



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM
August 24, 2022
ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY: Robert Stanley / Jerry Keely

Funds #: 10

Dept. #: 336

Dept. Name: Information Technology

Director: Robert Stanley

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Approve/Disapprove/Discuss of execution of replacement Memorandum of Understanding between Cyber Joint Task Force Arizona Army National Guard and Pinal County in order to correct verbiage and add signature from the Arizona Army National Guard. A previous MOU was executed on February 23rd 2022 and at the direction of Cyber Joint Task Force Arizona Army National Guard and Jerry Keely, Pinal County Chief Information Security Officer, they are requesting a replacement MOU. The terms and conditions remain the same.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

N/A

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

In case of a cyber security attack on Pinal County, Pinal County would have the Arizona National Guard Cyber Task Force available as a resource to combat the attack.

MOTION:

Approve/Disapprove/Discuss

History

Time

Who

Approval

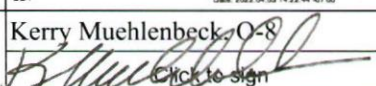
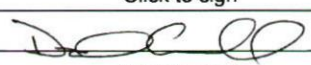
ATTACHMENTS:

[Click to download](#)

[Revised MOU](#)

FE

STAFF SUMMARY SHEET

	TO	ACTION	SIGNATURE (<i>Surname</i>), GRADE AND DATE		TO	ACTION	SIGNATURE (<i>Surname</i>), GRADE AND DATE
1	JTF-AZ	Concur	Troy Daniels, O-7 <small>DANIELS.TROY.TUPPER.1164515 881</small> <small>Digitally signed by DANIELS.TROY.TUPPER.1164515881 Date: 2022.04.05 14:22:44 -0700</small>	6	NGAZ-SJA	Review	Per E-mail on 7 Apr 22. Legally sufficient Click to sign
2	NGAZ-TAG	Approve	Kerry Muehlenbeck, O-8  Click to sign	7	NGAZ-DAS -CoS	Review	 Click to sign
3			Click to sign	8			Click to sign
4			Click to sign	9			Click to sign
5			Click to sign	10			Click to sign

SURNAME OF ACTION OFFICER AND GRADE	SYMBOL	PHONE	TYPIST'S INITIALS	SUSPENSE DATE
Brig Gen Daniels	JTF-AZ	602-267-2787	TTD	

SUBJECT	DATE
Pinal MOU and NDA for future cyber responses	20220405

SUMMARY

1. **PURPOSE:** Gain approval for cyber MOU and NDA that we want to use for future PINAL County cyber responses. The purpose is so that we have the standing MOU in place to expedite response time should something happen in the future.
2. **BACKGROUND:** There is no current mission. Pinal is being proactive.
3. **RECOMMENDATION:** TAG review and sign

Memorandum of Understanding
Between
The State of Arizona Department of Emergency And Military Affairs-Arizona National Guard
And
Pinal County Government

1. Recitals:

a. Arizona National Guard Cyber Joint Task Force (hereinafter "AZNG CJTF"), being a subpart of the Arizona National Guard, an agency of the State of Arizona and operating pursuant to Title 26 of the Arizona Revised Statutes or Title 32 of the U.S. Code.

b. Pinal County Government (hereinafter "Agency") being an agency in the State of Arizona and operating pursuant to Title 11 of the Arizona Revised Statutes, with its principal offices located at 31 N. Pinal Street, Florence, Arizona 85132.

c. AZNG CJTF desires to consult and build a partnership with the Agency and assist the Agency (subject to a proper request and authorization) pertaining to cyber operations, as outlined in this Memorandum of Understanding ("MOU"), which may also benefit the Agency's cyber operations.

d. Agency desires to consult and build a partnership with AZNG CJTF and may seek assistance from AZNG CJTF regarding skills, tactics, techniques, and procedures pertaining to cyber operations, as outlined in this Memorandum of Understanding ("MOU"), which may also benefit the AZNG CJTF's cyber operations.

e. AZNG CJTF conducts training in accordance with Department of Defense Cyber Strategy (2015) and at the direction of the Governor of the State of Arizona.

Based upon the mutual promises contained in this MOU, the Parties hereby agree to be bound as follows:

2. Purpose. The purpose of this MOU is to establish policies and procedures under which the Arizona National Guard may consult with the Agency and/or assist the Agency (subject to a proper request and authorization) with regard to cybersecurity. It is understood between the parties to this agreement:

a. That the AZNG CJTF consultation and/or assistance may include multi-agency, federal, state, and local cooperative agencies and law enforcement activities as mutually agreed to from time to time between the Parties or as mandated by State and Federal laws and regulations.

b. That the purpose of AZNG CJTF participation in these activities is consultation and/or assistance with the incidental benefit to the training of its personnel.

c. That any consultation provided by AZNG CJTF under this MOU other than in response to a request under the Arizona Mutual Aid Compact shall be provided to the Agency at no cost or reimbursement, unless otherwise agreed to in writing.

d. That the AZNG CJTF may seek reimbursement pursuant to the provisions of the Arizona Mutual Aid Compact for any consultation and/or assistance provided by AZNG CJTF to the Agency under this MOU in response to a request under the Arizona Mutual Aid Compact.

e. That any consultation provided or received by AZNG CJTF are in furtherance of Department of Defense Cyber Strategy (2015) and the directions of the Governor of the State of Arizona.

3. Scope of Consultation and/or Assistance. Agency and AZNG CJTF intend to consult, and AZNG CJTF intends to provide assistance to Agency (subject to a proper request and authorization), as outlined in Exhibit A to this MOU, and such Exhibit A is incorporated herein by reference. It is understood that:

a. Additional exhibits or modifications and amendments to Exhibit A may be executed in the future. Any such changes will be made in accordance with Section 7 of this MOU. In any such event, these additional exhibits or modifications and amendments shall be considered incorporated herein by reference.

b. This MOU shall not take effect until all authorized signatories have signed this MOU and its Exhibit.

c. Agency shall not request, and the AZNG CJTF shall not provide, any services not in compliance with all state and federal laws regulating the access to, and utilization of, cyber information.

d. Agency shall not provide, and the AZNG CJTF shall not request, any services not in compliance with all state and federal laws regulating the access to, and utilization of, cyber information.

e. Agency understands that the AZNG CJTF has explicit permission to access all aspects of its system including attempts to gain physical access or to conduct deceptive social engineering to obtain certain information if indicated in Exhibit A.

f. AZNG CJTF acknowledges that Agency is a state agency and that Title 39 of the Arizona Revised Statutes ("Public Records Laws") requires that certain information maintained by the Agency is to be considered Confidential Information as defined in the Non-Disclosure Agreement that has been executed between the Parties and is hereby incorporated herein. The Parties further agree:

i. Any data collected from the Agency's system that is not necessary to support the conclusions, findings or items in its final report shall be returned to the Agency or purged from AZNG CJTF.

ii. AZNG CJTF shall be allowed to maintain any reports, statistical data, outputs of AZNG CJTF procedures and software and other data collected to support the conclusions, findings or items of its report to the Agency.

iii. Agency acknowledges that the AZNG CJTF may notify the National Guard Bureau that consultation and/or assistance was performed. The information will be limited to a general categorization of the training conducted, general agency description, and will be absent of specific details or outcomes. No further details will be disclosed to ensure client confidentiality.

iv. Upon receipt of a request under the Public Records Laws ("Public Records Request") for any information that was developed, owned, or possessed by the Agency, whether Confidential Information or not, AZNG CJTF shall refer the Public Records Request to the Agency for the Agency. AZNG CJTF agrees to reasonably cooperate with the Agency in any lawful actions taken by the Agency to avoid and/or minimize the degree of disclosure in response to the Public Records Request.

g. Agency will permit system access and all information necessary for the AZNG CJTF to provide assistance as set forth in Exhibit A. AZNG CJTF agrees to access Agency's system solely for the purpose of providing assistance as set forth in Exhibit A, or any further or additional fully executed appendices or amendments.

h. Agency shall identify a Point of Contact ("POC") for coordination of all consultation and/or assistance as outlined in Exhibit A. The POC will provide the AZNG CJTF with direct coordination and support during such consultation and/or assistance.

4. AZNG CJTF Proprietary Intellectual Property Methods and Protocols. Agency understands and acknowledges that the AZNG CJTF may utilize technology, methods and protocols that it considers sensitive and/or proprietary. Agency hereby agrees:

a. That it shall not maintain or copy any such technology, whether hardware, software or writings utilized by the AZNG CJTF, and shall ensure that no such technology shall remain on its systems without the express written consent of the AZNG CJTF.

b. That Agency shall return all writings, including but not limited to manuals, checklists or written procedures of any kind.

c. Agency shall ensure that any employee of Agency that has access to any technology or writings of any kind provided by the AZNG CJTF shall execute a non-disclosure agreement in the form as provided by the AZNG CJTF.

d. Without limiting any rights or obligations under Section 3(f) of this MOU, AZNG CJTF hereby acknowledges that Agency is subject to the Public Records Laws requiring records to be open to the public for inspection and copying, unless exempted under the law. Notwithstanding anything to the contrary contained therein, AZNG CJTF agrees that Agency shall be permitted at any time to disclose the following items to any person:

- i. The fact that Agency has entered into this MOU and the details of the MOU.
- ii. A description of the consultation and/or assistance conducted by AZNG CJTF as stated in Exhibit A.

5. Third Party Permissions and Authorizations. In the event that Agency uses equipment or software owned or operated by third parties, Agency represents and warrants that it either already has, or will obtain prior to the AZNG CJTF consultation and/or assistance, all licenses, authorizations and permissions from such third party entities necessary for the AZNG CJTF to consult and/or assist Agency as specified herein and that such consultation and/or assistance is not in conflict with the licenses, authorizations or permissions. Further, in the event that Agency is connected to any third-party systems, Agency represents and warrants that all necessary notices have been given and all necessary permissions have been obtained.

6. Term. This MOU shall commence on the date of the last signature herein below, and shall end ten (10) years from such date unless otherwise terminated as set forth in this MOU.

7. Modifications to this MOU. Any amendments or changes to this to this MOU must be in writing and executed by all parties hereto. As Exhibit A has been incorporated herein by reference, any changes to the scope of consultation and/or assistance must also be in writing executed by all parties hereto.

8. Termination. Either party may terminate this MOU by giving written notice to all Parties. Early termination of support must provide a minimum of 48 hours-notice, personally delivered or by email and fax. Such termination notice period shall not commence until receipt of delivery is obtained. Agency shall not cut off access to its system until acknowledgment of such termination has been given by the AZNG CJTF unless Agency reasonably believes immediate cut off of access is necessary to maintain the integrity of Agency systems and ensure no interruption in the operations of Agency.

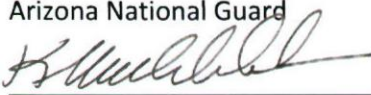
9. Disclaimer of Liability. In no event shall the Arizona National Guard, the AZNG CJTF or its members, agents, servants, independent contractors or suppliers be liable to Agency or any third parties affected by the actions taken by AZNG CJTF for any damages of any kind whatsoever, including, but without limitation, damages for loss of profits, business interruption, loss of information, disclosure of confidential or private information, or other losses, including pecuniary loss, arising out of training conducted pursuant to this MOU, or for special, indirect, consequential, incidental,

or putative damages however caused, and regardless of the theory of liability, arising out of the training conducted by the AZNG CJTF. Certain types of claims not originating from the consultation and/or assistance conducted, may be allowed to be made against the Arizona National Guard or the Federal Government (depending on the nature of the duty of the members of the Arizona National Guard) from third parties for common torts while the employees of AZNG CJTF are acting within the scope of their employment as allowed by State and Federal law, such as the Arizona Governmental Tort Claims Act (ARS §12-821, et seq.) the Federal Tort Claims Act (28 USC §2671, et seq.), and the National Guard Claims Act (32 USC §715, et seq.). Any claims by any person against the AZNG CJTF will be directed to the Office of the State Judge Advocate.

10. Severability. In the event that any provision or section herein is held invalid or unenforceable, the remaining provisions and sections shall remain in full force and effect.

This Memorandum of Understanding effective on 21 day of April, 2022.

Arizona National Guard

 Signature

Major General Kerry L. Muehlenbeck
The Adjutant General

PINAL COUNTY

 Signature

Jeffrey A. Steture Name

Chairman Title

Mutual Non-Disclosure Agreement
between
The State of Arizona Department of Emergency And Military Affairs-Arizona National Guard
And
Pinal County Government (each, a "Party")

1. Recitals:

a. Arizona National Guard Cyber Joint Task Force (hereinafter "AZNG CJTF"), being a subpart of the Arizona National Guard, an agency of the State of Arizona and operating pursuant to Title 26 of the Arizona Revised Statutes or Title 32 of the U.S. Code.

b. Pinal County Government (hereinafter "Agency") being an agency in the State of Arizona and operating pursuant to Title 11 of the Arizona Revised Statutes, with its principal offices located at 31 N. Pinal Street, Florence, Arizona 85132.

c. AZNG CJTF possesses certain skills, tactics, techniques and procedures and other confidential Information pertaining to certain cyber operations and the administration thereof and as further defined in this Agreement and In which AZNG CJTF desires to share and/or use to aid the Agency pursuant to Department of Defense Cyber Strategy (2015) and the direction of the Governor of the State of Arizona,

d. Agency possesses certain cyber infrastructure information, privacy information and other confidential information pertaining to the Agency's function and as further defined in this Agreement and in which the Agency desires to share with the AZNG CJTF pursuant to Department of Defense Cyber Strategy (2015) and the direction of the Governor of the State of Arizona.

Based upon the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged the Parties agree as follows:

2. Definitions.

a. Disclosing Party. A Party to this Agreement, including directors, officers, employees, agents or representatives (collectively, "Representatives"), that discloses Confidential Information to the Receiving Party.

b. Receiving Party. A Party to this Agreement, including its Representatives, that receives Confidential Information from the Disclosing Party.

c. Transaction. The proposed business purpose or governmental action that the parties are contemplating and which is defined by a separate agreement or memo of understanding (either written or oral) and which has given rise to the need to share the Confidential Information. Transaction may also be referred to as purpose of the Agreement.

d. Confidential Information. Confidential Information is any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- i. any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates 1 subsidiaries and affiliated companies;

- ii. plans for products or services, and customer or supplier lists;
- iii. any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- iv. any concepts, reports, data, know-how, tactics, techniques, procedures, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;
- v. any internal data, user id's, passwords, configuration settings, infrastructure design, non-public employee information, personal identifiable information, or any other data maintained by the Disclosing Party to fulfill its state function;
- vi. any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

3. Use of Information. The Receiving Party agrees:

a. To use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party.

b. That all use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

c. That the Receiving Party shall not use or adopt the Confidential Information as its own or use it in its operations unless consent is expressly given to the Receiving Party by the Disclosing Party.

d. That the parties aspire to maintain the proprietary status and confidential nature of their Confidential Information. The Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. Further, a Receiving Party shall not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein) unless a written consent is obtained from the Disclosing Party.

e. The Parties are aware that each may have pursued independent research of its own in the area to which the Information relates and may have independent knowledge of some of the Confidential Information the other party may disclose.

f. All information shared between the parties will be transferred, maintained and stored in accordance with all applicable federal and state laws governing the transfer and/or disclosure of personal information.

4. Disclosure of Confidential Information. From time to time, Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

a. limit disclosure of any Confidential information to only those within its control and that have executed a similar Non-Disclosure Agreement and who have a need to know such Confidential Information In connection with the current or contemplated business relationship between the Parties;

b. advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement.

c. The Receiving Party shall be under no obligation with respect to any Information:

- i. Which is, at the time of disclosure, available to the general public; or which becomes, at a later date, available to the general public through no fault of Receiving Party and then only after the later date;
- ii. Which Receiving Party can demonstrate was in Its possession before receipt of the Information from Disclosing Party, a fact which can be proven by written records or competent evidence;
- iii. Which was developed independently by Receiving Party without reference to the Information provided by Disclosing Party;
- iv. Which is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information, or;
- v. Which is required to be disclosed to comply with applicable laws or government regulations, provided that prior written notice is given to the Disclosing Party of such required disclosure and the Receiving Party takes lawful actions to avoid and/or minimize the degree of such disclosure.
- vi. Which is pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, If the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term. This Agreement shall remain in effect for a two-year term (subject to a one year written extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold In confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely.

6. Remedies. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized

dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information. Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative Information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: a. the completion or termination of the dealings between the parties contemplated hereunder; b. the termination of this Agreement; or, c. at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable It to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction. Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

8. Notice of Breach. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or Its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent Its further unauthorized use.

9. No Binding Agreement for Transaction. The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that each reserves the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty. Each party warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

a. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

b. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Arizona applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The federal and state courts located in Arizona shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

c. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

d. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

e. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received: (i) in the case of personal delivery or electronic-mail, on the date of such delivery, (ii) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (iii) in the case of mailing, on the seventh business day following such mailing.

f. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

g. The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

h. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

i. It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

j. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Arizona. Any action brought to enforce this Agreement shall be brought in federal or state court located in Arizona.

k. The parties agree that Information furnished hereunder shall not be disclosed contrary to the laws and regulations of the United States of America, State of Arizona. Further, the parties agree that Receiving Party may be subject to state and or federal sunshine laws requiring disclosure of information. Receiving Party shall notify Disclosing Party within five business days of a request for information It has received to allow Disclosing Party to seek a protective order from the appropriate jurisdiction.

l. The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission In performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 24th day of August, 2022.

Arizona National Guard

Pinal County

[Handwritten Signature] Signature

[Handwritten Signature] Signature

Major General Kerry Muehlenbeck Name

Jeffrey McClure Name

The Adjutant General Title

Chairman Title