MESA COUNTY
CLERK & RECORDER

Intergovernmental Agreement

Between

Mesa County Clerk and Recorder and

City of Grand Junction

Regarding the Conduct and Administration of the April 8, 2025 Municipal Election

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

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") for election administration services ("Election Services") is by and between the City of Grand Junction, a Colorado home rule municipality, ("City"), and the Mesa County Clerk and Recorder ("Clerk"), collectively referred to as the "Parties".

1. **PURPOSE**

   a. The City may contract with the Clerk to perform all or part of the required duties in conducting an election pursuant to §1-1-111(2), C.R.S. The City has requested the Clerk to administer the City's regular municipal election to be held on April 8, 2025 ("2025 Municipal Election"). The City and the Clerk have determined that it is in the best interests of the local government and its inhabitants to cooperate and contract for Election Services in connection with the 2025 Municipal Election.

   b. The Clerk has agreed to conduct and provide Election Services for the 2025 Municipal Election under Title 1 of the Colorado Revised Statutes ("Code") on behalf of the City. The City has adopted a resolution stating that the 2025 Municipal Election shall be conducted under Title 1 pursuant to §31-10-102.7, C.R.S. The City has appointed Bobbie Gross as its Designated Election Official ("DEO") for the 2025 Municipal Election, and the City desires to enter into this Agreement with the Clerk to conduct the Election. Title 1 shall supersede Title 31 and the City of Grand Junction's Charter in most cases.

   c. The Clerk shall not provide any legal advice to the City.

   d. This Agreement describes the roles and responsibilities of the Parties for the conduct of the 2025 Municipal Election.

2. **CANDIDATES AND PETITIONS**

   a. The City shall be responsible for certifying the eligibility of municipal candidates per applicable municipal law. The City shall issue the petition format to eligible candidates. Candidates shall submit completed petitions to the City and the City shall verify signatures and determine the petitions' sufficiency or insufficiency. The City is responsible for the retention of the petitions and other documents per applicable municipal law and/or adopted retention schedules.

b. The Clerk shall provide voter registration lists as required and requested by the City. The fee for furnishing the list shall be twenty-five dollars ($25.00) in total, or one cent ($0.01) per name contained on the registration list, whichever is greater.

c. Write-in candidates must file an affidavit of intent to run as a write-in candidate by the close of the 64th day before the Election, February 3, 2025 (C.R.S. §§1-4-1101, 1-4-1102). A copy of the affidavit shall be forwarded to the Clerk via email as provided in ¶25. No other write in candidate will be accepted after February 3, 2025.

3. **BALLOT CONTENT**

a. No later than 5:00 P.M. MST, February 7, 2025, the City shall certify the ballot title, text, and the order in which the ballot content ("Ballot Content") shall appear. The Ballot Content shall be submitted to the Clerk in Microsoft Word via email as provided in ¶25. The Ballot Content shall be final, and the Clerk shall not be responsible for making any changes after the certification.

b. **Within two hours** of receipt from the Clerk, the City designee shall proofread the layout and the text of the City's ballots and provide written notice of acceptance of the form and content to the Clerk via email as provided in ¶25.

c. The Clerk shall create the ballot by style and report by style. The City shall 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 shall be mailed to eligible active registered electors between March 17, 2025, and March 22, 2025. Ballot packets shall be mailed to eligible electors designated as military and overseas in accordance with the Uniform Military and Overseas Voters Act no later than February 22, 2025.

4. TABOR NOTICE

a. Pursuant to §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 Taxpayer Bill of Rights ("TABOR") in accordance with the Colorado Constitution, Article X, Section 20 ("TABOR Notice").
b. The City is solely responsible for the process of receiving written comments and summarizing such comments as is required by Section 20 of Article X of the Colorado Constitution.
c. 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.
d. 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 shall not be responsible for the accuracy or sufficiency of any TABOR Notice. The cost of the TABOR Notice shall be the sole responsibility of the City. A copy of the published TABOR Notice shall be submitted to the Clerk for the Clerk's records.
e. The Clerk may but is not required to provide suggestions for vendors for the TABOR Notice.

5. LEGAL NOTICES

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

6. ELECTION JUDGES

a. The Clerk shall hire and train the election judges, including providing specific instruction in the secure operation of the election equipment. The Clerk shall certify the election judges and pay the compensation of the judges. The City shall reimburse any costs and compensation associated with the election judges in accordance with the reimbursement provisions of this Agreement.

7. BALLOTS, VOTING LOCATIONS, AND UOCAVA VOTING

a. Eligible electors would receive a ballot by mail and either vote by mailing those ballots, depositing the ballots at a drop box location, or dropping off at a Voter Service and Polling Center. Electors shall also have an option to vote at a Voter Service and Polling Center.

b. *Voter Service and Polling Centers*

i. Per statute, for any election where the Clerk is the DEO, the Clerk shall designate at least one Voter Service and Voting Center ("VSPC") for each thirty thousand current active electors (C.R.S. 1-7.5-107(4.5)(III)(B)(b.5)).

ii. The minimum number of VSPC shall be open at a minimum of eight days prior to and including the day of the Election, not including Sunday (C.R.S. 1-7.5-107(4.5)(III)(c)).

iii. The Parties have agreed that the VSPC shall be located at 200 S Spruce St., Grand Junction, CO 81501. The location is within the City limits, is a known VSPC, and meets requirements that are set in statute. The VSPC shall be staffed with election judges that the Clerk shall hire and train.

iv. If the Clerk has determined that the VSPC location at Spruce St. needs to be changed, the cost of location change would be the responsibility of the City.

c. *Mail Ballots*

i. The City Clerk shall coordinate with their vendor to print and mail ballots to eligible electors.

ii. For the deposit of voted mail ballots not returned by the United States Postal Service ("USPS") the following locations have been designated as 24-hour drop box locations:

1. Locked 24-hour drop box with video surveillance located at City Hall – 250 N 5th St., Grand Junction, CO 81501.
2. 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.

3. Locked 24-hour depository box with video surveillance located at GVT – West Transfer Facility – 612 24 ½ Road, Grand Junction, CO 81505
4. Locked 24-hour depository box with video surveillance located at Department of Human Services, 510 29 ½ Road, Grand Junction, CO 81504
5. 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).

d. An elector may request a replacement ballot from the Clerk. This service is available Monday – Friday 8:00 am to 5:00 pm, excluding holidays and on Election Day from 7:00 am to 7:00 pm in the Election's Office or during the times that the Voter Service and Polling Center is open.

e. *Military and Overseas Ballots (UOCAVA)*

i. The Clerk shall facilitate special accommodations for military and overseas voters provided by the Uniform Military and Overseas Voters Act (UOCAVA). The Clerk shall send ballot material to covered voters based on the method requested (mail, electronic, or fax). Ballots shall have a secure method of returning a ballot(s) electronically. This will need to be provided by the City.

ii. All ballots (mail, electronic, and fax) shall be sent out no later than 45 days before the election. Electronic ballots and ballots received by fax must be received by 7:00 pm election day; mail ballots shall be accepted 8 days after the election.

8. BALLOT PROCESSING

a. The Clerk shall provide security for and process all mail ballots. The signature of the eligible elector on the envelope shall be compared with the signature on file with the Clerks' Office. The Clerk shall perform verification of signatures on the self-affirmation on the return envelope. The

Clerk shall send out a letter to electors who have a discrepancy in the electors' signature, failed to sign, or are missing an identification in accordance with statute.

9. PREPARATION FOR ELECTION

a. The Clerk shall provide the necessary voting equipment and coordinate the programming of the voting equipment and set up the election in the Statewide Colorado Voter Registration and Election ("SCORE") program.

b. The Clerk shall provide an address library report from SCORE no later than January 6, 2025, which shall list the street addresses located in both the City and Mesa County according to the statewide voter system.

c. The Clerk shall deliver the Address Library Report to the City along with an Address Library Report Sign- Off Form ("Sign-Off Form"). The City shall review all the 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 an 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 3:00pm on January 17, 2025. If the City requests any changes to the Address Library Report on the Sign-Off Form, the Clerk shall 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 3:00pm January 31, 2025.

d. The Clerk shall conduct a public logic and accuracy test ("LAT") of certified voting system components that will be utilized in the Election.

e. No later than January 13, 2025, at 3:00 pm the City shall provide the Clerk the instruction sheet that goes in the mail ballot packets.

f. The Clerk shall 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.

10. TABULATION

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

11. CANVASS

a. The canvass of votes shall be the responsibility of the Clerk. It shall take place after the cure period has passed, and the cures have been entered. The last day to complete the Canvass would be April 30, 2025. The Clerk shall select and oversee the conduct of the Board of Canvassers and the testing board. The Board of Canvassers shall prepare the canvass of votes and the completion of the abstract.

12. CUSTODIAN OF RECORDS

a. The City will be the Custodian of Records for the 2025 Municipal Election which includes all records of video recordings of the ballot drop boxes and the processing areas, the paper ballots, the envelopes that the ballots were received in, or any other elections record that needs to be retained. The City shall pick up the records and store them at a facility of their choosing. The City shall pick up the records from the Clerk by May 2, 2025. The City will retain them pursuant to elections law.

13. ALLOCATION OF COSTS OF ELECTION

a. The City will be directly billed by Runbeck Election Services, Inc ("Runbeck") for the printing and mailing of the ballots. The City shall be responsible for communicating with Runbeck (as of this Agreement, with Kabir Chopra, Director of Sales for Runbeck) and making all

arrangements and agreements necessary to be set up in the Runbeck invoicing system. The City shall complete this before ballot creation and notify the Clerk that this has been completed.

b. The City will be directly billed by Dominion Voting Systems ("Dominion") for ballot creation. The City shall be responsible for communicating with Dominion (as of this Agreement, with David Stahl, Customer Success Manager for Dominion) and making all arrangements and agreements necessary to be set up in the Dominion invoicing system. The City shall complete this before ballot creation and notify the Clerk that this has been completed.

c. For all other costs, the City shall reimburse the Clerk for all direct costs incurred for providing the Election Services for the Election. The City has been provided a cost estimate sheet with this IGA that includes election related expenses such as but not limited to the cost of sending correspondents to voters, voter service and polling center operational cost, or judge training materials. The Clerk will submit a final bill to the City. The City shall pay the final bill within 30 days of receipt from the Clerk which shall not occur until 30 days after the Canvass and the completion of any Recount and Election contests, whichever occurs last.

14. TERM OF AGREEMENT

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

15. AMENDMENT

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

16. INTEGRATION

a. 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.

17. CONFLICT OF LAW

a. 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.

18. TIME OF ESSENCE

a. 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.

19. GOOD FAITH

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

20. INDEMNIFICATION

a. 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 related to the 2025 Municipal Election.

21. GOVERNING LAW: JURISDICTION AND VENUE

a. 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 arising out of or under this Agreement shall be in the District Court of Mesa County, Colorado.

22. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

a. 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 ("CGIA"), §§ 24-10-101 - 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 shall 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.

23. NO THIRD-PARTY BENEFICIARIES

a. 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.

24. SEVERABILITY

a. 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.

25. NOTICES

a. All notices, requests, 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:

Selestina Sandoval, City Clerk

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

Notice to the Clerk:

Bobbie Gross, Clerk and Recorder
voter.info@mesacounty.us
clerk@mesacounty.us

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, Mesa County Clerk and Recorder

Date: 1/21/2025

CITY OF GRAND JUNCTION

By: Selestina Sandoval, City Clerk

Date: 1/17/25