

AGREEMENT FOR THE PLACEMENT OF SURVEILLANCE EQUIPMENT

This Agreement for the Placement of Surveillance Equipment (this “Agreement”) is entered into this January 8, 2020 (the “Effective Date”) by and between Arizona Public Service Company, an Arizona corporation (“APS”) and Pinal County, a political subdivision of the State of Arizona (“Pinal County”). Each of APS and Pinal County may individually referred to as a “Party” and collectively as the “Parties” in this Agreement.

RECITALS

- A. Pursuant to that certain APS Solar Communities Program Agreement (Rural Government Municipality) executed by and between the Parties as of October 23, 2019, APS is the owner and operator of a solar photovoltaic generation facility (the “System”) installed at Pinal County’s facility located at 971 Jason Lopez Circle in Florence, Arizona (the “Property”).
- B. Pinal County is a governmental entity charged with official duties imposed by law, and therefore desires to place surveillance devices (the “Equipment”) at the Property to conduct lawful surveillance of suspected unlawful activity.
- C. APS is willing to allow Pinal County to temporarily locate the Equipment on the System, upon the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the Parties hereby agree as follows:

- 1. **Installation and Removal of the Equipment.** Prior to installation and removal of the Equipment, Pinal County shall submit to APS a comprehensive plan and schedule (a “Plan”) for the location, placement, and installation or removal (as applicable) of the Equipment on the System. Pinal County shall be the sole decision-maker as to the area to be surveilled by the Equipment, but APS may approve or reject, in its sole discretion, any other aspect of a Plan. APS shall review and respond to a Plan within fifteen (15) business days of receipt, and the Equipment may only be installed or removed (as applicable) after APS has provided its approval of a Plan. For safety reasons, and to ensure there is no interference with the operation of the System, the following requirements shall apply to any installation or removal of the Equipment:
 - a. Only APS-authorized third-party contractors may install and remove the Equipment; and
 - b. APS representatives shall be present during the installation and removal of the Equipment.
- 2. **Operation of the Equipment.** The Equipment shall be of a type and shall operate in such a manner that it will not cause interference with the System, and Pinal County shall be solely responsible for any damage to the System associated with the Equipment. Pinal

County shall maintain the Equipment in good operating condition and repair; provided, however, that if the Equipment requires physical maintenance, repair, or replacement, Pinal County shall submit a Plan to APS, pursuant to the requirements of Section 1 above, prior to conducting any such physical maintenance, repair, or replacement. The Equipment may receive electrical power from the System to enable the Equipment's functionality; provided, however, that Pinal County may be responsible for any non-nominal costs associated therewith, as reasonably determined by APS.

3. **APS Access to Surveillance Data.** If the System is damaged, vandalized, or otherwise tampered with, Pinal County shall provide APS with reasonable access to data or information obtained by the Equipment associated with such event.
4. **Pinal County Representations and Warranties.** Pinal County represents and warrants the following:
 - a. Its operation of the Equipment shall be within its lawful authority to conduct surveillance activity of the Property, and it shall comply with all federal, state, and local laws and regulations applicable thereto;
 - b. It has all necessary permits or government approvals required to conduct such surveillance activity and operate the Equipment;
 - c. It maintains insurance coverage sufficient to cover injury, damage, or destruction associated with the Equipment; and
 - d. The individual executing this Agreement on behalf of Pinal County has the authority to so execute.
5. **Liability and Indemnification.** Pinal County acknowledges that APS will not control or operate the Equipment, and APS shall not be held liable for any injury, damage, destruction, or other loss or harm, to any individuals or property, associated with or to the Equipment. At all times, title to the Equipment, and risk of loss associated therewith, shall belong to Pinal County. Pinal County shall indemnify and hold APS (and its officers, directors, employees, agents, and representatives) harmless against:
 - a. Any claim of liability or loss from bodily injury (including death) or property damage resulting from or arising out of the acts, omissions, negligence, or willful misconduct of Pinal County, its employees, contractors, or agents, except to the extent such claims or damages may be due to or caused by the gross negligence or willful misconduct of APS, or its employees, contractors, or agents;
 - b. Any claim of liability or loss resulting from or arising out of the Equipment or Pinal County's use of the Equipment; and
 - c. Any liabilities, obligations, charges, losses, damages, penalties, claims, actions, and expenses that directly or indirectly arise from a failure of Pinal County or the Equipment to comply with any applicable law.

The foregoing indemnification shall survive any assignment, expiration, or termination of this Agreement.

6. **Default.** If either Party fails to comply with any of the provisions of this Agreement, the nonbreaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have five (5) days in which to cure

the breach; provided, that the breaching Party shall have such extended period as may be required if the breaching Party begins the cure within such five (5)-day period and thereafter continuously and diligently pursues the cure to completion. If the breaching Party fails to cure the breach within the time periods provided in this Section 6, such breach shall be a “Default” under this Agreement, for which the nonbreaching Party may immediately terminate this Agreement.

7. **Term.** This Agreement shall commence as of the Effective Date and shall automatically expire upon the expiration or termination of the APS Solar Communities Program Agreement (Rural Government Municipality) between the Parties, unless this Agreement is earlier terminated in accordance with its terms. Upon the expiration or termination of this Agreement, Pinal County shall immediately submit a Plan to APS for removal of the Equipment.
8. **Notices.** All notices required under this Agreement shall be in writing and delivered to the other Party, at the address below (as the same may be updated by a Party from time to time by written notice to the other Party), via: (a) hand delivery (whereby delivery is deemed to have occurred at the time of delivery); (b) a nationally recognized overnight courier company (whereby delivery is deemed to have occurred the business day following deposit with the courier); (c) registered United States mail, signature required and postage-prepaid (whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service); or (d) electronic mail (whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed).

If to Pinal County:

If to APS: Matthew Ciochetto, 400 N. 5th St., MS 9676, Phoenix, AZ 85004
480-586-6252, Matthew.Ciochetto@aps.com

9. **No Assignment.** Pinal County shall not have the right to assign its interest in this Agreement, or to delegate its obligations hereunder, without the prior written consent of APS.
10. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona, without regard to any conflict of laws provisions that may apply.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Arizona Public Service Company
Garcia, Jeremy
D(Z04820)



Digitally signed by Garcia, Jeremy
D(Z04820)
Date: 2021.01.08 14:40:42 -07'00'

Pinal County

By: Jeremy Garcia

By: _____

Its: Supervisor, DER Operations

Its: _____