



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: July 3, 2018

* = *Mandatory, information must be provided*

or Procurement Director Award

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

Arizona Blue Stake, Inc. dba Arizona 811

***Project Title/Description:**

Associate Member Agreement for Arizona Blue Stake Inc. dba Arizona 811

***Purpose:**

To provide pre-excavation/digging notification services to underground facility owners/operators.

***Procurement Method:**

Procurement Exempt - Required by Arizona Revised Statute 40-360

***Program Goals/Predicted Outcomes:**

This Agreement is being submitted on behalf of 3 different Pima County departments (RWRD; DOT and IT)

***Public Benefit:**

The cost of repair and lost service will be minimized by County marking of assets near subsurface disturbances

***Metrics Available to Measure Performance:**

GIS validation that every contractor notification returns a Blue Stake ticket where required

***Retroactive:**

No

To: COB- 6-14-18
Ver. - 1
pgs. 5
Revised 8/2017 (1)

Contract / Award Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 18-430

Effective Date: July 3, 2018 Termination Date: July 2, 2023 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 275,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: RWRD Annual Operating Budget Authorization

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*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: _____ 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: Bob Machen

Department: Regional Wastewater Reclamation Department Telephone: (520) 724-9405

Department Director Signature/Date: [Signature] 6/12/18

Deputy County Administrator Signature/Date: [Signature] 6/13/18

County Administrator Signature/Date: [Signature] 6/13/18
(Required for Board Agenda/Addendum Items)

ASSOCIATE MEMBER AGREEMENT

FOR

ARIZONA BLUE STAKE, INC. dba ARIZONA 811

THIS ASSOCIATE MEMBER AGREEMENT ("Agreement") made as of this ____ day of _____, 2018, by and between ARIZONA BLUE STAKE, INC., dba ARIZONA 811 (hereinafter referred to as "THE COMPANY"), a non-profit organization, and PIMA COUNTY (hereinafter referred to as "ASSOCIATE MEMBER") on behalf of its Regional Wastewater Reclamation Department, its Department of Transportation, and its Information Technology Department. This Agreement may refer to THE COMPANY or ASSOCIATE MEMBER as a "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, THE COMPANY has been formed to engage in the business of providing a service whereby persons intending to disturb the subsurface of the earth will be able to make one telephone call to notify participating utilities, thereby allowing the participating utilities to locate and mark their underground facilities as required by law, and

WHEREAS, ASSOCIATE MEMBER desires to utilize the service of THE COMPANY, such that ASSOCIATE MEMBER can locate and mark its underground facilities, as required by law, and for the benefit of persons intending to disturb the subsurface of the earth at or near the location of ASSOCIATE MEMBER'S underground facilities, and

WHEREAS, ASSOCIATE MEMBER represents and warrants that it currently has one thousand (1,000) or more customers utilizing the services of ASSOCIATE MEMBER.

NOW, THEREFORE, the Parties agree as follows:

1. ASSOCIATE MEMBER accepts and agrees to be bound by the terms and conditions of the Articles of Incorporation and the Bylaws of THE COMPANY.

2. THE COMPANY agrees that ASSOCIATE MEMBER shall be accepted as a participating ASSOCIATE MEMBER under the Bylaws of THE COMPANY.

3. The rights and obligations of each Party will be binding upon and inure to the benefit of its successors and permitted assigns. ASSOCIATE MEMBER may not assign this Agreement, in whole or in part, without the prior written consent of THE COMPANY. Any attempted assignment by ASSOCIATE MEMBER without THE COMPANY's prior written consent shall be null and void. THE COMPANY may assign this Agreement, in whole or in part, without the consent of ASSOCIATE MEMBER to any affiliates of THE COMPANY or to others as THE COMPANY deems appropriate in connection with any regulatory requirements. THE COMPANY may delegate its rights and obligations under this Agreement, in whole or in part, without the consent of ASSOCIATE MEMBER.

4. The annual fee to be paid by ASSOCIATE MEMBER shall be established by THE COMPANY upon application for participation. All ASSOCIATE MEMBER fees shall be paid in monthly,

semi-annual or annual installments based on the total of the fee calculated to be due for such participation. All ASSOCIATE MEMBER fees are, at a minimum, re-calculated annually.

5. ASSOCIATE MEMBER agrees that it is subject to Arizona Revised Statutes (“A.R.S.”) § 40-360.32 and THE COMPANY's Collection Policy. See Appendix A, A.R.S. § 40-360.32 (D) and Appendix B, THE COMPANY's Collection Policy.

6. This Agreement shall become effective on this day and year above first written and shall continue in effect for a period of one (1) year and from month-to-month thereafter; provided, however, that this Agreement may be terminated at any time after one (1) year by ASSOCIATE MEMBER upon thirty (30) days prior written notice to THE COMPANY or at any time after one (1) year by THE COMPANY upon thirty (30) days prior written notice to ASSOCIATE MEMBER.

7. Notice provided for in this Agreement shall be given as follows:

If to THE COMPANY:

Arizona Blue Stake, Inc. dba Arizona 811

1405 W Auto Drive

Tempe, Arizona 85284-1016

Office: 602-659-7503

Email: BoardSecretary@Arizona811.com

If to ASSOCIATE MEMBER:

Pima County

Attn: Director - Pima County Regional Wastewater Reclamation Department

201 North Stone Avenue, Tucson, Arizona 85701

Office: 520-724-6500

Any notice shall be deemed duly given if it is sent by personal delivery or by a recognized overnight carrier, and addressed to the intended recipient. Notice is deemed received on the date of personal delivery or the date following delivery to a recognized overnight carrier.

8. Upon execution of this Agreement, THE ASSOCIATE MEMBER's three departments must provide THE COMPANY an electronic depiction of all geographical areas within which THE ASSOCIATE MEMBER requires THE COMPANY to perform the services specified in this Agreement. Unless such electronic depiction is provided, THE COMPANY shall not be responsible for providing the services indicated in this Agreement. Changes in the geographical area shall be provided by THE ASSOCIATE MEMBER to THE COMPANY within three (3) days of such change.

9. ASSOCIATE MEMBER shall provide notice of any changes in contact information to THE COMPANY within 30 days of occurrence. If notice of contact information is not received within thirty (30) days, THE COMPANY may terminate the membership of ASSOCIATE MEMBER without further notice.

10. Cancellation for Conflict of Interest. 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.

11. Israel Boycott Certification. COMPANY hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by COMPANY may result in action by the ASSOCIATE MEMBER up to and including termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and/or representatives as of the day and year above first written.

THE ASSOCIATE MEMBER:
PIMA COUNTY

THE COMPANY:
ARIZONA BLUE STAKE, INC.
dba ARIZONA 811

Chairman, Board of Supervisors

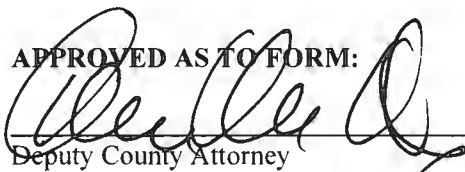
Kevin R. Nielsen, President

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

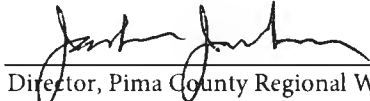
CHARLES WESSELHOFT

Name (Please Print)

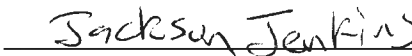
Date

6/12/18

APPROVED AS TO CONTENT:



Director, Pima County Regional Wastewater Reclamation Dept.



Name (Please Print)

Date

6/12/18

FOR ARIZONA BLUE STAKE dba ARIZONA 811 USE ONLY

Date Completed Agreement Rec'd by Arizona Blue Stake dba Arizona 811

Date Membership Activated by Arizona Blue Stake dba Arizona 811

Appendix A

Arizona Revised Statute

Title 40 - Public Utilities and Carriers

Chapter 2 - Public Service Corporations Generally

Article 6.3 - Underground Facilities

40-360.32. One-call notification center membership; termination; designated representatives

D. When any person neglects or refuses to pay fees when due and is in arrears for two months, the one-call notification center may terminate the membership of that person without notice and may have a claim for fees and a separate claim for damages for breach of an ancillary agreement. The one-call notification center may refuse to reinstate any person's membership until that person's fee is paid in full.

Appendix B

Arizona Blue Stake dba Arizona 811 (AZ811)

Accounts Receivable Collection Policy

Effective May 1, 2007

Any AZ811 member whose account becomes past due by more than 90 days will be subject to termination of their membership. Once membership has been terminated:

- 1) Notification of impending excavations will cease and excavators will no longer be informed of the potential conflict of the terminated member's underground facilities on their job site;
- 2) Any damages to the terminated member's underground facilities that occur as a result of terminated membership will be the responsibility of the terminated member;
- 3) Any injuries to 3rd parties that occur as a result of terminated membership will be the responsibility of the terminated member;
- 4) The Arizona Corporation Commission will be notified and the terminated member could be subject to receive a citation of up to \$5,000 for each violation of the statute.

In order for membership to be reinstated, the following will be required:

- 1) Payment in full of all invoices that are due plus 1.5% interest per month for each month the payment was late more than 30 days;
- 2) Payment of a deposit equal to three months' worth of current assessments to be held until the account is kept current for a period of one full year following reinstatement;
- 3) Payment of a non-refundable fee equaling 25% of the terminated member's then current annual assessment.