

## NAVAJO COUNTY AGENDA ITEM REQUEST FORM

<b>Meeting Date:</b> 04/14/2015	<b>Time Needed:</b> CONSENT
<b>Requesting Department:</b> Public Works	<b>Presenter(s) Name:</b> CONSENT
<b>Motion before the Board:</b> Approval of the Navajo County's Data Sharing Agreement Between Navajo County and Arizona Public Service.	
<b>Recommendation:</b> (who, what, where, when, how, etc.) Staff recommends approval.	
<b>Background:</b> (why should it be done, what will happen if not approved, etc. include resolution)  This Agreement is to allow Navajo County to share geospatial data with Arizona Public Service (APS). Navajo County and APS desire to share selected geospatial resources and data sets with one another, as this benefits both parties.	
<b>Fiscal Impact:</b> (what will it cost, where funds will come from, is it budgeted, etc.) Approval will have no fiscal impact.	
<b>Reviewed and approved by:</b> _____ County Manager _____ Public Works County Attorney _____ Human Resources _____ Finance _____ MIS _____	
<b>Board Action Taken:</b> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action <input type="checkbox"/> Continued <input type="checkbox"/> Continued to: Approved with changes as follows <input type="checkbox"/>	
<b>Clerk's Notes:</b>  Date: _____ Initial: _____	

**REMINDER:** Email this coversheet and all backup documentation to "IT Support" by 4:00 p.m. the Friday prior to the Managers' meeting. The Clerk's Office will print the document and make necessary copies for signatures at Managers' meeting.

## **Data Sharing Agreement Between Navajo County and Arizona Public Service**

Agreement by and between Navajo County, Arizona, ("Navajo County"), a political subdivision of the State of Arizona, organized and existing under the laws of the State of Arizona; and Arizona Public Service Corporation, ("Company").

1. **TERM OF THE AGREEMENT:** The term of this Agreement shall be ten (10) years, effective upon signature, unless terminated, canceled or extended as otherwise provided herein.
2. **TERMINATION OR AMENDMENT:** Each party shall have the right to terminate this Agreement by mailing the other party written notice of termination by certified mail, return-receipt requested, at least thirty (30) days prior to the termination date. This Agreement may be modified at any time by mutual written Amendment in order to accommodate unforeseen circumstances by the authorized representative of the respective parties.
3. **CONFIDENTIALITY:** A. Any information that may be exchanged in accordance with this Agreement shall not be used for purposes other than those covered in the scope of work (without prior approval of all parties in this Agreement). Company understands that, as a political subdivision of the State of Arizona, Navajo County may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, *et seq.*).
4. **WAIVER:** Reliance upon the accuracy, reliability, and authority of the informational data is solely the responsibility of the Company. Navajo County makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon. Navajo County **MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA.** Company recognizes and accepts this data **AS IS, WITH ALL FAULTS**, and assumes all responsibility for the use thereof, and further covenants and agrees to hold the County harmless from and against all damage, loss, or liability arising from any use of this data, in consideration of the County's having made this information available. The representation of locations in this data cannot be substituted for actual legal surveys. Company is responsible for understanding the accuracy limitations of all digital data provided. In particular, alterations and/or manipulation of the original data may adversely affect their accuracy, meaning, and design integrity.

5. **APPLICABLE LAW:** This Agreement shall be governed and construed in accordance with the laws of the State of Arizona without regard to its choice of law provisions. Any action, suit or proceeding arising out of or relating to this Agreement shall be prosecuted in a court of competent jurisdiction in Navajo County, Arizona, and the parties irrevocably submit to the jurisdiction of any such court.
6. **CONFLICT OF INTEREST:** Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity, or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
7. **PURPOSE:** This Agreement is to allow Navajo County to share geospatial data with the Company. The Parties desire to share selected geospatial resources and data sets with one another, as this benefits both parties.
8. **RELEASE OF INFORMATION:** If at any time during the course of this Agreement, Company determines that it is necessary to share portions of the data with a person or entity not employed by Company as a consultant, contractor, or any similar person or entity for a limited public purpose, Company shall first request permission from County before sharing any portion of the data, unless otherwise committed by this Agreement or as required by law. Any such request shall be in writing to County and shall specify the persons or entities Company wishes to share GIS data with and the reasons why such sharing of information is necessary. Permission for Company to share the GIS data provided by County with other parties shall not be unreasonably withheld if such sharing of information is necessary to further legitimate governmental purposes. Commercial or revenue-generating uses of the County data shall not be considered a legitimate purpose.
9. **NOTICES, CORRESPONDANCE, AND REPORTS** Notices, correspondence, and reports under this Agreement shall be sent to:

Navajo County  
Public Works Director  
P.O. Box 668  
Holbrook, AZ 86025

