



To be completed by Public Agency

Public Agency: City of Bisbee

Entity Type: Local Government

Contact person: Nina Williams

Title: Acting City Clerk

Notice Address: 118 Arizona Street

Phone: (520) 432-6011

Email: NWilliams@BisbeeAZ.gov

Election Date(s): November 3, 2026

Complete IGA Agreement with
signatures and return to:

Elections@cochise.az.gov

520-432-8970

**The County will execute the final
IGA and return a copy to the City
or Town Clerk**

**INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SUPPLIES AND SERVICES**

This Agreement ("**Agreement**"), dated as of the date last date signed below, is made and entered by and between Cochise County ("**County**"), a county of the State of Arizona, the undersigned Cochise County Recorder, an individual and elected officer of County ("**County Recorder**"), and the above indicated entity, a "public agency" as defined pursuant to A.R.S. § 11-951 ("**Public Agency**," and together with County and the County Recorder, each a "**Party**" and together the "**Parties**").

WHEREAS, (i) pursuant to A.R.S. § 11-952, the County and Public Agency have the authority to enter into intergovernmental agreements ("**IGA**") for the provision of services and for joint cooperative actions; (ii) pursuant to A.R.S. § 11-251(41), the County, through its board of supervisors (the "**Board**"), is empowered to lease its personal property to political subdivisions such as Public Agency; (iii) pursuant to A.R.S. § 16-172, Public Agency may use the County's registration rolls to conduct its elections, provided that it negotiates a contract with the County Recorder for reimbursement of the expenses incurred in preparing such lists, and further provided that such contracts are prepared at least sixty (60) days in advance of the election; and (iv) pursuant to A.R.S. § 16-205, the County through its Board may enter into IGAs with Public Agency in order to administer the consolidated elections held within the County;

WHEREAS, in connection with the authorizations in the foregoing Recital, the Parties have the authority to enter this Agreement to provide for election supplies and services pursuant in anticipate with the election dates further described herein;

WHEREAS, the County owns and operates voting and ballot tabulating equipment and employs certified election officials;

WHEREAS, the Public Agency desires to participate in consolidated elections and to use the County's election facilities and services and, when applicable, the County Recorder's registration rolls pursuant to A.R.S. §§ 16-172 and 16-205(C); and

WHEREAS, the Parties have determined that the Public Agency's use of certain services of the Cochise County Elections Department and the Cochise County Recorder's Office are in the public interest and in each Party's interest.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations herein set forth, the Parties agree:

1. SCOPE: The scope of this Agreement is limited to election services and supplies between the Public Agency, the **County** and the **County Recorder** for the below elections at the dates set forth below:

Election	Date
General	November 3, 2026

The County will provide election services using a vote center model for Public Agency to participate in the consolidated state primary and general elections. The County will not provide election services for any Public Agency mail-ballot election scheduled on the statewide primary or general election dates.

2. COUNTY DUTIES: The County and County Recorder agree, contingent upon receipt of a timely, specific request as provided in Paragraph 3(C), to provide the following election services

A. Election Equipment:

- (i) Provide E-Poll book tablets (electronic poll register) prepared from the voter records of the County Recorder for the purpose of identifying the electors qualified to vote in the above-mentioned elections.
- (ii) Provide touchscreen voting equipment and tabulation equipment at designated vote centers, for vote center model elections.
- (iii) Provide central election tabulation equipment for early ballots.
- (iv) Provide election reporting system.
- (v) Provide signage and supplies (paper rolls for machines, tape, scissors, etc.)

B. Administrative Elections Department services to include the following:

- (i) If the Public Agency is a Special District or School District, provide Public Agency a jurisdictional calendar of election responsibilities.
- (ii) If the Public Agency is a Special District,
 - (a) Provide nominating petitions and other necessary information to prospective candidates for the Public Agency's board.
 - (b) Accept candidates' nomination documents, campaign finance reports and other documents required for filing and act as the filing officer, as defined by A.R.S. § 16-901(27).
- (iii) Obtain facilities for use as vote centers located throughout the County.
- (iv) Provide public notice and conduct logic and accuracy tests of programs and equipment in accordance with state law including, without limitation, A.R.S. § 16-449.
- (v) Provide early, election day, and provisional ballots as required.
- (vi) Provide Public Agency sample ballots and other written notice of ballot content deadlines to Public Agency, if required, for public distribution through the Public Agency, within thirty (30) days prior to election.
- (vii) Deliver and pickup equipment, ballots, signage and supplies.
- (viii) Provide abstract of results of tabulation to include total ballots cast within the Public Agency, total votes for each candidate, question or proposition.
- (ix) Validate, process and count ballots.
- (x) Canvass the elections as required and provide documentation to Public Agency.
- (xi) If the Public Agency is a School District or Community College District, the Cochise County School Superintendent shall prepare and issues certificates of election to candidates declared to be elected.
- (xii) Provide for storage and destruction of ballots and election related materials in compliance with the State of Arizona Retention Schedule guidelines.
- (xiii) If an automatic recount is required pursuant to A.R.S. § 16-661 for a Public Agency race and no other County races are subject to a recount, the County shall:
 - (a) Post a notice for logic and accuracy testing of election equipment no later than twenty-four (24) hours after the Public Agency's official canvass, provided that County agrees to work in good faith with the Public Agency to post the logic and accuracy notice prior to the canvass to arrange for testing to begin promptly after the canvass.

Notwithstanding the foregoing, nothing herein shall be construed as either an assumption or limitation of Public Agency's obligations described in Section 3(A)(i) or otherwise required by law.

- (b) Begin tabulation of the recounted race(s) immediately following the successful passage of the logic and accuracy test of the electronic voting systems and must tabulate each business day until the recount is completed unless an equipment or system malfunction prevents tabulation. If the Public Agency requests, and/or the County desires, to work on a weekend or holiday to complete the recount, it will require written approval from both Parties and a clear statement of additional costs that may be incurred prior to the County working on weekends or legal holidays.
- (c) When tabulation begins, provide daily reports to the MUNICIPALITY'S town clerk, city clerk or analogous officer (the "Town Clerk") about the general progress of the recount and estimated time for completion of tabulation and required reports.
- (d) Immediately notify the Public Agency of any concerns or issues that arise with the recount.
- (e) Provide the sealed recount results to the Town Clerk no later than ten (10) calendar days after the Public Agency's official canvass.
- (xiv) If the Public Agency is a Municipality, and if an automatic recount is required pursuant to A.R.S. § 16-661 for other races within the County, including a Public Agency race, the County shall coordinate with the Public Agency on jointly filing a recount petition with the superior court to conduct the recount in accordance with state law and the State Elections Procedures Manual.

C. County Recorder's Office services to include the following:

- (i) Provide for all Early Voting functions to include mailing early ballots and conducting in person early voting at the County Recorder's Office in Bisbee.
- (ii) Provide for all Voter Registration functions.
- (iii) Conduct Emergency Day Voting and Special Election Boards as required.
- (iv) Perform signature verification of early ballot affidavit envelopes and maintain voter credit in the state voter registration system.

D. Arrange for consulting services to include the following services:

- (i) Ballot layout and design for all ballot styles to be approved by Jurisdiction.
- (ii) Programming the operation of voting and tabulating equipment.
- (iii) Programming the operation of the election reporting module.
- (iv) Printing, folding, insertion and mailing Early Ballots and required notices, excluding Informational Publicity Pamphlets if required by Public Agency.

E. Arrange for election board workers:

- (i) Hire qualified election board workers to include all Boards required and Vote Center workers.
- (ii) Train, supervise and pay election board workers.

F. Provide an estimate of the aggregate cost of the services. The estimate is non-binding and provided solely for budgeting purposes; the Public Agency agrees to pay the actual costs incurred as set forth in Exhibit A.

3. PUBLIC AGENCY DUTIES: The Public Agency understands and agrees to the following:

A. For All Public Agencies:

- (i) The Public Agency retains the primary responsibility for ensuring that its election is called, noticed, held and conducted in the manner required by applicable local, state and federal laws and that neither County nor County Recorder assumes responsibility under this Agreement for any aspects of this election other than those that are expressly stated in Paragraph 2.
- (ii) With respect to any specific election for which the Public Agency desires services and supplies pursuant to this Agreement, the Public Agency shall provide written notice of the election to the County at least one hundred and eighty (180) days prior to such election.
- (iii) If an election is cancelled prior to programming or printing ballots, the Public Agency shall reimburse the County for actual administrative costs per the Fee Schedule.
- (iv) Public Agency shall pay to the County the amounts at the rates set forth on Exhibit A attached hereto and incorporated into this Agreement at actual cost.
- (v) The Public Agency shall pay the County in a timely manner or in any event within thirty (30) days of receipt of invoice. County will have all remedies available at law or in equity to recover unpaid amounts. In the event the Public Agency fails to timely pay any fees due under this Agreement, including those set forth in Exhibit A, the County may pursue legal action to recover all unpaid amounts, and the Public Agency shall be liable for any

resulting damages. The County shall further be entitled to recover its reasonable attorney's fees and costs incurred in enforcing the Public Agency's payment obligations, to the fullest extent permitted by A.R.S. § 12-348.01 and other applicable law.

- (vi) The Public Agency understands that it will be billed on one invoice by the Elections Department and the County Recorder's Office for election services provided by both departments and as outlined in the attached respective fee schedules.

B. If the Public Agency is a Municipality:

- (i) The Public Agency shall provide nomination petitions and other necessary information to prospective candidates and act as the filing officer to accept documents, reports and statements filed by candidates (as required by law including, without limitation, A.R.S. § 16-928), as well as all campaign finance reports within the Public Agency's jurisdiction.
- (ii) The Public Agency shall provide the information and detail necessary to enable County to program the ballot, including the wards, districts, or precincts for which elections are to be held, the offices to be listed on the ballot, the exact listing of the candidates' names to be included, the exact wording (in English and in Spanish) of any proposition or ballot question to be included on the ballot, in the format and by the date requested by the County, including, but not limited to the following:
 - (a) The Public Agency shall provide the County with a certified list of the measures to appear on the official ballot, including their order of appearance, no later than one hundred nineteen (119) days prior to the election. However, the County shall assign numbers to each measure.
 - (b) The Public Agency shall provide the County with the list of candidates and their order of appearance no later than one hundred nineteen (119) days prior to the election.
 - (c) The Public Agency shall provide the County with the names of any write-in candidates, if applicable, as prescribed by law, no later than sixty-two (62) days prior to the election.
 - (d) The Public Agency shall notify the County of any offices and/or candidates that will continue to the general election ballot, if applicable, in accordance with applicable election laws and deadlines.

- (e) Translation of the ballot text, if applicable, shall be provided by the Public Agency.
- (f) The Public Agency is responsible for any language, layout, design, proofing, printing, mailing, and distribution of any Informational Publicity Pamphlets specific to a Public Agency ballot measure.
- (g) The Public Agency is responsible for final ballot proof approval.
- (iii) Public Agency shall ensure personnel are available each business day during the cure period to process conditional provisional ballot identification documentation and to transmit same to the Recorder's Office. Public Agency agrees to be a point of contact regarding conditional provisional ballots – in that a voter of a conditional provisional ballot can take an acceptable type of personal identification to qualify the subject conditional provisional ballot; document what type of identification is provided indicating any identification numbers and issue dates; provide a daily receipt of ballots cured to the Recorder's Office.
- (iv) If an automatic recount is required pursuant to A.R.S. § 16-661 for a Public Agency race and no other County races are subject to a recount, the Public Agency shall:
 - (a) Notify the County if a recount is required within forty-eight (48) hours of receiving the final unofficial election results from the County.
 - (b) Notify the County when the Public Agency's canvass is scheduled and completed.
 - (c) Notify the County of the scheduled court date for recount hearing and promptly provide the court order for recount to the County for the County to begin tabulation and reporting.
 - (d) Pay for the cost of the Public Agency's recount unless waived by the County in writing.
- (v) If an automatic recount is required pursuant to A.R.S. § 16-661 for other races within the County, including a Public Agency race, the Public Agency shall coordinate with the County on jointly filing a recount petition with the superior court to conduct the recount in accordance with state law and the State Elections Procedures Manual
- (vi) The Public Agency will publish all legal notices in connection with a Public Agency election with the exception of the logic and accuracy testing

notification(s) as described in sections 2(B)(2) (County Duties) and 2(B)(10)(a) (Recounts) of the Agreement.

- (vii) The Public Agency will at all times comply with the laws and regulations regarding the conduct of elections.

C. If the Public Agency is a Special District:

- (i) The Public Agency shall provide a certified list of measures and the order of appearance of the measures to the Elections Department within a specified time frame in the exact wording (in English and in Spanish, in short and long text format) of any Proposition or ballot Question to be included on the ballot, in the format requested by the County.
- (ii) The Public Agency shall submit an affidavit of compliance with election laws prior to the election to the Clerk of the Board of Supervisors.
- (iii) The Public Agency's Board shall canvass the election at a public meeting, certify the results, and file the certified official canvass with the Clerk of the Board of Supervisors.

D. If the Public Agency is a School District or Community College District provided that for items (ii) – (vi) below, the filing officer shall be the County School Superintendent unless otherwise noted:

- (i) The Public Agency shall provide a certified list of measures and the order of appearance of the measures to the Elections Department within a specified time frame in the exact wording (in English and in Spanish, in short and long text format) of any Proposition or ballot Question to be included on the ballot, in the format and by the date requested by the COUNTY.
- (ii) Provide nominating petitions and other necessary information to prospective candidates for the school board.
- (iii) Accept candidates' nomination documents, financial disclosure statements, campaign finance reports and other documents required for filing and act as the Filing Officer.
- (iv) Provide the Elections Department with the names of any Write-in candidates as prescribed by law.
- (v) Provide and distribute publicity pamphlets, if required, for public distribution through the Public Agency at the cost of the Public Agency.
- (vi) Meet with the Chair of the Board of Supervisors or a designee to canvass the results, which may take place at the Board's public canvass if the superintendent is present. All school district election results, including questions, must be canvassed and delivered to the Board of Supervisors or

Elections Department as prescribed by Arizona law and the State Elections Procedures Manual.

4. TERM. This Agreement is effective on the last date signed below (the “Effective Date”) and shall terminate, with respect to each election, upon resolution of all matters connected with the election(s) described herein, legal challenges excepted, or upon written notice by either Party to the other within thirty (30) days of the Effective Date of this Agreement. After the 30-day initial window, this Agreement may be terminated only by mutual written agreement, for cause or for such reasons as are expressly stated in this Agreement. Should the election herein be challenged or questioned for any reason whatsoever, then, in such event, Public Agency shall be solely responsible for defending, legally or otherwise, said election(s).

5. MISCELLANEOUS PROVISIONS

- A. Manner of Financing and Budget.** Each Party represents that it has sufficient funds available in its current fiscal year budget to discharge the funding obligation imposed by this Agreement and agrees that such funds shall be solely available therefor.
- B. Disposition of Property.** The Parties do not anticipate the joint acquisition of property during the term of this Agreement. Nonetheless, in accordance with A.R.S. § 11-952(B)(4), any property acquired during the Term shall be returned to the purchasing Party no more than thirty (30) calendar days from the date of termination of this Agreement.
- C. Assurance of Public Entity Insurance.** Each of (i) the County (on its own behalf and on behalf of the County Recorder), as political subdivision of the State of Arizona engaged in the performance of its mandatory statutory duties, and (ii) the Public Agency, as a political subdivision of the State of Arizona engaged in the performance of its mandatory statutory duties, avows to each other Party that it has obtained and has in full force and effect a public entity liability policy relating to the faithful performance of duty.
- D. Indemnification.** To the extent permitted by law, each Party to this Agreement shall indemnify, defend and hold harmless each other Party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature which results from the gross negligence or intentional misconduct of the indemnifying Party, its agents, officers, employees or anyone acting under its direction, control or on its behalf. Neither Party shall be liable for delays or failures caused by events beyond reasonable control, including natural disasters, emergencies, or large-scale election disruptions. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement shall

expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

- E. Cancellation For Conflict of Interest. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all Parties are hereby put on notice that this Agreement is subject to cancellation by the political subdivision or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of such political subdivision is, at any time while the contract is or any extension of the contract is in effect, an employee or agent of any other Party to the contract in any capacity or a consultant to any other Party of the contract with respect to the subject matter of the contract.
- F. Non-Discrimination. To the extent required by law, each Party to this Agreement shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disabilities Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4, and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.
- G. Workers' Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.
- H. Immigration Laws. The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the Parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Parties shall further ensure that each sub-consultant who performs any work for the Party under this Agreement likewise complies with the State and Federal Immigration Laws
- I. Inspection And Audit. The Parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of

the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

- J. **Notice.** All written communications to Public Agency shall be addressed and mailed to, or personally served at, the notice address indicated by Public Agency on the first page of this Agreement. For all other Parties, all written communications shall be addressed and mailed or personally served upon the Parties, as follows:

COCHISE County

Melissa Avant, Director
Cochise County Elections
1415 Melody Lane, Bldg. E
Bisbee, AZ 85603

County Recorder

Billy Cloud, Recorder
Cochise County Recorder
1415 Melody Lane, Bldg. B
Bisbee, AZ 85603

Notwithstanding the above notice requirements, any routine communications between the Parties that do not affect the rights of obligations of the Parties, such as communications regarding the election(s), results, canvass, or otherwise may be sent and received via email.

- K. **Governing Law.** This Agreement shall be governed and interpreted by the laws of the State of Arizona.
- L. **Savings Clause.** Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.
- M. **Agreement Modification.** This Agreement may only be modified in writing and must be signed by each Party and their duly authorized agents. **Exhibit A** may be updated annually by the County without requiring amendment of this Agreement.
- N. **Breach.** Failure by the County and/or Public Agency to provide the services/material or to provide the documentation at the time and in the manner described in this Agreement shall constitute a breach of this Agreement.
- O. **Waiver of Conflict.** The Parties to this Agreement are aware that the County Attorney's Offices represents the Cochise County Elections Department and the Cochise County Recorder's Office and may or may not also represent the other Public Agency in this or other matters. By signing this Agreement each Party specifically

acknowledges that it is aware of a potential conflict of interest and specifically waives any such claim based upon legal counsels' representation of other Parties to this Agreement.

- P. Public Records Law. Notwithstanding any provision in the Agreement to the contrary, disclosure of any documents or records are subject to Arizona Public Record Law, A.R.S. § 39-121, *et seq.* Public Agency will be responsible for responding to public records requests relating solely to Public Agency offices, candidates, or measures. County will respond only to requests related to records in its custody.
- Q. Entire Agreement. This Agreement contains the entire understanding of the Parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have authorized the designated officials indicated below to execute this Agreement indicating their respective approval.

PUBLIC AGENCY:

By: Ken Budge
Name: Ken Budge
Its: City of Bisbee Mayor

COCHISE COUNTY:

By: [Signature]
Frank Antenori, Chairman
Cochise County Board of Supervisors

COCHISE COUNTY RECORDER:

[Signature]
Billy Cloud

ATTEST:

[Signature]
Name: Nina Williams
City of Bisbee Acting City Clerk

ATTEST:

[Signature]
Lara Loewenheim, Clerk
Cochise County Board of Supervisors

Pursuant to A.R.S. § 11-952(D), each undersigned attorney has reviewed the foregoing Agreement (including, if applicable, any ancillary documents, exhibits or addenda thereto) and has determined that the Agreement is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the party said attorney represents.

[Signature]
Name: Joseph D. Estes
Its: City of Bisbee City Attorney
Date: 24/07/2026

[Signature]
Dylan Hendel
Cochise County Civil Deputy County Attorney
Date: 8/21/2026

EXHIBIT A

COCHISE COUNTY ELECTION FEE SERVICES SCHEDULE	<i>Elections consolidated with State or Federal Elections</i>
Election Fee per registered voter	\$0.75
Election Fee if not met above	\$800
Cancel and appoint	\$250
Cancel if programming started	Actual Cost
Recount per total ballots cast	Included
Info Pamphlet & Postage	Public Agency works with Supplier directly
Polling Place Rental if not consolidated with State election	Included
Poll workers - Early Board	Included
Poll workers - Inspector	Included
Poll workers - Marshall	Included
Poll workers - Judges/Clerks	Included
Poll workers - Troubleshooter	Included
Poll workers - Class	Included
Poll workers mileage	Included
Election Equipment – EPollbook tablet (min 2)	Included
Election Equipment - Express Vote machine (min 2)	Included
Election Equipment - DS200 tabulator (1)	Included
Equipment Delivery Fee	Included
Provisional Ballot Fee	Included
Election Records Destruction	Included
Copy fee	\$0.30
Maps for Vote Location	Included
Recorder's Office Mailing Fees	Waived