

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MOHAVE COUNTY  
AND  
COCHISE COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this 20th day of April, 2026, between Mohave County, a political subdivision of the State of Arizona, and Cochise County, a political subdivision of the State of Arizona (each a “Party,” and together the “Parties”).

**RECITALS**

**WHEREAS**, A.R.S. Section 11-952 allows public agencies to contract for services and enter into agreements; and

**WHEREAS**, in 2022 the Arizona Legislature appropriated 1,000,000 to fund the Election Security Grant, pursuant to that certain Grant Agreement, Grant No. ADOA-DBF-ELEC-01, dated on or about October 1, 2022, by and between Cochise County and the State of Arizona (the “Grant”) for a pilot program to test ballot paper with enhanced security measures; and

**WHEREAS**, pursuant to that certain Invoice No. 01182023, dated January 18, 2023, by and between Cochise County and Runbeck Election Services, LLC, a domestic limited liability company (“Runbeck”), former Cochise County Recorder, David W. Stevens, used the Grant to purchase Ballot Paper (defined below) from Runbeck Election Services; and

**WHEREAS**, a substantial amount of the Ballot Paper purchased by Cochise County remains unused and Cochise County does not intend to utilize the paper beyond the testing conducted by the Cochise County Recorder; and

**WHEREAS**, Mohave County has entered into an agreement with Runbeck to use Ballot Guard paper, paper which is or is substantially similar to the Ballot Paper; and

**WHEREAS**, transferring whatever ownership interests Cochise County has in the Ballot Paper (the “Assigned Interest”) is convenient and efficient for both Parties, Cochise County desires to transfer Assigned Interest to Mohave County, and Mohave County desires to receive the Assigned Interest from Cochise County; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above shall be incorporated into this Agreement.
2. Definition of Ballot Paper. “Ballot Paper” means the remainder of the approximately 20,000 lbs. of 80# stock in rolls of paper purchased by the Cochise County Recorder for the pilot project as authorized by the FY 2023 Arizona State Budget for the Grant.
3. Assignment. Subject to the terms of this IGA, Cochise County hereby quitclaims, assigns, transfers, and conveys to Mohave County all of Cochise County’s right, title, and interest, if any, in and to the Assigned Interest. This is a quitclaim assignment only and conveys only such interest as Cochise County may have, if any, without any guarantee of ownership, validity, enforceability, or scope. Cochise County agrees, upon reasonable written request and at Mohave County’s expense, to execute additional documents reasonably necessary to effectuate the assignment.
4. Obligations of Mohave County. Mohave County hereby accepts the Assigned Interest including any costs, expenses, or obligations associated with storing the Ballot Paper. For the avoidance of doubt and without limitation, the foregoing includes any obligation to make arrangements with Runbeck with respect to the storage, shipment and delivery of the Ballot Paper (as Runbeck and Mohave County might agree).
5. No Representations or Warranties; Limitation of Liability. COCHISE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE ASSIGNED INTEREST, INCLUDING WITHOUT LIMITATION WITH RESPECT TO: (a) QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE); (b) TITLE, OWNERSHIP OR CHAIN OF TITLE, (c)

THAT THE ASSIGNED INTEREST IS FREE OF LIENS, LICENSES, CLAIMS, OR ENCUMBRANCES; AND/OR (D) THAT THE ASSIGNED INTEREST DO NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHT. THE ASSIGNED INTEREST IS TRANSFERRED "AS IS," "WHERE IS," AND WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN.

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (y) COCHISE COUNTY SHALL HAVE NO LIABILITY WHATSOEVER ARISING FROM THIS AGREEMENT OR THE ASSIGNED INTEREST; AND (z) IN NO EVENT SHALL COCHISE COUNTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

6. No Obligation to Support or Defend. Except as otherwise required by law, Cochise County shall have no obligation to assist in any litigation or disputes with respect to the Assigned Interest, including without limitation with respect to any dispute Mohave County may have with Runbeck with respect to the Assigned Interest. Any assistance, if provided, shall be at Cochise County's sole discretion and subject to reimbursement at Cochise County's standard rates or as may otherwise be agreed in writing by Cochise County and Mohave County.
7. Assumption of Risk; Indemnification. Mohave County acknowledges and agrees that: (a) it has conducted its own independent investigation and due diligence, (b) it assumes all risks relating to the Assigned Interest, and (c) the Assigned Interest may be encumbered or worthless. Mohave County shall indemnify, defend, and hold harmless Cochise County and its affiliates from any and all claims, damages, liabilities, losses, costs, and expenses (including attorneys' fees) arising out of or related to: (x) the Assigned Interest; (y), Mohave County's use of the Assigned Interest; and (z) any third-party claims, including infringement claims, pertaining to the Assigned Interest. This obligation survives indefinitely.
8. Monetary Consideration. There shall be no monetary consideration between Mohave County and Cochise County for this Agreement.
9. Board Approval Condition; Effective Date of Agreement. Notwithstanding any provision herein, this Agreement and the assignment contemplated hereby are expressly conditioned upon approval by the respective Boards of Supervisors of Cochise County and Mohave County. Either party may terminate this Agreement without liability if such approval is not obtained. This Agreement shall be and become effective upon the date of approval by the Cochise County

Board of Supervisors or the Mohave County Board of Supervisors, whichever comes later.

10. Severability. In case one or more provisions of this Agreement are held invalid or voidable, the validity of the remaining provisions shall not be affected thereby, and the Agreement shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.
11. Governing Law. The terms and conditions of this Agreement shall be construed and governed in accordance with the laws of the State of Arizona. Any litigation arising out of this Agreement shall be conducted in Cochise County, Arizona.
12. Entire Agreement and Amendment. This Agreement contains the entire agreement between the Parties concerning its subject matter and any amendment to this Agreement shall not be made except by mutual written agreement of the Parties. Neither Party may assign this Agreement absent the written consent of the other Party.
13. Cancellation. This Agreement may be canceled by either Party for conflict of interest pursuant to A.R.S. Section 38-511.
14. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
15. Notice. All written notices required under this Agreement shall be given by posting the same in first class mail or email to Cochise County as follows (or to such address as the Parties may from time to time specify in writing):

Name: Cochise County  
Address: 1415 W. Melody Lane  
City and State: Bisbee, AZ  
Zip Code: 85603  
Email Address:

and to County as follows:

Name: Mohave County  
Address: P.O. Box 7000  
City and State: Kingman, AZ  
Zip Code: 86402-7000  
Email Address: [sumnek@mohave.gov](mailto:sumnek@mohave.gov)

16. No-Partnership. Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other while executing and fulfilling the services under this Agreement.
17. Counterparts. This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereby have executed this Agreement on the day, and year set forth below.

**COCHISE COUNTY  
BOARD OF SUPERVISORS**


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

Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

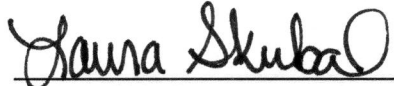
  
\_\_\_\_\_  
Daniel S. Restrepo  
Cochise County Deputy County Attorney

**MOHAVE COUNTY  
BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Travis Lingenfelter, Chairman

Date: 4/20/2020

**ATTEST:**

  
\_\_\_\_\_  
Laura Skubal  
Mohave County Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
William Davis  
Mohave County Deputy County Attorney