

RESOLUTION NO. 75-20

A RESOLUTION AUTHORIZING A MAIL BALLOT ELECTION IN
THE CITY OF GRAND JUNCTION FOR THE REGULAR MUNICIPAL ELECTION
ON APRIL 6, 2021, AND AUTHORIZING THE CITY CLERK TO SIGN THE
INTERGOVERNMENTAL AGREEMENT WITH MESA COUNTY CLERK AND
RECORDER TO CONDUCT SAID ELECTION

RECITALS.

Pursuant to Article II, paragraph 3 of the City Charter the regular election for the City of Grand Junction is scheduled for the first Tuesday after the first Monday in April of every second year and accordingly the 2021 election shall be held on Tuesday, April 6, 2021.

The City Council finds that conducting the election by mail ballot is the most efficient method for that election.

The City Council has designated the City Clerk as the Designated Election Official (DEO) for the election.

The Municipal Election Code C.R.S. 31-10-101 *et seq.*, authorizes mail ballot elections for municipal elections.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

1. The Regular Municipal Election for the City of Grand Junction is scheduled for April 6, 2021 and will be conducted by mail ballot.
2. That the City Clerk is hereby authorized to enter into an Intergovernmental Agreement with the Mesa County Clerk and Recorder for the conduct of said election (Exhibit A).

Approved this 16th day of December 2020.


C.E. "Duke" Wortmann
President of the Council

ATTEST:



Wanda Winkelmann
City Clerk





Intergovernmental Agreement Between
Mesa County Clerk and Recorder
And
City of Grand Junction

Regarding the Conduct and Administration of the
April 6, 2021 Municipal Election

Tina M. Peters
Mesa County Clerk & Recorder
200 S. Spruce Street | Grand Junction, CO 81501
Tina.Peters@MesaCounty.US Office(970) 244-1714 Cell (970) 812-2610

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") for election administration services is between the City of Grand Junction, (the "City"), and the Mesa County Clerk and Recorder, (the "Clerk"), collectively referred to as the "Parties" and is signed and effective this 16 day of December 2020.

PURPOSE

The City has requested the Clerk to provide election administration services in connection with the City's regular municipal election (the "2021 Municipal Election"). The Clerk is willing to assist the City in certain aspects of the 2021 Municipal Election to effectuate a smooth and efficient election process. The Clerk and the City have determined that it is in the best interests of the City and its inhabitants to cooperate and contract for certain services in connections with the 2021 Municipal Election.

The City has called an election to be held on April 6, 2021. The City has chosen to conduct a mail ballot election under applicable provisions of Title 31, Article 10 of the Colorado Municipal Election Code of 1965, *et seq.* The City has designated City Clerk Wanda Winkelmann as the City's Designated Election Official (DEO). The DEO will have primary responsibility for election procedures. The Clerk and Recorder, Tina M. Peters, will serve as the Coordinated Election Official (CEO).

This agreement applies to election administration services to be rendered by the Clerk, and related duties to be performed by the City, in order to conduct the 2021 Municipal Election under the Uniform Election Code of 1992 and applicable provisions of the Secretary of State's Election Rules in lieu of the Municipal Code of 1965, in accordance with CRS Section 1-1-102(1), CRS 31-10-101-1540 as amended and the City Home Rule Charter and Municipal Code.

The Clerk agrees to provide Election administration services and conduct the 2021 Municipal Election on behalf of the City . The City will have all other election-related duties not specified per this agreement and agrees to take all reasonably necessary action for the City's governing body to adopt an ordinance or resolution as required by it.

PETITIONS

The City will be responsible for receiving and processing petitions. The Clerk shall provide voter registration lists as required and requested by the City.

BALLOT CONTENT

No later than February 5, 2021 by 5:00 pm MST, the City will certify the ballot title, text, and the order in which the ballot content will appear. Content will be submitted to the Clerk in Microsoft Word. The certified content will be final and the Clerk will not be responsible for making any changes after the certification. The City's DEO will sign the certification.

The Clerk will prepare, coordinate, and charge the City without markup for the printing of the ballot packets. The Clerk will coordinate with a qualified print vendor to print and mail the ballot packets to eligible active registered electors, including eligible electors designated as military and overseas in accordance with the Uniform Military and Overseas Voters Act. Ballot packets to eligible active registered electors shall be mailed between March 15, 2021 and March 22, 2021. Ballot packets to eligible electors designated as military and overseas in accordance with the Uniform Military and Overseas

Voters Act shall be mailed no later than February 20, 2021.

The City will review, proofread, and approve the layout, format, and text of the official ballot no later than February 8, 2021 by 5:00 pm MST and provide written notice acknowledging the layout and text of the sample and official ballots within one business day of receipt of the ballot proofs from the Clerk.

TABOR NOTICE

Pursuant to section 1-7-116(3) C.R.S., the parties are required to enter into an agreement regarding the preparation and mailing of the notice required by the Tax Payer Bill of Rights (TABOR) in accordance with the Colorado Constitution, Article X, Section 20 (TABOR Notice).

The City is solely responsible for the process and receiving written comment and summarizing such comments as are required by Section 20 of Article X of the Colorado Constitution.

The City shall be responsible for the preparation, printing and mailing of the notice of ballot issues. The City shall mail such TABOR notice in accordance with TABOR at least 30 days prior to the election.

The City acknowledges that mailing of the TABOR notice must be "at least cost" pursuant to Article X, Section 30(3)(b) of the Colorado Constitution. The Clerk will be in no way responsible for the accuracy or sufficiency of any TABOR notice. The cost of the TABOR notice will be the sole responsibility of the City. A copy of the published TABOR notice shall be submitted to the Clerk for her records.

LEGAL NOTICES

The City will post and/or publish any legal notices of the City's 2021 Municipal Election as required by law. A copy of the published legal notice shall be submitted to the Clerk for her records.

ELECTION JUDGES

The City will consult with the Clerk on individuals who are eligible and able to serve as election judges pursuant to statute. The Clerk will appoint election judges, determine their compensation, and provide the training of the judges for the election office and counting center. The Clerk will provide a list of election judges upon request to the City. The Clerk will verify the registration status of election judges.

VOTING LOCATIONS AND ABSENTEE VOTING

For the deposit of voted mail ballots not returned by the United States Postal Service ("USPS") the City has designated the following drop off box locations:

- Locked 24-hour depository box with video surveillance located at City Hall – 250 N 5th St., Grand Junction, CO 81501.
- Locked 24-hour depository box with video surveillance located at Mesa County Central Services – 200 S Spruce St., Grand Junction, CO 81501 located in the main parking lot.
- Locked 24-hour depository box with video surveillance located at GVT – West Transfer Facility – 612 24 ½ Road, Grand Junction, CO 81505

- o Locked 24-hour depository box with video surveillance located at Department of Human Services, 510 29 ½ Road, Grand Junction, CO 81504
- o Mesa County Elections Office – 200 S Spruce St., Grand Junction, CO 81501 (Monday – Friday 8:00am to 5:00pm, excluding legal holidays and 7:00 am to 7:00 pm Election Day).

The Clerk will issue replacement mail ballots when requested in person to eligible electors in active status from the Clerk’s Office. This service is available Monday – Friday 8:00am to 5:00pm, excluding holidays and on Election Day from 7:00am to 7:00pm.

Completed applications for absentee ballots shall be transmitted to the Clerk at the Elections Office at 200 S Spruce St, Grand Junction, CO 81501 for processing. The Clerk shall, upon receipt of the absentee request, mail a ballot package to the eligible elector in accordance with C.R.S 31-10-1002.

PREPARATION FOR ELECTION

The Clerk will provide the necessary voting equipment and coordinate the programming of the voting equipment and setup the election in the Statewide Colorado Voter Registration and Election (“SCORE”) program.

The Clerk will create and certify a list of registered voters containing the names and addresses of each elector registered to vote in the City, and provide the City with such list.

The Clerk will provide an address library report from SCORE no later than December 21, 2020, which will list the street addresses located in both the City and Mesa County according to the statewide voter system.

The Clerk will deliver the Address Library Report to the City along with an Address Library Report Sign-Off Form (“Sign-Off Form”). The City will review all information in the report and indicate on the Sign-Off Form whether any changes are needed, or whether the report is complete and accurate. It is the City’s responsibility to ensure that the information contained in the Address Library Report is accurate representation of the streets contained within the City’s legal boundaries. The City must return the complete Sign-Off Form to the Clerk at or before 3:00 pm on December 28, 2020. If the City requests any changes to the Address Library Report on the Sign-Off Form, the Clerk will make the requested changes and return the amended Address Library Report to the City along with a second Sign-Off Form. The City must certify to the Clerk the completeness and accuracy of the Address Library Report by completing the Sign-Off Form and submitting such to the Clerk at or before 3:00 pm on January 4, 2021.

The Clerk will conduct a public logic and accuracy test (“LAT”) of certified voting system components that will be utilized in the 2021 Municipal Election.

No later than January 15, 2021 at 3:00 pm the City will provide the Clerk the instruction sheet that goes in the mail ballot packets.

The Clerk will refer all inquiries concerning the substance of the ballot issue(s), ballot questions, candidate information, and/or the operations of the City to the City’s Designated Election Official (DEO).

TABULATION

All processes relating to the tabulation of ballots shall be the responsibility of the Clerk. An unofficial abstract of votes will be provided to the City upon completion of the counting of all ballots on election night.

STORAGE OF MAIL BALLOTS

The City shall remove the tabulated ballots and store at a City facility of their choosing. This shall be completed no later than April 28, 2021.

CANVASS

The canvass of votes will be the responsibility of the City. The City will select and oversee the conduct of the Board of Canvassers and the testing board. The Board of Canvassers will prepare the canvass of votes and the completion of the abstract.

ALLOCATION OF COSTS OF ELECTION

The City shall reimburse the Clerk for all direct cost incurred for the 2021 Municipal Election. See attached cost estimate sheet. Such reimbursement shall be made within 30 days of receipt of billing from the Clerk which shall not occur until 30 days after the Canvass and the completion of any Recount and Election contests, whichever occur last.

TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and continue until all statutory requirements concerning the conduct of the election are fulfilled.

AMENDMENT

This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

INTEGRATION

The Parties acknowledge that this Agreement constitutes the sole and entire agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation or other written document made by another Party or employee, agent or officer of that Party.

CONFLICT OF LAW

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law, and the non-conflicting portions shall be enforced as written to the extent possible.

TIME OF ESSENCE

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms and deadlines of this Agreement or the Code may result in consequences up to and including termination of this Agreement.

GOOD FAITH

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

INDEMNIFICATION

To the extent allowed by law, the City agrees to indemnify, defend, and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, errors or omissions of the City in completing its responsibilities relation to the 2021 Municipal Election.

GOVERNING LAW: JURISDICTION AND VENUE

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.

NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

The Parties understand and agree that Clerk and by extension, Mesa County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the Parties. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, the Parties agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

NO THIRD PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties herein, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

SEVERABILITY

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect to the extent possible.

NOTICES

All notices, request, demands, consents, and other communication pertaining to this agreement shall be

transmitted in writing and shall be deemed duly made when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing:

Notice to the City:

Wanda Winkelmann, City Clerk
City of Grand Junction
250 North 5th St.
Grand Junction, CO 81501

Notice to the Clerk:

Tina M. Peters, Clerk and Recorder
Mesa County
200 S Spruce St.
Grand Junction, CO 81501

In witness whereof, the City and the Clerk have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

MESA COUNTY

By: Tina M. Peters, Clerk and Recorder

Date: _____

CITY OF GRAND JUNCTION

Wanda Winkelmann

Wanda Winkelmann, City Clerk

Date: 12/16/2020

transmitted in writing and shall be deemed duly made when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing:

Notice to the City:

Wanda Winkelmann, City Clerk

City of Grand Junction

250 North 5th St.

Grand Junction, CO 81501

Notice to the Clerk:

Tina M. Peters, Clerk and Recorder

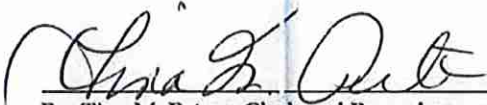
Mesa County

200 S Spruce St.

Grand Junction, CO 81501

In witness whereof, the City and the Clerk have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

MESA COUNTY



By: Tina M. Peters, Clerk and Recorder

Date: 12/18/2020

CITY OF GRAND JUNCTION



Wanda Winkelmann, City Clerk

Date: 12/16/2020



Mesa County Election Reimbursement Form
2021 Municipal Election - Estimate

Municipal Information	
Municipality or Town	City of Grand Junction
Number of active electors as of	43,344
Reimbursable Election Expenses Incurred for the 2021 Municipal Election	
Election Staff	
Election staff time (including overtime)	\$ 20,500.00
Temporary election staff time (including overtime)	\$ 2,000.00
Total Election Staff Expenses	\$ 22,500.00
Election Judges	
Election judges training materials	\$ 500.00
Election judge compensation	\$ 19,200.00
<i>Other election judge expenses:</i>	
Total Election Judge Expenses	\$ 19,700.00
Total Election Compensation	\$ 42,200.00
Ballot and Envelope Printing (Mail, In-Person, Provisional, etc)	
Ballot printing	\$ 11,337.75
Ballot envelopes	\$ 10,350.00
Voter instructions, secrecy sleeves, inserts	\$ 4,500.00
Correspondents, affidavits, applications, et al.	\$ 340.00
Ballot shipping fees	\$ 2,000.00
Ballot on Demand supplies (ballot stock, toner, consumables)	\$ 500.00
<i>Other ballot related printing expenses:</i>	
test deck, test ballots	\$ 87.75
Total Mail Ballot Printing Expenses	\$ 29,115.50
Ballot Programming, Insertion, and Mailing Services	
Ballot layout and programming	\$ 1,000.00
Ballot insertion and mailing fees	\$ 3,600.00
BOD programming	\$ -
<i>Other Ballot Service Expenses:</i>	
Total Mail Ballot Service Expenses	\$ 4,600.00
Location Expenses	
VSPC expenses (if any)	\$ -
Signage (if any)	\$ -
Office supplies (pens, forms, etc)	\$ 500.00
Vehicle expenses (rental, mileage)	\$ 200.00
Equipment Expenses	\$ -
Ballot and equipment delivery/collection	\$ -
Remote connectivity expenses (WiFi)	\$ -
Storage management supplies	\$ 300.00

<i>Other Location Expenses:</i>	
Total Location Expenses	\$ 1,000.00
Security Expenses	
Transfer cases and portable ballot boxes	\$ -
Standalone drop box	\$ -
Video surveillance system	\$ 200.00
Electronic access system	\$ -
Seals	\$ 30.00
CBI background checks	\$ 50.00
Security personnel	\$ -
<i>Other Election Security expenses:</i>	
Total Security Expenses	\$ 280.00
Election Notices	
Statutory notice of election	\$ -
Non-mandatory notices and voter outreach	\$ -
<i>Other Election Notices Expenses:</i>	\$ -
All notices to be completed by City of Grand Junction	
Total Election Notice Expenses	\$ -
Equipment Consumables	
Agilis Consumables	\$ 300.00
Dominion Consumables	\$ 200.00
<i>Other Equipment Consumables Expenses:</i>	
Total Equipment Consumables Expenses	\$ 500.00
Postage	
Mail ballots	\$ 5,000.00
Mandatory voter mailings	\$ 130.00
Return ballot and forwarding postage	\$ 200.00
<i>Other Postage Expenses:</i>	
Total Postage Expenses	\$ 5,330.00
Total Reimbursable Expenses:	\$ 83,025.50