

## RESOLUTION NO. 25-26

### A RESOLUTION OF THE COCHISE COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COCHISE COUNTY ELECTIONS DIRECTOR TO PARTICIPATE IN THE U.S. ELECTION ASSISTANCE COMMISSION'S FIELD SERVICES PROGRAM

**WHEREAS**, the U.S. Election Assistance Commission ("EAC") has established a Field Services Program ("FSP") to assist state, territorial, and local election authorities by reviewing election systems for conformity with federal Voluntary Voting System Guidelines, identifying and addressing any anomalies or issues, and reinforcing best practices in election administration, thereby bolstering confidence in election processes; and

**WHEREAS**, the EAC has extended an opportunity for Cochise County to participate in the Field Services Program, and a Participation Agreement dated July 7, 2025 has been provided to outline the terms and conditions of such participation; and

**WHEREAS**, the Cochise County Elections Director has received written consent from the Arizona Secretary of State to enter into the aforementioned Participation Agreement, as required by the EAC's Field Services Program guidelines for local election authorities; and

**WHEREAS**, the Participation Agreement explicitly affirms that participation in the EAC Field Services Program is entirely voluntary and non-regulatory, meaning the County's involvement is at its discretion and the program imposes no regulatory obligations; and

**WHEREAS**, any recommendations, advice, or findings offered by the EAC to the County through the Field Services Program are advisory in nature, non-binding, and carry no legal requirement for implementation by Cochise County; and

**WHEREAS**, the EAC is a federal agency, and any final report or materials generated by the EAC as a result of Cochise County's participation in the Field Services Program will constitute federal agency records that are subject to federal public records laws, including the Freedom of Information Act (FOIA); and

**WHEREAS**, the Board of Supervisors finds that participation in the Field Services Program will provide valuable expertise and resources to help ensure the integrity of the

County's election systems and processes, without imposing any regulatory mandates upon the County.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of Cochise County, that:

1. The Cochise County Elections Director is hereby authorized to enter into the U.S. Election Assistance Commission Field Services Program Participation Agreement dated July 7, 2025, attached hereto as **Exhibit A**, and to participate in and implement the Field Services Program pursuant to the terms and conditions of that Agreement.
2. Cochise County's participation in the EAC Field Services Program is voluntary and may be discontinued at the Election Director's discretion, and that any guidance, recommendations, or findings provided by the EAC through the Program are advisory only and shall not be binding upon the County or its officials.
3. Any final report and related materials produced by the EAC as a result of Cochise County's participation in the Field Services Program shall be recognized as records of a federal agency and, as such, will be subject to federal public records requirements, including the Freedom of Information Act (FOIA), for disclosure to the public.

**PASSED, ADOPTED AND APPROVED** at Bisbee, Arizona, on August \_\_\_\_, 2025.


**COCHISE COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Frank Antenori, Chairman

**ATTEST:**

\_\_\_\_\_  
Lara Loewenheim  
Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Dylan Hendel  
Civil Deputy County Attorney

7/23/2025

## EXHIBIT A



U.S. Election Assistance Commission  
633 3rd St. NW, Suite 200  
Washington, DC 20001

### AGREEMENT TO PARTICIPATE IN U.S. ELECTION ASSISTANCE COMMISSION FIELD SERVICES PROGRAM

**TO:** Melissa Avant, Cochise County Elections Director, State of Arizona  
**FROM:** Tom Freitag, Field Services Specialist, U.S. Election Assistance Commission  
**DATE:** July 7, 2025

The U.S. Election Assistance Commission (“EAC”) Field Services Program (“FSP”) assists states, territories, and local election authorities with identifying and confirming their fielded elections systems conformance to the Voluntary Voting Standards Guidelines (“VVSG”), collecting any anomaly reports to facilitate fixes, and ensuring that jurisdictions receive manufacturer product advisory notices. The EAC’s intent with the FSP is to bolster confidence in elections both on the side of administrators, and on the side of the public. The FSP aims to confirm fielded systems and reinforce best practices in administration, remove ambiguity around the processes by which elections take place, and assure that processes and technology employed stand up to scrutiny or audit.

The EAC is providing state, territorial, and local election authorities the opportunity to participate in the FSP. This Agreement outlines the terms of participation in the FSP.

#### **Parties to this Agreement**

The parties to this Agreement include the participating election authority, the EAC, and the EAC’s contractors, if any. The EAC may utilize contractors to perform work, including on-site work at the participating election authority. The EAC will oversee the work performed by any approved contractors. These terms shall be incorporated upon agreement to participate in the FSP.

#### **Modification of this Agreement**

The EAC and the participating election authority may jointly modify this Agreement. Any modification shall be incorporated upon agreement by both parties in writing.

#### **Conditions of Participation**

State, territorial, and local election authorities are eligible to participate in the FSP. However, local election authorities that wish to participate in the FSP must first contact and inform their respective Secretary of State’s office, or other relevant state or territory level election office, before the EAC will commence work under this Agreement. The EAC will also contact the appropriate authority in advance of participation in the FSP. The EAC requires local election authorities to provide

written certification to the FSP that they have contacted their state or territory level election office to provide notice that the authority wants to participate in the FSP and the result of that communication.

**Participation is Voluntary and Non-Regulatory**

Participation in the FSP is voluntary and non-regulatory. Any advice that the EAC provides to the participating election authority during the course of and as a result of this engagement is non-binding to the EAC. The implementation of any advice is solely at the discretion of the participating election authority.

Participating election authorities can cease participation in the FSP at its discretion, however, the participating election authority must notify the EAC in writing that they are ceasing participation in the FSP.

The EAC reserves the right to revoke a participating election authority's participation in the FSP at any time the EAC sees fit for its convenience. The EAC can terminate, cancel, or cease service for its convenience without providing advanced notice to the participating election authority.

**Project Plan**

The EAC will provide the participating election authority with a project plan. This project plan will outline the services and goals the EAC seeks to provide through the FSP. The EAC reserves the right to modify the project plan at any time.

The EAC does not guarantee that on-site service will be provided to a participating election authority. The EAC also does not guarantee one-on-one services to participating election authorities.

**Testing and Interaction with Election Technology**

All testing or interaction with election technology intended to produce results as part of participation in the FSP must be completed by the participating election authority. The EAC, its employees, and assignees are not permitted to perform these tasks on behalf of participants and accept no liability for the completeness or accuracy of any testing or interaction.

**Access and Transparency from the Participating Election Authority**

By agreeing to participate in the FSP, the participating election authority agrees to provide EAC, within reason and capability, the resources the EAC requests to successfully complete the FSP. The participating election authority is expected to provide the resources, at the request of the EAC, within reason and as required, as well as in a transparent and complete manner. The resources include, but are not limited to:

- Access to election systems that fall under the Voluntary Voting Systems Guidelines (“VVSG”) / EAC certification;
- Access to corresponding technical staff, including IT and election technicians;
- Access to election administration staff;

- Access to or facilitate cooperation with system vendors, as needed; and
- Access to written guidance, administrative handbooks, canvass procedures, or any materials that would assist in the voluntary review of fielded systems, current administrative practices, or best practices.

The EAC reserves the right to modify the requested resources at any time.

### **Issue Resolution**

In the event the EAC discovers an issue where recommendations toward resolution are made over the course of engagement with the FSP, the EAC intends to assist the participating election authority in identifying and mitigating the issue(s). As stated above, participation in the FSP is voluntary and non-regulatory. Implementing any advice or mitigating any issue is solely at the discretion of the participating election authority.

### **Report of Findings and Conclusion of Services**

The EAC will provide a report of findings to the participating election authority at the end of the FSP. The FSP is considered ongoing until the report is provided to the participating election authority. This report documents corresponding test results, issues, remediations undertaken, and recommendations, if any.

The report and all test results will be posted on the EAC's website at the end of the FSP.

### **Public Records**

The EAC is a federal agency. All materials produced by the EAC as a result of participation in the FSP are agency records and subject to the Freedom of Information Act. The EAC considers the FSP process to be predecisional until the publication of a final report to the EAC website or the termination of involvement by either party.

As such, the participating election authority will have the opportunity to mitigate any issue discovered during the course of participation in the FSP before data is released to the public.

### **Costs**

The EAC is not responsible for any costs incurred by a participating election authority associated with participating in the FSP.

### **Liability and Warranty**

As stated above, participation in the FSP is completely voluntary. The EAC is not liable for any actions, or inaction, taken by the participating jurisdiction following receipt of the EAC's report of findings or any recommendations provided by the EAC. The EAC does not provide any warranty or guarantee with respect to its report of findings, or any recommendations provided to the participating jurisdiction.