

ASSOCIATE MEMBER AGREEMENT
FOR
ARIZONA BLUE STAKE, INC. dba ARIZONA 811

THIS ASSOCIATE MEMBER AGREEMENT ("Agreement") made as of this ____ day of _____, 2020, by and between ARIZONA BLUE STAKE, INC. dba ARIZONA 811 (hereinafter referred to as "THE COMPANY"), a non-profit organization, and _____ (hereinafter referred to as "ASSOCIATE MEMBER"). 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:

Name: _____

Title: _____

Company: _____

Address: _____

City, State Zip: _____

Phone No.: _____

Email: _____

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 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.

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:

By its _____

Signature _____

Printed Name _____

THE COMPANY:

ARIZONA BLUE STAKE, INC.
dba ARIZONA811

By its _____ President _____

X _____

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.

ARTICLES OF INCORPORATION

OF

ARIZONA BLUE STAKE, INC.

We, the undersigned, acting as Incorporates of a non-profit Corporation under the laws of the State of Arizona, do hereby adopt the following Articles of Incorporation:

FIRST: The name of this nonprofit Corporation is ARIZONA BLUE STAKE, INC.

SECOND: The purposes for which this Corporation is organized include the transaction of any and all lawful business for which nonprofit corporations may be incorporated, at any time, under the laws of the State of Arizona. This Corporation will be operated exclusively for civic purposes within the meaning of Section 501 © (4) of the Internal Revenue Code of 1954, and regulations applicable thereto, as they now exist, or as they may hereafter be amended.

THIRD: The character of activity which the Corporation initially intends to conduct in the State of Arizona is to protect and promote the welfare and safety of the community by rendering a service whereby persons intending to disturb the subsurface of the earth will be able to make one telephone call to notify participating utilities and ascertain the location of underground electric, telephone, gas, sewer, water and other facilities.

FOURTH: The Corporation is a nonprofit corporation and shall have Members divided into two classes: Principal Members and Associate Members. Initial Principal Members shall be Arizona Public Service Company, an Arizona corporation, Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona, and The Mountain States Telephone and Telegraph Company, a Colorado corporation. Additional Principal Members may be added from time to time if approved by the Corporation's Board of Directors. Associate Members shall be those parties who are parties to an Associate Member Agreement with the Corporation from time to time. No part of the income or profit of the Corporation shall ever inure to or for the benefit of or be distributable to its Officers, Directors or other private persons, except that the Corporation shall be empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the civic purpose for which it was formed. In the event of a dissolution or termination of existence of this corporation in the assets hereof shall be transferred to an entity conducting similar business, consistent with the provision of Section 501 of the Internal Revenue Code of 1954.

FIFTH: The name and address of the initial Statutory Agent of the Corporation is Charles R. Berry, 2002 East Osborn Road, Phoenix, Arizona 85016. The Corporation's initial known place of business is 3105 North Third Street, Phoenix, Arizona 85012.

SIXTH: The affairs of the Corporation shall be managed by a Board of Directors of not less than five persons, each of whom shall be a designated representative of a Member of the Corporation. The name and address of each of the persons who are to serve as Directors until the first annual meeting of the Members (other than Kim Lilly, who shall serve until the second annual meeting of the Members) or until his or her successor be elected and qualified, is:

Don Parlett
Salt River Project
P.O. Box 1980
Phoenix, AZ 85001
Phoenix, AZ 85012

Henry L. Moschetti
Mountain Bell
3033 North Third Street
Room 806B

Jerry Human
Arizona Public Service
P.O. Box 21666
Phoenix, AZ 85036

Kim C. Lilly
American Cable Television
1717 West Northern Avenue, Suite 105
Phoenix, AZ 85012

Lyle Orr
City of Phoenix
3045 South 22 Avenue
Phoenix, AZ 85009

The Board of Directors shall consist of one designated representative from each Principal Member (the "Principal Member Directors") and two at-large representatives elected by the Associate Members (the "At-Large Directors"). Each At-Large Director shall be elected for a two-year term, and one Member shall be elected annually by the Associate Members in accordance with the Bylaws of the Corporation. The Board of Directors shall have the right to increase and decrease the number of Directors of the Corporation, provided that the number of Directors shall not be less than five, and shall have the right to fill any vacancy in the Board of Directors in the manner provided by the Bylaws. The Board of Directors shall have full power to adopt, alter, and amend the Bylaws and to make rules and regulations for the transaction of the affairs of the Corporation. Any matter submitted to a vote of the Board of Directors shall require a majority vote, provided that such majority includes a majority vote of the Principal Member Directors in attendance at the meeting.

SEVENTH: These Articles of Incorporation or any part hereof may be amended, subject to final approval by the Board of Directors, by (a) the affirmative vote of at least two-thirds of the Members of the Corporation at any regular meeting of the Corporation or at any meeting called for that purpose, or (b) the unanimous written consent of all of the then duly qualified Members of the Corporation.

EIGHTH: A principal member may withdraw from this corporation upon giving ninety (90) days written notice of its intention to do so. Associate members may withdraw as set forth in the Bylaws. Upon withdrawal, the withdrawing member shall have no further liability or obligation to contribute money or otherwise take part in the affairs of this corporation.

NINTH: The power of indemnification granted under the Arizona Revised Statutes, as they may be amended from time to time, shall not be limited by the Bylaws of the Corporation.

TENTH: The name and address of each Incorporate is:

Don Parlett
Salt River Project
P.O. Box 1980
Phoenix, AZ 85001

Henry L. Moschetti
Mountain Bell
3033 North Third St.
Room 806B
Phoenix, AZ 85012

Jerry Human
Arizona Public Service Co.
P.O. Box 21666
Phoenix, AZ 85036

ELEVENTH: To the fullest extent permitted by the provisions of Title 10, of the Arizona Revised Statutes, as the same exists or may hereinafter be amended, no person who serves as a director of the corporation shall be liable to the corporation, or its stockholders, or member directors, for monetary damages arising from a breach of the fiduciary duty of care owed to the corporation as a director.

DATED: November 27, 1984

BYLAWS OF

ARIZONA BLUE STAKE, INC. dba ARIZONA 811

ARTICLE I

Purpose

- 1.01. The primary purpose of this Arizona nonprofit Corporation shall be to operate a Call Center which will provide information service to the public within the entire state of Arizona enabling persons to make one telephone call to notify utilities and other Participating Members of intended trenching, excavation, drilling, blasting or otherwise disturbing the earth surface (“Proposed Work”) and enabling the Participating Member Parties to identify underground facilities and prevent injury and interruption of service to the public.

ARTICLE II

Corporation Articles

- 2.01. References Thereto. Any reference herein made to the Corporation’s Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission, together with any and all certificated filed by the Corporation with the Arizona Corporation Commission pursuant to applicable law.
- 2.02. Seniority Thereof. The Articles will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the Articles, and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency, which may then exist.

ARTICLE III

Corporation Offices

- 3.01 Known Place of Business. The known place of business of the Corporation in the State of Arizona shall be the office of its Statutory Agent unless otherwise designated in the Articles. The Corporation may have such other offices either within or without the State of Arizona, as the Board of Directors may designate or as the business of the Corporation may require from time to time.
- 3.02 Change Thereof. The known place of business and the office of its Statutory Agent may be changed from time to time by the Board of Directors by filing a statement with the Arizona Corporation Commission pursuant to applicable law.

ARTICLE IV

Membership

- 4.01. Classes of Members. This Corporation shall have two classes of Members: Principal Members and Associate Members.
- 4.02. Principal Members. The Initial Principal Members shall be: Arizona Public Service Company, Salt River Project, Agricultural Improvement and Power District, and The Mountain States Telephone and Telegraph Company. Additional Principal Members may be admitted by a simple majority vote of the Corporation's Board of Directors. Principal members may withdraw as set forth in the Articles of Incorporation.
- 4.03. Associate Members. Associate Members shall be those entities or persons who: (a) execute an "Associate Member Agreement" with the Corporation; and (b) pay the fees provided by the Associate Member Agreement as they become due. Any Associate Member who is delinquent in paying any amounts required by an Associate Member Agreement shall have no voting rights and will be subject to termination of their membership.
- 4.04. Termination of Associate Membership. An Associate Member Agreement may be terminated by a participating Associate Member upon 30 days' written notice to the Corporation, or by the Corporation upon 30 days' written notice to the participating Associate Member.
- 4.05. Other Participant Agreements.
- (a) Limited Basis Participants (LPB). Limited Basis Participants shall be those entities or persons who (a) are an irrigation district, electrical district, or other underground facility operator that has less than one thousand customers; (b) execute a "Limited Basis Participant Agreement" with the Corporation; and (c) pay the fees provided by the "Limited Basis Participant Agreement" as they become due. Limited Basis Participants shall have no voting rights. Any Limited Basis Participant who is delinquent in paying any amounts required by a "Limited Basis Participant Agreement" will be subject to termination of their agreement.
 - (b) Termination of Limited Basis Participants (LBP). A Limited Basis Participant Agreement may be terminated by a Limited Basis Participant upon 30 days' written notice to the Corporation, or by the Corporation upon 30 days' written notice to the participating Limited Basis Participant
 - (c) Other Participant Agreements. Other Participant Agreement categories can be added from time to time as required by legislative changes or to accommodate business need.
- 4.06 Annual Meetings. An annual meeting of the Members shall be held on the third Thursday in February of each year, commencing with the year 1985, at a time and place determined by the Board of Directors. At the annual meeting, Associate Members shall elect one At-Large Member of the Board of Directors to serve for a two-year term and Members shall transact such other business as may be properly brought before the meeting or as may be required by law. If any annual meeting is for any reason not held on the date determined as set forth above, a deferred annual meeting may thereafter be called and held in lieu thereof, at which the same proceedings (including the election of officers) may be conducted. Any Director

elected at any annual meeting, deferred annual meeting or special meeting will continue in office until the election of his successor, subject to his earlier resignation.

- 4.07. **Special Meetings.** Special meetings of the Members may be held whenever and wherever called for by the Board of Directors, or by not less than 30% of the Members.
- 4.08. **Notices.** Not less than ten (10) nor more than fifty (50) days (inclusive of the date of meeting) before the date of any meeting of the Members and at the direction of the person or persons calling the meeting, the Secretary of the Corporation will cause a written notice setting forth the time, place and general purposes of the meeting to be distributed to the Members by such method as the Board of Directors shall deem appropriate. Notice of any meeting at which an amendment of the Corporation's Articles of Incorporation will be considered shall be given at least thirty (30) days prior to the meeting.
- 4.09. **Proxies.** Any Member entitled to vote thereat may vote by proxy at any meeting of the Members (and at any adjournment thereof) which is specified in such proxy, provided that his Proxy is executed in writing by such Member or his duly authorized attorney-in-fact.
- 4.10. **Voting.** Except for the election of At-Large Directors which will be governed by cumulative voting pursuant to applicable law) and except as may otherwise be required by the Corporation's Articles, these Bylaws or by statute, each Member will be entitled to one vote on each matter submitted to a vote of the Members at any meeting. Unless otherwise required by the Corporation's Articles or by applicable law, any question submitted to the Members will be resolved by a majority of the votes cast thereon, provided that such votes constitute a majority of the quorum of that particular meeting, whether or not such quorum is then present. Voting will be by ballot on any question as to which a ballot vote is demanded prior to the time the voting begins, by any person entitled to vote on such question; otherwise, a voice vote will suffice. Each matter approved by the Members (other than the election of At-Large Directors) must also be approved by the Board of Directors.
- 4.11. **Quorum.** At any meeting of the Members, the presence in person or by proxy of a majority of the Members of the Corporation entitled to vote at the meeting as well as a majority of the Principal Members will constitute a Quorum of the Members for all purposes. In the absence of a Quorum, any meeting may be adjourned from time to time by its Chairman, without notice other than by announcement at the meeting, until a Quorum is formed. At any such adjourned meeting at which a Quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed. Once a Quorum has been formed at any meeting, the Members from time to time remaining in attendance may continue to transact business until adjournment, notwithstanding the prior departure of enough Members to leave less than a Quorum. If an adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.
- 4.12. **Organization and Conduct of Meetings.** Each meeting of the Members will be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one; or, if not, or the Chairman of the Board is absent or so requests, then by the President; or if both the Chairman of the Board and the President are unavailable, then by such other Officer of the Corporation of such Member as may be appointed by the Board of Directors. The Corporation's Secretary will act as Secretary of each meeting of the Members; in his or her absence the Chairman of the meeting may appoint any person (whether a Member or not) to act as Secretary for the meeting.
- 4.13. **Member Approval or Ratification.** The Board of Directors may submit any contract or act for approval or ratification of the Members, either at a duly constituted meeting of the Members or by unanimous

written consent to corporate action without a meeting pursuant to Section 4.14 below. If any contract or act so submitted is approved or ratified by a majority of the votes cast thereon at such meeting or by such unanimous written consent, and if such contract is approved by the Board of Directors, the same will be valid and as binding upon the Corporation and all of its Members as it would be if it were the act of the Members.

- 4.14. **Informalities and Irregularities.** All informalities or irregularities in any call or notice of a meeting of the Members or in the areas of Proxies, Quorums, voting and similar matters, will be deemed waived if no objection is made at the meeting.
- 4.15 **Action by Members Without a Meeting.** Any action required or permitted to be taken at a meeting of the Members of the Corporation may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of the Members of the Corporation at a meeting duly called and noticed.

ARTICLE V

Call Center

- 5.01. **Maintenance of Call Center.** The Corporation shall maintain a call center previously established by the Principal Members (the "Call Center"), at which there is and shall remain installed or placed in use such telephone, telephone answering, recording and other equipment as the Corporation may deem appropriate to effectuate the purposes of the Corporation.
- 5.02. **Identifications of Service.** Each Member will provide to the Call Center such maps or such other record information as will accurately identify the service area boundaries of such Member's facilities. Each Member shall keep such information current, and will supply to the Corporation such additional identifying information, as the Corporation shall request from time to time.
- 5.03. **Designated Telephone Number.** A telephone number ("Designated Telephone Number") shall be maintained at the Call Center to which calls may be placed by those persons, firms, corporations and other entities intending to carry on Proposed Work. The Designated Telephone Number shall be listed by each Member under its respective name in each telephone directory in the area in which its respective name appears; however, when accepting calls placed to the Designated Telephone Number only the Corporation will be identified.
- 5.04. **Call Records.** All calls to the Designated Telephone Number accepted by the Call Center shall be sequentially numbered. Each such call shall also be recorded and the recording shall identify the time the call was received.
- 5.05. **Data Transfer System.** The Members will be notified by the Call Center of information received from calls which are accepted at the Call Center by means of a data transfer system during scheduled operating hours as soon as may be reasonably practical after receipt thereof. The Call Center may also, at such times as may be appropriate and practicable to do so, communicate by telephone to a Member notification of information received from telephone calls placed to the Designated Telephone Number.
- 5.06. **Automatic Telephone Answering Equipment.** At times during which the Call Center is not accepting calls placed to the Designated Telephone Number, automatic telephone answering equipment may be

approved for use to answer calls by requesting the caller to replace the call during the next scheduled operating hours or, if such hours are inconvenient or if more prompt attention is required, to determine and contact directly each Member that may have facilities in the vicinity of the Proposed Work.

- 5.07. **Message Equipment.** Each Member shall maintain, at such of their respective business offices as may be selected by them, equipment to receive messages dispatched by the Call Center.
- 5.08. **Protection of Utility Facilities.** Each Member shall be individually responsible to the public for taking such action, as it may deem necessary to protect its respective utility facilities.
- 5.09. **Retention Time of Records and Messages.** The call records made pursuant to Section 5.04 of these Bylaws and the messages dispatched pursuant to Section 5.05 of these Bylaws shall be preserved for a period of at least three years. Written notice shall be given to all Members prior to disposing of any such records or messages. Any Member requesting that any such recording or message be retained for a period of time in excess of three years shall be responsible for such retention or shall pay the costs thereof. Any such records or messages shall be made available to any Member requesting the same.

ARTICLE VI

Operating Costs

- 6.01. **Responsibility for Costs.** The Members shall be responsible for the costs and expenses incurred or to be incurred in the operation or maintenance of the Call Center, but the foregoing is not intended, and shall not be construed, to benefit any creditor of, or claimant against, the corporation, nor in any way to make the members liable for the debts, liabilities or obligations of the corporation. An annual budget shall be established and approved by the Board of Directors and the Member payments to the corporation for its cost and expenses shall be based on such a budget. The budget may be amended or revised by the Board of Directors, from time to time, as required due to the reasonable requirements of the business of the corporation. Each Member shall pay that portion of the total costs determined by the then current formula approved by the Board of Directors considering all relevant criteria; such costs and expenses shall include, without limitation, the following:
- (a) The cost of leasing, renting, purchasing or otherwise providing space for the location and operation of the Call Center, such cost to be determined in accordance with approved practices in allocating total cost per building on a square-foot basis, including supervision, cleaning and utilities.
 - (b) The cost of leasing, renting, purchasing or otherwise providing any equipment associated with the Call Center.
 - (c) Any mileage or loop charges and charges for telephone or other communication service directly associated with the operation of the Call Center.
 - (d) Wages and salaries and loadings and overheads associated with the operation and maintenance of the Call Center, including billing and collection.
 - (e) Any other costs incurred in obtaining labor and services directly associated with the operation or maintenance of the Call Center not covered by Paragraph (d).

- (f) Any taxes or levies directly associated with the Call Center and the cost of any licenses or permits required for the operation or maintenance of the Call Center.
- (g) Any cost directly associated with the storage, retention or preservation of records relating to the Call Center.
- (h) The premiums for any insurance agreed to by the Corporation to be carried respecting the operation and maintenance of the Call Center.
- (i) Any other cost or expense incurred or to be incurred in connection with the furnishing of supervision, labor, transportation, material, equipment, supplies and services for the Call Center.
- (j) Any advertising costs for the Corporation.

6.02. **Equipment.** Certain equipment has been purchased specifically for and placed in use at the Call Center, and additional or replacement equipment may be purchased by the Corporation specifically for use at the Call Center. If such equipment has been or will be purchased specifically for use at the Call Center, cost thereof shall be shared by the Members as determined by the Board of Directors. If such equipment has been or will be furnished by one of the Members, the ownership of such equipment shall remain in the Member furnishing such equipment; provided, however, that a reasonable payment to be agreed upon by the Board of Directors shall be made in respect thereof to whichever of the Principal Members has furnished or will furnish such equipment.

6.03. **Annual Assessments.** The budgeted costs and expenses incurred in the operation and maintenance of the Call Center, as set forth in Section 6.01 above, shall be determined annually (the "Assessment Year"). The amount so determined shall be divided among the Members according to the then current formula approved by the Board of Directors to determine the net share of expenses for the Assessment Year to be allocated to each Member. Any formula adopted by the Board of Directors shall reasonably apportion the costs and expenses of the Call Center, taking into account such factors as may be deemed appropriate by the Board of Directors. Such net share of budgeted expenses shall be further adjusted to take into account the payments provided for in Section 6.02 of this Agreement, to determine the invoices to be rendered to the Members. Such invoices shall be due upon receipt. Each Member shall be provided an itemized report showing in reasonable detail the basis of the assessments, and such assessment to be subject to audit by any Member at such Member's expense. The Corporation shall provide each Member with a copy of an annual audit of actual expenses for the year.

6.04. **Member Expenses.** Members shall be individually responsible for all costs and expenses incurred in the establishment, operation and maintenance of data transfer and telephone equipment on their respective premises to receive notification of information dispatched by the Call Center, including without limitation the costs of providing, leasing or renting and the cost of utilizing data transfer, telephone and other equipment and any mileage and loop charges associated therewith, and in carrying on any activities associated with individual advertising of the Designated Telephone Number, including the listing thereof as provided in Section 5.03 or these bylaws.

6.05. **Cost Schedules.** Operation and maintenance costs incurred shall be established for the Call Center by the Corporation's Board of Directors. At least once in each year the Board of Directors shall make an economic and equitable evaluation of the Call Center, its operation, liabilities and performance. The Board may initiate cost adjustments at any time.

ARTICLE VII

Fiscal Year

7.01. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE VIII

Board of Directors

8.01. **Membership.** The property, affairs, activities, and concerns of the Corporation shall be vested in a Board of Directors consisting of not less than five (5) nor more than nine (9) Members. The Members of the Board shall, upon election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected and qualified. The Board of Directors shall have one Member appointed by each Principal Member (the "Principal Member Directors") and two At-Large Members (the "At-Large Directors") who shall be elected for staggered two-year terms by the Associate Members. Election of one of the At-Large Members of the Board of Directors will regularly take place at each annual meeting of the Members, but such election may be held at any other meeting of the Members. The Board will have the power to increase or decrease its size and to fill any vacancies which may occur in its membership, whether resulting from an increase in the size of the Board or otherwise, pending the next annual meeting of the Members.

8.02. **Election of Directors and Term.** At the annual meeting of the Corporation, one At-Large Director shall be elected to service for a term of two years. Each Associate Member shall be entitled to one vote for the At-Large Director to be elected and the candidate receiving the highest number of the votes cast shall be declared elected.

8.03. **Power and Duties.** The Board of Directors may:

- (a) Hold meetings at such times and places as it deems proper;
- (b) Appoint committees on particular subjects from the Members of the Board;
- (c) Audit bills and disburse the funds of the Corporation;
- (d) Print and circulate documents, publish articles; and otherwise create publicity for the Corporation's work;
- (e) Carry on correspondence and communicate with other associations interested in promoting purposes similar to that of the Corporation;
- (f) Employ agents; and
- (g) Do any and all other acts and things which it may decree necessary or appropriate to promote the objectives of the Corporation.

8.04. **Absence.** Should any Member of the Board of Directors be absent unreasonably from three consecutive meetings of the Board without sending a communication to the President or Secretary stating his

reason for so doing, or if his excuse should not be accepted by the Members of the Board, his seat on the Board may be declared vacant and the Board may immediately fill the vacancy.

- 8.05. **Removal of Directors.** Any one or more of the At-Large Directors may be removed either with or without cause by a vote of two-thirds (2/3) of the remaining Members of the Board present at any regular or special meeting called for that purpose. Any one or more of the Principal Member Directors may be removed either with or without cause by a unanimous vote of the remaining Principal Member Directors.

ARTICLE IX

Meetings

- 9.01 **Regular Meetings.** A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of Members in each year. Regular meetings of the Board of Directors shall be held not less than three other times during each fiscal year. At the annual meeting, the Board shall elect Officers for the ensuing year, receive reports, and transact other business.
- 9.02. **Special Meetings.** The President may, when he deems necessary, or the Secretary shall, at the request in writing of one-third (1/3) of the Members of the Board, call a special meeting of the Board. No business other than that specified in the notice of meeting shall be transacted in any special meeting.
- 9.03. **Notices.** No notice need be given of regular meetings of the Board of Directors. Written notice of the time and place and the purpose or purposes of any special meeting will be given to each Director in such manner as shall be deemed appropriate by the Board. Any Director may waive call or notice of any meeting (and any adjournment thereof) at any time before, during which or after it is held. Attendance of a Director at any meeting will automatically evidence his waiver of call and notice of such meeting (and any adjournment thereof) unless he is attending the meeting for the express purpose of objecting to the transaction of business because the meeting has not been properly called or noticed.
- No call or notice of a meeting of Directors will be necessary if each of them waives the same in writing or by attendance. Any meeting once properly called and noticed (or as to which call and notice have been waived) and at which a Quorum is formed, may be adjourned to another time and place by a majority of those in attendance.
- 9.04 **Quorum.** A Quorum for the transaction of business at any meeting or adjourned meeting of the Board of Directors will consist of a majority of those then in office, as well as a majority of Principal Member Directors representing the Principal Members.
- 9.05. **Voting.** Any question submitted to any meeting or adjourned meeting of the Board of Directors will be resolved by a majority of the votes cast thereon provided that such majority includes a majority vote of the Principal Member Directors.
- 9.06. **Executive Committee.** The Board of Directors may, by resolution adopted by a majority of the whole Board, which includes a majority of the Principal Member Directors, name one or more of its Members as an Executive Committee. Such Executive Committee will have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation while Board is not in session, subject to such limitations as may be included in the Board's resolution; provided, however, that such Executive Committee shall not have the authority of the Board of Directors in reference to the following

matters: (1) the filling of vacancies on the Board of Directors; or (2) the amendment or repeal of the Articles or Bylaws, or the adoption of new Articles or Bylaws. A majority of those named to the Executive Committee will constitute a Quorum.

- 9.07. **Other Committees.** The Board of Directors may from time to time, by resolution adopted by a majority of the whole Board, appoint other standing or temporary committees from its membership and vest such committees with such powers as the Board may include in its resolution; provided, however, that such committees shall be restricted in their authority as specifically set forth with respect to the Executive Committee in Section 9.06 above. A majority of those named to any such committees will constitute a Quorum.
- 9.08. **Presumption of Assent.** A director of the Corporation who is present at a meeting of the Board of Directors, or of any committee, at which action is taken on any corporate matter will be presumed to have assented to the action taken unless his dissent is entered in the minutes of the meeting or unless he files his written dissent to such action with the person acting as Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent will not be available to a Director who voted in favor of the action.
- 9.09. **Compensation.** The Corporation shall not pay any expenses, salary or any other remuneration to any Director.
- 9.10. **Action by Directors Without a Meeting.** Any action required or permitted to be taken at a meeting of the Board of Directors or of a Committee of the Corporation may be taken without a meeting if all Directors or Committee Members, as the case may be, consent thereto in writing. Such consent shall have the same effect as a unanimous vote of the Directors or Committee Members of the Corporation.
- 9.11. **Meetings by Conference Telephone.** Any Member of the Board of Directors or a Committee of the Corporation may participate in any meeting thereof by means of a conference telephone or similar communication equipment whereby all Members participating in such meeting can hear one another. Such participation shall constitute attendance in person, unless otherwise stated as provided in Section 9.03 above.

ARTICLE X

Officers

- 10.01. **Elections and Appointments.** The Board of Directors will elect or appoint the Officers of the Corporation, including (if they choose to have one) the Chairman of the Board. Such election or appointment will regularly take place at each annual meeting of the Board of Directors, but election of Officers may be held at any other meeting of the Board. A Person elected or appointed to any office will continue to hold that office until the election or appointment of his successor, subject to action earlier taken pursuant to Article XII below. Any two or more offices may be held by the same person except for the office of President and Secretary.
- 10.02. **Additional Appointments.** In addition to the Officers contemplated in Article XI below, the Board of Directors may appoint other corporate or divisional Officers having such authority to perform such duties as may be prescribed from time to time by the Board of Directors, by the President or, in the case of assistance officers (as, for example, one or more assistant secretaries), by his or their superior officers (which, in the foregoing example, would be the Secretary). Each of such assistant officers (in the order designated by the

Board) will be vested with all of the powers and charged with all of the duties (including those herein specifically set forth) of his superior officer in the event of such superior officer's absence or disability.

- 10.03. Removal or Delegations. The Board of Directors may, whenever in its judgment the best interests of the Corporation will be served thereby, remove any Officer or Agent of the Corporation or temporarily delegate his powers and duties to any other Officer or to any Director. Such removal or delegation shall be without prejudice to the contract rights, if any, of the person so removed or whose powers and duties have been delegated. Election or appointment of an officer or agent shall not of itself create contract rights.

ARTICLE XI

Specific Officers

- 11.01. President. The President shall preside at all meetings of the Board of Directors. He shall also, at the annual meeting of the Board, and such other times as he deems proper, communicate to the Board of Directors such matters and make such suggestions as may in his opinion tend to promote the prosperity and welfare and increase the usefulness of the organization and shall perform such other duties as are necessarily incident to the office of President.
- 11.02. Vice-President. The Vice-President shall perform all duties delegated to him by the President and shall perform the duties of the President in his absence or inability to act.
- 11.03. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors. He shall keep all records of this Corporation, other than the current Treasurer's books, and carry out such other duties as usually pertain to his office. He shall be responsible for notifying all Members of the Board of Directors of the time and place of Board meetings. He shall keep the roll at all meetings and shall assist all Officers in necessary correspondence.
- 11.04. Treasurer. The Treasurer shall pay all bills approved by the Board of Directors and shall make report of the financial condition of the Corporation upon request of the Board of Directors. He shall be responsible for collecting the monies owed the Corporation and shall keep an account of all monies received and expended for use of the Corporation, make disbursements as directed by the Board of Directors; and deposit all sums received in a bank or banks approved by the Board of Directors. He shall make an annual report for each fiscal year concerning the financial condition of the organization and shall perform such other duties commonly associated with the office of Treasurer.

ARTICLE XII

Resignations and Vacancies

- 12.01. Resignations. Any Director, Committee Member or Officer may resign from his office at any time by written notice delivered or addressed to the Corporation at its known place of business. Any such resignation will be effective upon its receipt by the Corporation unless some later time is fixed in such notice, and then from that time; the acceptance of a resignation will not be required to make it effective.

12.02. Vacancies. If the office of any Director, Committee Member or Officer becomes vacant by reason of his death, resignation, disqualification, removal or otherwise, the Board of Directors may choose a successor to hold office for the unexpired term; provided that a successor to any Principal Member Director shall be appointed by the Principal Member.

ARTICLE XIII

Indemnification

13.01. Member Indemnification. Each Member shall be responsible for locating and marking its own underground facilities pursuant to telephone call notification by the Call Center and shall indemnify any of the other Members and their officers, agents, employees or servants, and hold them harmless from any and all damages, expenses or costs including attorneys' fees, and any and all claims, demands or suits on account of injury or death of any person, damage to real or personal property or any other injury or damage howsoever arising in any manner out of the performance or nonperformance or any work or obligation undertaken by or imposed upon such Member.

13.02. Arizona 811 Center Indemnification. Each member, including Principal Members, shall be responsible for locating and marking its own underground facilities pursuant to telephone call notification of the Call Center. Further, each Member shall defend, indemnify, protect and hold harmless the company, Arizona Blue Stake, Inc. dba Arizona 811, its agents, employees, successors, and assignees, from and against all losses, damages, injuries, claims demands and expenses, including but not limited to damages to property, personal injuries and death arising out of services provided by the Member, regardless of where, how and by whom such damages and/or injuries and/or death are caused. No Member shall institute or maintain any suit or suits or other legal or quasi-legal proceedings against Arizona Blue Stake, Inc. dba Arizona 811 as a result of losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, including but not limited to, damages to property, injury and death arising out of services provided by that Member.

(Amendment dated 7/14/92.)

ARTICLE XIV

Insurance

14.01. The corporation shall maintain public liability and property damage insurance which will fully protect Members from and against all losses, liabilities, claims, demands, payments, actions, legal proceedings, recoveries, judgments, costs, expenses, attorneys' fees, orders and decrees of every nature and description brought or recovered against or incurred by any Member by reason of any action or failure to act, whether solely negligent or otherwise, by the Corporation, its employees, agents or contractors, in carrying out the Corporation's business. The minimum limits of such insurance shall be \$100,000 for injury or death of any person, \$300,000 aggregate, and \$300,000 property damage per occurrence and statutory limits for Worker's Compensation Insurance.

ARTICLE XV

Seal

15.01. The Board of Directors may provide for a Seal of the Corporation, which will have inscribed thereon the name of the Corporation, the state and year of its incorporation and the words "Corporate Seal".

ARTICLE XVI

Order of Business

16.01. Unless otherwise covered in these Bylaws, Roberts' Rule of Order shall govern all meetings.

ARTICLE XVII

Non-Discrimination

17.01 The operations of this Corporation shall forever be non-discriminatory against any and all people on the basis or race, color, religion, creed, national origin, or sex.

ARTICLE XVIII

Amendments

18.01 These Bylaws may be altered, amended, supplemented, repealed, or temporarily or permanently suspended, in whole or in part, or new Bylaws may be adopted, at any duly constituted meeting of the Board of Directors (the notice of which meeting either includes mention of the proposed action relative to the Bylaws or is waived pursuant to Section 9.03 above or, alternatively, unanimous written consent to corporate action without a meeting of the Board of Directors pursuant to Section 9.10 above). If however, any such action arises as a matter of necessity at any such meeting and is otherwise proper, no notice thereof will be required.

ARIZONA 811 MEMBERSHIP INFORMATION

For AZ811 Internal
Use Only
Registration Code(s) :

Date Rec'd:

1) **Company Name:** City of Glendale, AZ - Street Lighting Program

2) **Company Voting Representative to Arizona 811 Elections:**

Name: John Henny
Address: 6210 W Myrtle Avenue #112
Glendale, AZ 85301
Phone: Office - (623) 930-2716 **Cell -** (623) 640-1107
Fax: _____
Email: jhenney@glendaleaz.com

3) **Person to notify during business hours with excavation notices or other daily business (If more than one department please use additional area on page 2 to complete for each department):**

Name: Mike Sills-Trausch **Department (#1):** Transportation Dept, Street Lighting Prog
Address: 6210 W Myrtle Avenue #112
Glendale, AZ 85301-1700
Phone: Office - (623) 930-2019 **Cell -** (602) 332-3053
Fax: _____
Email: msills@glendaleaz.com

4) **Person responsible for payment of your invoices:**

Name: Mike Sills-Trausch
Address: 6210 W Myrtle Avenue #112
Glendale, AZ 85301-1700
Phone: Office - (623) 930-2019 **Cell -** (602) 332-3053
Fax: _____
Email: msills@glendaleaz.com

5) **Your Company's business hours to receive notices:** Always

6) **Your Company's emergency phone number after working hours:** Russel Young, Fluoresco Lighting and Signs, 602-909-3681

7) **When marking your facilities, what initials will you use to identify your markings?** GSL

8) **List of underground facility types you own/operate and will be marking under this membership: (if communications or CATV, please indicate if you have fiber optics facilities)**

Street Lights

9) **Membership:** () Associate or () Limited Basis Participant (LBP)

9a) **If an Associate Member, what type of receiving device will you be using:**

- () UtiliSphere (Web portal made available by AZ811)
- () E-mail address flcservicephx@fluoresco.com and msills@glendaleaz.com
- () Other: _____

9b) **Will we be transmitting notices to more than one site for you?** Yes () No ()

10) **How do you plan to provide your geographic service area information?**

- () Will draw it using AZ811 on-line mapping tools on AZ811 website.
- () Will import shape file on AZ811 website.
- () Will provide electronic data in shape file format to AZ811 for import.

11) **Person responsible for maintaining your electronic geographic area in the AZ811 system (area in which you own/operate underground facilities):**

Name: David Winters
Address: 6210 W Myrtle Avenue #112
Glendale, AZ 85301-1700
Phone: Office - (623) 930-2946 **Cell -** (602) 337-7446
Fax: _____
Email: dwinters@glendaleaz.com

12) **Your company's web page address:** https://www.glendaleaz.com/velocity_services/transportation_services/streetlights/street_light_manual_guidelines

Continuation of contact information for additional departments – if applicable

Person to notify during business hours with excavation notices or other daily business

Department (#2): _____

Name: _____

Address: _____

Phone: Office - _____ **Cell -** _____

Fax: _____

Email: _____

Person to notify during business hours with excavation notices or other daily business

Department (#3): _____

Name: _____

Address: _____

Phone: Office - _____ **Cell -** _____

Fax: _____

Email: _____

Person to notify during business hours with excavation notices or other daily business

Department (#4): _____

Name: _____

Address: _____

Phone: Office - _____ **Cell -** _____

Fax: _____

Email: _____

Person to notify during business hours with excavation notices or other daily business

Department (#5): _____

Name: _____

Address: _____

Phone: Office - _____ **Cell -** _____

Fax: _____

Email: _____

Person to notify during business hours with excavation notices or other daily business

Department (#6): _____

Name: _____

Address: _____

Phone: Office - _____ **Cell -** _____

Fax: _____

Email: _____

ARIZONA 811 MEMBERSHIP INFORMATION

For AZ811 Internal
Use Only
Registration Code(s):

Date Rec'd:

1) Company Name: City of Glendale

2) Company Voting Representative to Arizona 811 Elections:

Name: Stin Weber
Address: 6210 W Myrtle Ave
Phone: Office - (623) 930-2743 Cell - (623) 695-8046
Fax: _____
Email: sweber@glendaleaz.com

3) Person to notify during business hours with excavation notices or other daily business
(If more than one department please use additional area on page 2 to complete for each department):

Name: Darrell Albios Department (#1): ITS - fiber optic communications
Address: 6210 W Myrtle Ave
Phone: Office - (623) 930-2662 Cell - (623) 738-5680
Fax: _____
Email: dalbios@glendaleaz.com

4) Person responsible for payment of your invoices:

Name: Stin Weber
Address: 6210 W Myrtle Ave
Phone: Office - (623) 930-2743 Cell - (623) 695-8046
Fax: _____
Email: sweber@glendaleaz.com

5) Your Company's business hours to receive notices: 6:00 am to 2:30 pm

6) Your Company's emergency phone number after working hours: 623-692-6283

7) When marking your facilities, what initials will you use to identify your markings? COGTS and COBFO

8) List of underground facility types you own/operate and will be marking under this membership:
(if communications or CATV, please indicate if you have fiber optics facilities)

fiber optic communications, electrical, and traffic signal facilities

9) Membership: () Associate or () Limited Basis Participant (LBP)

9a) If an Associate Member, what type of receiving device will you be using:

- () UtiliSphere (Web portal made available by AZ811)
- () E-mail address _____
- () Other: _____

9b) Will we be transmitting notices to more than one site for you? Yes () No ()

10) How do you plan to provide your geographic service area information?

- () Will draw it using AZ811 on-line mapping tools on AZ811 website.
- () Will import shape file on AZ811 website.
- () Will provide electronic data in shape file format to AZ811 for import.

11) Person responsible for maintaining your electronic geographic area in the AZ811 system (area in which you own/operate underground facilities):

Name: Darrell Albios
Address: 6210 W Myrtle Ave
Phone: Office - (623) 930-2662 Cell - (623) 738-5680
Fax: _____
Email: dalbios@glendaleaz.com

12) Your company's web page address: _____

Continuation of contact information for additional departments – if applicable

Person to notify during business hours with excavation notices or other daily business

Department (#2): Traffic Signals

Name: Stand-by

Address: 6210 W Myrtle Ave

Phone: Office - _____ **Cell -** (623) 692-6283

Fax: _____

Email: _____

Person to notify during business hours with excavation notices or other daily business

Department (#3): _____

Name: _____

Address: _____

Phone: Office - _____ **Cell -** _____

Fax: _____

Email: _____

Person to notify during business hours with excavation notices or other daily business

Department (#4): _____

Name: _____

Address: _____

Phone: Office - _____ **Cell -** _____

Fax: _____

Email: _____

Person to notify during business hours with excavation notices or other daily business

Department (#5): _____

Name: _____

Address: _____

Phone: Office - _____ **Cell -** _____

Fax: _____

Email: _____

Person to notify during business hours with excavation notices or other daily business

Department (#6): _____

Name: _____

Address: _____

Phone: Office - _____ **Cell -** _____

Fax: _____

Email: _____