request to the County with supporting documents justifying any requested increase.
4. **Term.** The term of this Agreement commences on December 1, 2020 and will terminate on November 30, 2022 unless terminated sooner or extended pursuant to the provisions of this Agreement. The Parties may renew this IGA for up to four (4) additional one-year periods or any portion thereof.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any Party from liabilities or costs already incurred, nor affect any ownership of property acquired, pursuant to this IGA.
6. **Indemnification.** To the extent allowed by law, each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
7. **Insurance.** During the entire term of this IGA, each Party must obtain and maintain at its own expense the following types and amounts of insurance:
- a. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.

- c. If this IGA involves professional services, professional liability insurance in the amount of \$1,000,000.00.
- d. If required by law, workers' compensation coverage including employees' liability coverage.

Each Party will provide thirty (30) days written notice to the other Party of cancellation, non-renewal or material change of coverage.

The insurance requirements of this IGA may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimum coverage levels set forth in this article.

- 8. **Compliance with Laws.** The Parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona will govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA must be brought in an Arizona court in Pima County.
- 9. **Non-Discrimination.** The Parties will not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which are incorporated into this IGA as if set forth in full herein.
- 10. **ADA.** The Parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 11. **Severability.** If any provision of this IGA, or application of any provision to any person, circumstance, or the Parties, is held invalid, any such invalid provision is severable. Such invalidity will therefore not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application.
- 12. **Termination/Cancellation.** This Agreement may be terminated by either the County or the Town with written notice to the other Party no less than one hundred-twenty days in advance of termination.
- 13. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein.
- 14. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation,

the County will have no further obligation to the Town other than for payment for services rendered prior to cancellation.

- 15. Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.
- 16. Worker's Compensation.** Each Party will comply with the notice provisions of A.R.S. § 23-1022 (E). For purposes of A.R.S. §23-1022, each Party is be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party will be solely responsible for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
- 17. No Joint Venture.** This IGA is not intended, and nothing in this IGA may be construed, to create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither Party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 18. No Third-Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA, or affect the legal liability of either Party by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 19. Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a Party in writing to the other Party):

COUNTY:

Director
Regional Wastewater Reclamation
Dept.
201 N. Stone, 8th Floor
Tucson AZ 85701

With copies to:

Pima County Administrator
130 W. Congress, 10th Floor
Tucson AZ 85701

TOWN:

Town Manager
Town of Marana
11555 W. Civic Center Drive
Marana AZ 85653

With copies to:

Town Attorney
Town of Marana
11555 W. Civic Center Drive
Marana AZ 85653

and:
Clerk of the Board
Pima County
130 W. Congress, 5th Floor
Tucson AZ 85701

20. Entire Agreement. This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged herein. This IGA may not be modified, amended, altered, or extended except through a written amendment signed by the Parties.

21. 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.

In Witness Whereof, the Parties have affixed their signatures to this IGA on the date written below.

PIMA COUNTY:

TOWN OF MARANA:

Chairperson, Board of Supervisors

Mayor, Town of Marana

ATTEST:

ATTEST:

Clerk of the Board

Town Clerk

Date: _____

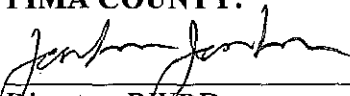
Date: _____

APPROVAL:

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed by the undersigned, and is hereby approved as to content.


PIMA COUNTY:

TOWN OF MARANA:



Director, RWRD

Marana Water Director



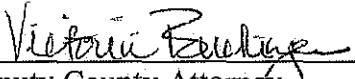
Director, Finance Department

Marana Finance Director

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:



Deputy County Attorney

TOWN OF MARANA:

Town Attorney

EXHIBIT A
Scope of Services for IGA Between
Pima County and Town of Marana

The Town will perform the following sewer billing and collection services for the County

- A. Provide water consumption data for each water and sewer account and provide monthly billings and collection of these accounts monthly.
- B. Update all water and sewer accounts (turn-on and turn-off) to maintain an accurate active customer file.
- C. Bill and disconnect delinquent sewer accounts in same manner the Town uses to bill and disconnect delinquent water accounts and transmit to the County for collecting those delinquent sewer accounts that cannot be collected through the water billing system.
- D. Process sewer user fee adjustments transmitted by the County and adjust sewer user fees in accordance with adjustment policies authorized by the County.
- E. Maintain an accurate, computerized sewer billing and accounts receivable.
- F. Provide the County with read-only access to the computerized customer billing system maintained by the Town.
- G. Provide the County with winter (December, January and February) water use data for those sewer users on the Town water system.
- H. Process all customer wastewater account vacant/vacation requests consistent with Pima County Code §13.24.200(D)(4).
- I. Provide a monthly report of vacant/vacation requests processed by the Town, including the account number, customer name, service address, initiation date of vacancy, and the termination date of vacancy.
- J. Provide the County with all necessary and agreed upon computer-oriented reports required to effectively manage the revenues and customer accounts of the sewer utility.
- K. Allow the County to insert sewer utility-related information into the monthly customer billings.
- L. Provide a register showing active account status of each account on a monthly basis and provide a final delinquent account register of all accounts considered as the inactive final billing register, at County's request.
- M. Provide the County all data related to the billing and collection of sewer user fees within the Town, at County's request and at no additional cost to the County.
- N. Provide a Project Manager for this Agreement who shall serve as liaison with the County on all issues relating to this Agreement.
- O. Permit the County to provide input with respect to any billing system changes prior to the Town's implementation.

EXHIBIT A
Scope of Services for IGA Between
Pima County and Town of Marana

- P. Cooperate with the County to develop procedures and reporting modifications to satisfy deficiencies identified in yearly audits.
- Q. Provide additional computer services in the form of special computer programs or printouts to the County at no additional cost to County, to the extent possible.
- R. Maintain books, records, documents and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices, maintain the financial information and data used by the Town in the preparation or support of the cost submission and a copy of the cost summary submitted to the County, and provide the County with access to such books, records, documents and other evidence for inspection, audit and copying. The Town will provide proper facilities for such access and inspection. Audits conducted under this provision will be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.
- S. Permit disclosure to the County designated auditor of all information and reports resulting from access to records as described in Item R above, provided that the Town is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the Town.

The County will provide the following services for the Town

- A. Adjust the Town sewer user fee accounts as required.
- B. Answer sewer user complaints from Town customers.
- C. Be responsible for collection of delinquent sewer accounts served by the Town after they have been written off to bad debt expense by the Town.
- D. Inspect and identify any computer errors and notify the Town of any necessary changes.

Other requirements and joint responsibilities

- A. Upon receipt of sewer user fee payments, the Town will deposit the funds with the County Treasurer in compliance with the Parties' agreed upon schedule.
- B. At County's request and with Town's agreement, Town may provide billing and collection services for sewer accounts receiving water from private water companies, for the same fee as Town charges County under this IGA.
- C. On an annual basis, County and Town will review and if appropriate, adjust, the monthly administrative billing.
- D. County and Town will each provide its own security measures for its hardware and software adequate to assure confidentiality of the information each receives as a result of this agreement.