



**MESA COUNTY**  
CLERK & RECORDER

**RECEIVED**

AUG 21 2023

Mesa County Elections  
4:24 pm SW

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

Regarding the Conduct and Administration of the  
November 7, 2023 Coordinated Election

200 S. Spruce Street | Grand Junction, CO 81501  
voter.info@mesacounty.us | (970) 244-1662

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered between the City of Grand Junction, ("City" or "Jurisdiction") and the Mesa County Clerk and Recorder, ("Clerk" or "CEO" as defined herein), effective on August \_\_, 2023 ("Effective Date"). The Clerk and City may be collectively referred to as the "Parties" or in context as a "Party".

#### **RECITALS**

**WHEREAS**, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections to reduce taxpayer expenses; and

**WHEREAS**, pursuant to § 1-7-116, C.R.S., if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official; and

**WHEREAS**, pursuant to § 1-5-401, C.R.S., shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in Article 7.5 of Title 1, C.R.S.; and

**WHEREAS**, the City of Grand Junction Municipal Code 2.20.010 states that the Jurisdiction has adopted the Colorado Municipal Election Code of 1965. This code allows the municipality to provide an ordinance or resolution that it will utilize the requirements and procedures of the "Uniform Election Code of 1992", articles 1 to 13 of Title 1, C.R.S., in lieu of this article, with respect to any election (C.R.S. § 31-10-102.7)

**WHEREAS**, the City will notify the Clerk that the Jurisdiction has provided by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965 (C.R.S. § 31-10-101 *et seq.*) with respect to the Coordinated Election and forthwith provide a copy of said ordinance or resolution to the Clerk on or before August 25, 2023.

**WHEREAS**, the County and Jurisdiction have determined that § 1-7-116, C.R.S., applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a Coordinated Election on November 7, 2023; and

**WHEREAS**, such agreement is authorized by State law; and

**NOW, THEREFORE**, for and in consideration of the foregoing Recitals and the promises herein contained, the sufficiency of which is hereby acknowledged in the making of this Agreement, the Parties agree as follows:

## SECTION I.

### PURPOSE AND GENERAL MATTERS

#### 1.01 DEFINITIONS.

A. **"Address Library Report"** means the most current address report from the Secretary of State voter registration system that defines street addresses and precincts within the jurisdiction.

B. **"Coordinated Election Official"** ("CEO") means the Mesa County Clerk and Recorder who shall act as the "Coordinated Election Official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. **"Colorado Election Code" or "Code"** means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. **"Coordinated Election"** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdictions.

E. **"Contact Officer"** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

F. **"Designated Election Official"** ("DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

G. **"IGA" or "Agreement"** means this Intergovernmental Agreement between the County and the Jurisdiction for election coordination.

H. **"Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to City of Grand Junction.

I. **"Logic and Accuracy Test"** means a test of all electronic and electromagnetic voting equipment to test mail, provisional and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

J. **"Mail Ballot Packet"** means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "Risk Limiting Audit" means such audit as set forth substantially in the Colorado Election Code.

L. "Precinct" means an area with established boundaries within a political jurisdiction used to establish election districts.

M. "Proposed Jurisdiction" means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. "SCORE" means Statewide Colorado Registration and Election database.

O. "SOS" means the Colorado Secretary of State.

P. "SOS Election Calendar" means the most recent election calendar as published on the SOS website located at [www.sos.state.co.us](http://www.sos.state.co.us) and attached hereto as Attachment C and incorporated herein by this reference.

Q. "TABOR" means a ballot issue that is governed by article X, § 20 of the Colorado Constitution.

R. "UOCAVA voters" means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

#### 1.02 JURISDICTIONAL LIMITATION.

The Jurisdiction encompasses territory within Mesa County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Mesa County.

#### 1.03 GOAL.

The purpose of this Agreement is to set forth the tasks to be completed by the CEO and the Jurisdiction to conduct the election and to provide for the cost thereof.

## SECTION II.

### COUNTY/JURISDICTION RESPONSIBILITIES

#### 2.01 DESIGNATED OFFICIALS.

The CEO is Bobbie Gross, Mesa County Clerk and Recorder. The DEO is Amy Phillips, Grand Junction City Clerk.

#### 2.02 JOINT RESPONSIBILITIES.

Nothing herein shall be deemed or construed to relieve the County or the Jurisdiction from their official responsibilities for the conduct of the election as generally set forth in the Colorado Election Code.

Both Parties shall:

- A. Familiarize themselves with and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election, unless superseded by other legal authority.
- B. Enforce all applicable provisions of § 1-45-101, C.R.S., *et seq.*, the Fair Campaign Practices Act.
- C. Review and execute this IGA with all required signatures on or before the deadline set forth in § 1-7-116(2), C.R.S.
- D. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for the election.

#### 2.03 CEO RESPONSIBILITIES.

The CEO shall perform the following duties:

- A. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of the election. Such information shall not include legal advice.
- B. Maintain voter records and an address library for Mesa County voters within SCORE. Comply with Colorado Secretary of State and Mesa County cyber-security recommendations to protect confidential voter information.
- C. Send a certified list of registered voters to the Jurisdiction via secure email transfer or printed copy. The fee for furnishing the list shall be as follows:
  - a. Email List = \$25.00
  - b. List as a Printed Copy = \$25.00 and \$.05 per page
- D. To identify which addresses are eligible to receive and vote on the Jurisdiction's ballot questions, the CEO shall perform the following duties for the Address Library:

- a. Use the Colorado SCORE database to produce an Address Library Report that indicates residential homes included within the boundaries of the Jurisdiction.
  - b. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.
  - c. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- E. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 90 days prior to the Election.
  - F. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to [vote.mesacounty.us](mailto:vote.mesacounty.us)
  - G. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:
    - a. If the Jurisdiction is entirely within Mesa County, the CEO has authority to set the ballot measure order and number.
    - b. If the Jurisdiction includes territory in more than one county, the Clerk will coordinate with the other applicable counties for purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.
  - H. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.
  - I. Provide a candidate hotline at (970) 255-5059, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.
  - J. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.
  - K. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.
  - L. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S., for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

- M. If the Jurisdiction's election includes a TABOR issue, the CEO shall perform the following duties relative to the TABOR Notice:
- a. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.
  - b. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in Mesa County. The CEO may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."
  - c. Post the TABOR Notice on [vote.mesacounty.us](http://vote.mesacounty.us)
  - d. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the CEO's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the CEO's total expenditures relative to the TABOR Notice.
- N. Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the election.
- O. Establish and maintain mail ballot drop box locations and designate and operate Voter Service and Polling Centers as required by the Code.
- P. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop box location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop box.
- Q. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.
- R. Maintain a record of every eligible voter's registration and every ballot sent, received, voided, and cast using the Colorado SCORE voter registration and election management system.
- S. Send letters to voters whose mail ballots are missing a signature, missing identification or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.
- T. Maintain the following reports for all Mesa County eligible voters, and publish a public version (excluding confidential voters) on [vote.mesacounty.us](http://vote.mesacounty.us)
- a. A turnout list, including the names of eligible electors, precinct number, date mail ballot was sent, and date ballot was issued at a Voter Service and Polling Center.

- U. Accept public inquiries by phone at (970) 244-1662 and by email at voter.info@mesacounty.us. Respond to all correspondence and calls within the CEO's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures, or operations.
- V. The CEO will post unofficial and official election results per Election Rule 11.9. Those results will be found at vote.mesacounty.us.
- W. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.
- X. Prepare and run the required Risk Limiting Audit in accordance with the Code before certifying election results.
- Y. Appoint a Canvass board and conduct a canvass of the votes to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.
- Z. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election.
- AA. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election
- BB. To ensure consistency, transparency, and accountability, the Clerk will act as records custodian for purposes of the Colorado Open Records Act § 24-27-201, C.R.S. (CORA) and may release such records in compliance with the provision of CORA.

**2.04 JURISDICTION RESPONSIBILITIES.**

The Jurisdiction shall perform the following duties:

- A. Identify a Designated Election Official to act as liaison between the Jurisdiction and the CEO. The Jurisdiction designates the below named person to act as the DEO for all matters under the Code and the Rules which require action by the DEO.

DEO name: Amy Phillips  
 Primary phone: 970-244-1533  
 Cell phone: 970-759-2711  
 Email: amyp@gjcity.org



From the date of execution of this Agreement through the official certification of the final election results including any recounts, the DEO shall be readily available and accessible during regular business hours, and at other times when notified in advance by the CEOs' contact person, for consultation and decision-making on behalf of the Jurisdiction. In addition, the DEO is responsible for receiving and timely responding to inquiries made by the Jurisdiction's voters or others interested in the Jurisdiction's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

- B. Notify the County prior to executing this Agreement if the Jurisdiction's boundaries include property in any other county.
- C. Review the Address Library Report provided by the CEO, which determines which residential addresses are within the jurisdiction. View the street ranges in a map format at: <https://emap.mesacounty.us/viewer>. Confirm the street ranges are correct and identify any errors, omissions or deletions if necessary. Provide the CEO with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the Clerk, including any corrections, if necessary, by the date set forth in Attachment B.
  - a. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the Clerk with a certified legal description, map, and a list of street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.
- D. For elections where, owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:
  - a. Coordinate directly with the Mesa County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in Mesa County, in accordance with § 1-5-304 C.R.S., and by the deadlines in Attachment B.
  - b. To receive access to the DEO SCORE Lookup, contact Colorado Secretary of State's Office at <https://www.sos.state.co.us/voter/auth/login.xhtml>. Click on request voter lookup access.
  - c. Using the list from the Assessor's Office:
    - i. Remove from the list non-person entities and persons not living in the state of Colorado.

- ii. Look up the remaining names using the Secretary of State SCORE look-up tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.
  - iii. Remove from the list persons who reside in the Jurisdiction, as they will already receive a mail ballot.
  - iv. Deliver to the CEO via email an initial and a supplemental list of property owners who are property owners in the Jurisdiction, registered to vote in Colorado, and not physically residing in the Jurisdiction. Each list should be delivered by the deadline indicated in Attachment B. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.
  - v. The CEO will mail affidavits to each eligible elector residing outside of the district included on the property owner list provided by the DEO. Each eligible elector who resides outside the district, but is registered to vote in Colorado, must complete, sign and return the affidavit to the County Clerk. Upon receipt and verification of the completed affidavits, the CEO will mail each eligible elector a mail ballot packet. Those electors who reside within the district will not be required to complete the affidavit.
- E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S., for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, responding to protest filings, and cures if applicable.
- F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.
- G. Defer to the CEO to determine the number and letter of each ballot issue and question, as provided in Section 2.03 hereof. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the CEO.
- H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the CEO. Submit the ballot content via email to Stephanie Wenzholz at [stephanie.wenzholz@mesacounty.us](mailto:stephanie.wenzholz@mesacounty.us) on or before the deadline as set forth within Attachment B. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. (Ballot

content submitted to the Clerk after the deadline will not appear on the ballot.) Example provided as attachment D.

- I. **Within two hours** of receipt from the CEO, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the CEO via email to the Elections Manager, Stephanie Wenholtz at [stephanie.wenholtz@mesacounty.us](mailto:stephanie.wenholtz@mesacounty.us), or such alternate email address as the CEO may designate.
- J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the Clerk's candidate hotline at (970) 255-5059 by the deadline indicated in Attachment B and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.
- K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:
  - a. Receive petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.
  - b. Prepare a financial summary for each ballot question or issue.
  - c. Prepare a Microsoft Word document using the template provided by the CEO for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment B.
  - d. Defend and resolve, at the Jurisdiction's sole expense, all challenges related to the candidates, ballot issues and/or ballot questions, or to the TABOR Notice if applicable, as certified to the Clerk.
- L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the CEO in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the CEO for its records.
- M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures or operations. Refer members of the public and news media to the CEO for any matters outside of the CEO's expertise relating to election procedures.
- N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the CEO for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating jurisdictions as per § 1-10.5- 101, C.R.S.
- O. Remit to the CEO the total payment for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the CEO.

### SECTION III.

#### CANCELLATION OF ELECTIONS

##### 3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the Clerk relating to the election incurred before receipt of such notice and activities of the Clerk relating to cancelling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. If the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment B), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

### SECTION IV.

#### MISCELLANEOUS

##### 4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:       Stephanie Wenholz  
                          Elections Manager  
                          Mesa County Clerk and Recorder's Office - Elections Division  
                          200 S Spruce Street  
                          Grand Junction, CO 81502  
                          Phone: (970) 244-1661  
                          Cell: (970) 216-1434  
                          Fax: (970) 255-5039  
                          Email: Stephanie.Wenholz@mesacounty.us

To Jurisdiction: Amy Phillips  
                          City Clerk  
                          City of Grand Junction  
                          250 N 5<sup>th</sup> Street  
                          Grand Junction, CO 81501  
                          amyp@gjcity.org

#### **4.02 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 November 7, 2023 election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

#### **4.03 ALLOCATION OF COSTS OF ELECTION**

The Jurisdiction shall reimburse the CEO for all cost incurred for the 2023 Coordinated Election. Such reimbursement shall be made within 30 days of receipt of billing from the CEO.

#### **4.04 AMENDMENT.**

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

#### **4.05 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.

#### **4.06 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.

#### **4.07 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 of this Agreement and/or the deadlines in Attachment B or the Code may result in consequences up to and including termination of this Agreement.

#### **4.08 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.

**4.09 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.**

The Parties understand and agree that the Clerk, the Mesa County 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 Clerk or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the Clerk 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.

**4.10 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 CEO and the Jurisdiction, 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.

**4.11 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 and all legal actions arising under this IGA shall lie in the District Court in and for the County of Mesa, State of Colorado.

**4.12 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.

**4.13 ATTACHMENTS.**

The following attachments are incorporated herein by this reference.

Attachment A - 2023 Cost Estimate

Attachment B - Key Dates for Coordinating Jurisdictions (subject to updates)

Attachment C – State Elections Calendar

Attachment D – Certified Format Information Page

END OF PAGE

**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 Jurisdiction:*

Amy Phillips

City of Grand Junction

250 N 5<sup>th</sup> St.

Grand Junction, CO 81501

*Notice to the Clerk:*

Bobbie Gross

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 Clerk and Recorder*



By: Bobbie Gross, Clerk and Recorder

Date: 8-22-2023

*City of Grand Junction*



By: Anna Stout, President of the Council

Date: 8-21-2023



Attest: Amy Phillips, City Clerk



