

## AGREEMENT

This Agreement is entered into by and between Maricopa County through its Board of Supervisors ("County") and the Arizona State Senate ("Senate") known as ("the Parties") and is effective on the date signed by the last Party to date and sign the Agreement.

Whereas the Senate issued subpoenas signed by its President and the Chair of its Judiciary Committee and dated January 12, 2021 and July 26, 2021, directed to Maricopa County Board of Supervisors; and

Whereas the County has fully complied with the subpoenas, except it has not provided the subpoenaed routers and splunk logs, citing security concerns, and also has not provided certain subpoenaed passwords and security tokens that the County does not possess; and

Whereas the Attorney General issued a Report finding the County's noncompliance a violation of state law; and

Whereas the County disputes the Attorney General's finding; and

Whereas the County has noticed the Senate and the state of Arizona that the County has a claim for money damages against the Senate and the State related to costs it incurred replacing equipment that was subject to the Senate's subpoenas; and

Whereas the Parties wish to amicably settle their differences;

### IT IS HEREBY AGREED:

1. A Special Master has been selected by the Parties to coordinate the process whereby answers will be provided to questions the Senate has concerning the County's routers and splunk logs as they relate to the November 3, 2020 general election. The Special Master is former congressman John Shadegg. Congressman Shadegg will hire one to three computer technology experts to assist him in responding to the Senate's questions.

2. The Special Master shall have the sole authority to hire his expert team. Each team member will sign a confidentiality and non-disclosure agreement stating that no information the team member acquired during their employment will be disclosed, revealed, released, published or otherwise disseminated to any person or entity, other than the Special Master.

3. The scope of the Senate's questions shall be limited to matters concerning the County's routers and splunk logs in relation to the November 3, 2020 general election. The relevant time period shall be from October 7, 2020 through November 20, 2020. The Special Master will disclose the questions posed by the Senate's counsel to the County's counsel and allow the parties an opportunity to brief any purported grounds for withholding some or all of an answer to the question. The Special Master will provide the answers in their entirety to the Senate and the County, provided that the Special Master will not communicate answers only if and to the extent they

disclose (i) attorney-client privileged communications of the County, (ii) nonpublic information relating to the Maricopa County Sheriff's Office or other law enforcement agencies, (iii) nonpublic information relating to the Maricopa County Superior Courts and/or information otherwise prohibited from disclosure by the Arizona Rules of the Supreme Court or (iv) the personal identifying information of any individual. For purposes of this section, the term "personal identifying information" shall include an individual's date of birth, Social Security number or protected health information, but shall not include an individual's name or usernames or passwords associated with a County computer system. The decision of the Special Master on such matters will be final. In the event that information sought by the Senate is not available, the Senate and the County shall be so informed. The answers to the Senate's questions will be shared only with the Senate and the County through their respective counsel. The Special Master will not be required to prepare a report.

4. The Special Master and his team will work with appropriate security protocols in place to prevent the disclosure of any information they acquire. The Special Master and his team will have no connectivity to the internet while conducting searches of the County computer equipment. The Special Master and his team will not copy (to any device or in any form) any of the information they review or observe during the course of their work.

5. Any subpoena or court ordered production of information made of the Special Master shall be immediately conveyed to counsel for both the Senate and the County so either party can seek relief from production if needed.

6. The County agrees to forever waive and release its claim referenced in its Notices of Claim served on Senate President Fann and dated August 18, 2021 and August 23, 2021, related to the County's replacement of its election equipment that had been delivered to the Senate pursuant to the January 12, 2021 subpoena, and any other claim or cause of action arising out of the Covenant of Indemnification by and between the Arizona Senate and Maricopa County dated April 20, 2021.

7. The County agrees to produce any digital images of ballot envelopes, which were commanded to be produced by the July 26, 2021 subpoena and that have not yet been produced at the time of the signing of this agreement, if any, no later than September 22, 2021.

8. The County agrees to pay all costs for the employment of the Special Master and his staff and not seek indemnification or damages from the Senate.

9. The Senate agrees that upon execution of this Agreement, President Fann will send on the same day she executes this Agreement both an email and a USPS letter to the Arizona Attorney General stating that the County has fully complied with the Senate's outstanding subpoenas and further action on his part is not warranted.

10. This Agreement constitutes the entirety of the agreements of the Parties and may not be amended or otherwise altered or changed except in writing and signed by the Parties.