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BEFORE THE ARIZONA CORPORATION C

COMMISSIONERS

BOB STUMP - Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH

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ARIZONA CORP COMMISSION
DOCKET CONTROL

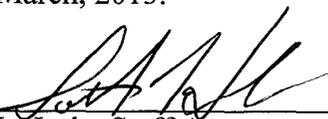
IN THE MATTER OF THE APPLICATION OF
RAY WATER COMPANY, INC. FOR A RATE
INCREASE.

DOCKET NO. W-01380A-12-0254

STAFF'S NOTICE OF FILING

As directed by Administrative Law Judge Belinda A. Martin at the hearing held on February 27, 2013, the Utilities Division ("Staff") of the Arizona Corporation Commission ("Commission") hereby provides notice of filing a copy of Ray Water Company's ("Company") customer information sharing agreement with Pima County. The Company submitted this copy to Staff in response to a data request issued by Staff.

RESPECTFULLY SUBMITTED this 1st day of March, 2013.



Scott M. Hesla, Staff Attorney
Robin R. Mitchell, Staff Attorney
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007
(602) 542-3402

Original and thirteen (13) copies of the foregoing were filed this 1st day of March, 2013 with:

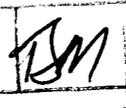
Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Copies of the foregoing were mailed and/or emailed this 1st day of March, 2013 to:

Steve Wene, Esq.
MOYES SELLERS & HENDRICKS, LTD
1850 N. Central Avenue, Suite 1100
Phoenix, Arizona 85004



Arizona Corporation Commission
DOCKETED
MAR 1 2013

DOCKETED BY 



**PIMA COUNTY
DEPARTMENT OF FINANCE AND RISK MANAGEMENT**

Thomas E. Burke, Director

May 11, 2012

Rhonda Mallis Rosenbaum
Ray Water Company
414 N Court Avenue
Tucson, AZ 85701

Dear Ms. Rosenbaum,

The following contract/amendment has been awarded to your company:

Contract Number: 11-03-R-140683-0208

Effective Dates: Begin: 2/1/2008 End: 01/31/2013

Description of Services: Water Usage Information Services

Revised Contract Amount: \$25,500.00

Amendment: Yes: No: Amendment Amount: 5,500.00

To print a copy of this contract/amendment, you may access Pima County Electronic Contract System website through the following link:

<http://www.pima.gov/econtracts>

You can search for this contract by using the Contract Number listed above and choosing "Contract Number" under the "Search By" option in the left column

If you encounter any problems using this website, please contact Pima County Procurement Department at (520) 740-8161.

Regards,

A handwritten signature in cursive script that reads "Melody Burton".

Melody Burton
Administrative Services Manager
(520) 740-6617

<p>PIMA COUNTY DEPARTMENT OF WASTEWATER MANAGEMENT</p> <p>PROJECT: Water Usage Information</p> <p>CONTRACTOR: Ray Water Company, Inc 414 North Court Avenue Tucson, AZ 85701</p> <p>AMOUNT: \$4,500.00</p> <p>FUNDING: Wastewater Management Funds</p>	<p>(STAMP HERE)</p>
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GENERAL SERVICES CONTRACT \$250,000 or Less Per Year

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and Ray Water Company, hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide information to the Wastewater Management Department concerning water usage, connections and disconnections and other information relating to water usage for customers of a private water company servicing clients who are connected to the Pima County Wastewater Collection System; and

WHEREAS, CONTRACTOR is qualified and willing to provide such services and pursuant to the Procurement Code §11.12.050 A, is the sole source from which the service may be obtained.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Procurement Director, shall commence on February 1, 2008 and shall terminate on January 31, 2009, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to four (4) additional one-year periods or any portion thereof.

Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF SERVICES

This Contract establishes the agreement under which the CONTRACTOR will provide COUNTY with products and services in accordance with the attached Exhibit A: Scope of Services (1 page).

CONTRACTOR shall provide COUNTY the goods and services as defined in this Contract. All goods and services shall comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Pima County Requisition No. 0800855; these documents are incorporated into the Contract the same as if set forth in full herein.

ARTICLE III – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount not to exceed four thousand five hundred dollars (\$4,500.00). Pricing for work or products/materials will be as set forth in Exhibit B: Water Usage Information (1 Page).

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests shall assign all costs to items identified by Exhibit B.

It is the intention of both parties that pricing shall remain firm during the term of the contract. Price increases shall only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that unit price increases are desired by the CONTRACTOR upon renewal of the Contract, CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. It is agreed that the Unit Prices shall include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR shall not provide goods and services in excess of the Exhibit A Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment shall be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXI, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE IV - INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

ARTICLE V - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VI - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VII - SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE VIII - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE IX - NON-DISCRIMINATION

CONTRACTOR shall 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 CONTRACTOR'S duties pursuant to this Contract. CONTRACTOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein.

ARTICLE X - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall 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.

ARTICLE XI - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIII - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS ' 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XIV - TERMINATION

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon ~~CONTRACTOR~~ ^{the other party} 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination, and ~~Contractor's only obligation shall be to provide the agreed upon services until the date of termination.~~

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

al:
R
actor
County

r/or Contractor

PI
ini

the other party

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XV - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
Michael Gritzuk, Director
201 N Stone, 8th Floor
Tucson, AZ 85701
P 740-8161

CONTRACTOR:
Rhonda Mallis Rosenbaum, Secretary
Ray Water Company
414 N Court Avenue
Tucson, AZ 85701
P 623-2366

ARTICLE XVI - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XVII - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Requisition No. 0800855 and on other information and documents submitted by the CONTRACTOR. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE XVIII - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XIX - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XX - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open from 10 a.m. to 3 p.m. Monday through Friday for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ARTICLE XXI - 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 hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

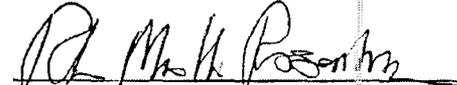
IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY:

Procurement Director

Date: _____

CONTRACTOR:



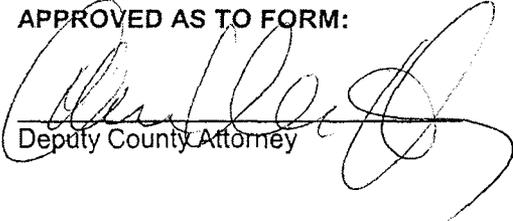
Authorized Officer Signature

Rhonda Morris Rosenbaum, Secretary
Printed Name and Title

APPROVED AS TO CONTENT:

Department Head

APPROVED AS TO FORM:



Deputy County Attorney

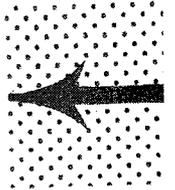


EXHIBIT A
Scope of Services (1 Page)

1. Provide and transmit water consumption data for all user accounts. Such information shall be provided in such format as is acceptable to the County and shall be transmitted and received by the County no later than March 31 of the current and each succeeding year that this agreement is in place.
2. Provide and transmit information concerning customer service connections and disconnections in such a format as is acceptable by the County. Such information shall include, but not be limited to, client name, mailing address, billing address and service location address.
3. Provide other information relating to wastewater usage as may be requested by County with the consent and agreement of Contractor.

EXHIBIT B PRICING PAGE
WATER USAGE INFORMATION (1 Page)

1. Water Consumption Data: County agrees to pay Contractor the amount of two dollars and twenty-seven cents (\$2.27) for each wastewater customer account for which data is provided.
2. Connection and Disconnection: County agrees to pay Contractor the amount of one dollar and thirty cents (\$1.30) each for information concerning customer connections and one dollar and thirty cents (\$1.30) each for information concerning customer disconnections.
3. Other Requested Information: County agrees to pay Contractor the amount of one dollar and thirty cents (\$1.30) for each customer account for which other information is requested.
3. Postage: County agrees to pay contractor for the actual cost of postage necessary to mail the data provided.

Payment shall be due and payable upon receipt of satisfactory services, which shall be billed periodically by Contractor in the form as prescribed in Exhibit A, attached.