



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):**

SunZia Transmission, LLC, a Delaware Corporation

***Project Title/Description:**

Data Sharing Agreement Between SunZia Transmission, LLC and Pima County, Arizona

***Purpose:**

To receive GIS data from SunZia regarding the location and extent of impacts to County owned and leased lands resulting from construction of its transmission line so that the County can determine SunZia's mitigation obligations for those impacts, as required by the Arizona Corporation Commission's Certificate of Environmental Compatibility for the SunZia Transmission Line Project (Decision No. 75464; Docket no. L-00000YY-15-0318-00171).

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The goal is to receive the necessary GIS data from SunZia to serve the purpose described above. The expected outcome is the receipt of that GIS data, which will allow the County to determine SunZia's mitigation obligations for impacts to County owned and leased lands.

***Public Benefit:**

The benefit will be the full and appropriate mitigation for impacts to County resources, which will ensure the value of those public resources is not degraded.

***Metrics Available to Measure Performance:**

The project will be completed and the contract will be deemed successful upon receipt of the GIS data necessary to serve the purpose described above.

***Retroactive:**

No

To: COB- 3.20-20
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(1)

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 20*115
Effective Date: 4/07/2020 Termination Date: 04/06/2025 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* 0.00 ☐ Revenue Amount: \$ _____

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

If Yes, attach the required form per Administrative Procedure 22-10.

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

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

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

County Administrator Signature/Date: C. R. Kellum 3/11/2020
(Required for Board Agenda/Addendum Items)

Pima County Office of Sustainability and Conservation

Project: Data Sharing Agreement between SunZia Transmission, LLC and Pima County, Arizona

Contractor: SunZia Transmission, LLC 3610 North 44th Street, Suite 250 Phoenix, AZ 85018

Amount: \$0.00

Contract No.: CTN-IT-20*115

I. PURPOSE

The purpose of this Data Sharing Agreement ("Agreement") is to provide SunZia Transmission, LLC (SunZia) and Pima County with the capability to share Geographic Information Systems (GIS) data.

II. OBJECTIVES

- A. To provide the guidelines for sharing GIS data.
- B. To cooperate in the sharing of GIS data to realize maximum operating efficiency. On request, SunZia will provide data to Pima County, and Pima County will provide SunZia with data on request as approved by the designated officials.
- C. To avoid duplication of effort in the collection of GIS data.
- D. To improve the accuracy of the GIS data.

III. TERMS OF MUTUAL AGREEMENT

SunZia and Pima County agree that:

- A. This Agreement does not convey an exclusive right to share data to either SunZia or Pima County with regard to sharing data. SunZia and Pima County are free to negotiate similar arrangements to share their respective data with other parties.
- B. Neither party may disclose to any third party any of the shared information they have received from the other party, except as required by law, unless the party that provided the data gives written permission to the party who received the shared data. This provision does not apply to public records requests, which are controlled by Section III(C) of this Agreement.
- C. **Public records requests.** SunZia acknowledges that Pima County has legal obligations under A.R.S. § 39-121 et seq. regarding public records in its custody. If SunZia reasonably believes that some of the data released to Pima County contains proprietary, trade-secret, or otherwise-confidential information, SunZia must prominently mark those data "CONFIDENTIAL." If a public-records request is submitted to Pima County for records marked CONFIDENTIAL, Pima County will notify SunZia of the request as soon as reasonably possible. Pima County will release the records 10 business days after the date

of that notice, unless SunZia has, within that period, secured an appropriate order from a court of competent jurisdiction enjoining the release of the records. Pima County will not be responsible for securing such an order, nor will Pima County be financially responsible for any costs associated with securing such an order.

IV. TERM OF AGREEMENT

This agreement has a term of five (5) years from the date of execution, at the end of which, it automatically expires, unless earlier terminated or extended. This agreement may be revised as necessary by mutual consent of the parties followed by the issuance of a written amendment signed and dated by the parties. This agreement may be terminated by either party at any time upon 30 days written advance notice to the other party. This agreement will be reviewed annually to verify whether to maintain the agreement in an active data status.

V. DATA TO BE SHARED

Data to be shared includes spatial digital data, including, but not limited to, imagery, digital spatial data in ArcGIS compatible formats, LiDAR, and other digital data sets as they become available. The parties will share, at a minimum, such data that each party deems necessary to determine 1) the geographic location of all activities related to the construction and maintenance of the SunZia Transmission Line Project that will occur on lands owned or leased by Pima County, 2) the inventory of biological and other natural resources located on or associated with lands owned or leased by Pima County where SunZia's activities will occur, 3) the scope and extent of likely impacts on such lands and resources that may result from SunZia's activities. Data to be shared does not include cultural resources information.

VI. TYPE OF ACCESS

Exchange of digital data covered under this agreement is by hard copy, DVD, CD-ROM, USB drive, portable hard drive, or via a secure FTP or HTTP site, or other method agreed to by both parties.

VII. CONFIDENTIALITY STATEMENT

A. Data Released by Pima County:

SunZia shall maintain confidentiality of information/data that is provided to it under this agreement by Pima County.

B. Data Released by SunZia:

Pima County shall maintain confidentiality of information/data that is provided to it under this agreement by SunZia to the extent permitted by law, and subject to the terms of Section III(C) of this Agreement.

VIII. COST RECOVERY

Information is to be shared at no cost between the parties.

IX. PARTY CONTACTS

A. SunZia points of contact are:

Agreement Manager: Martin Bailey, Real Property Manager
SunZia Transmission, LLC
3610 North 44th Street, Suite 250
Phoenix, AZ 85018
(602) 808-2004
MBailey@southwesternpower.com

GIS Manager: Craig Gordon
SunZia Transmission, LLC
3610 North 44th Street, Suite 250
Phoenix, AZ 85018
(602) 808-2004
CGordon@southwesternpower.com

B. Pima County points of contact are:

Agreement Manager: Dan Hunt, CIO
Pima County Information Technology Department
33 N Stone AV, 14th Floor
Tucson, AZ 85701
(520) 724-8113
Dan.Hunt@pima.gov

GIS Manager: Steve Whitney, GIS Manager
Pima County Information Technology Department
33 N Stone AV, 14th Floor
Tucson, AZ 85701
(520) 724-6729
Steve.Whitney@pima.gov

X. SPECIAL TERMS AND CONDITIONS

- A. Nothing herein shall or shall be construed to obligate Pima County to expend or enter into any contract or other obligation.
- B. This Agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

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XI. SIGNATURES

PIMA COUNTY

Chairman, Board of Supervisors

Date

SunZia Transmission, LLC, a Delaware
Corporation

Martin Bailey
Authorized Officer Signature

Martin Bailey RE. Mgr.
Printed Name and Title

3/9/2020
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Kell Olson
Deputy County Attorney

KELL OLSON

Print DCA Name

3/3/2020
Date

APPROVED AS TO CONTENT

Daniel C. Hunt
Department Head

03/05/2020
Date