

INTERGOVERNMENTAL AGREEMENT CONCERNING ELECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made effective this 25th day of July, 2018, between the Mesa County Clerk and Recorder ("Clerk") and City of Grand Junction ("Public Entity"):

The Public Entity desires to conduct an election pursuant to its statutory authority ("Election"), The election shall occur on November 6, 2018.

An agreement concerning the preparation, conduct and actual cost of a coordinated election is required. This agreement shall be signed no later than August 28, 2018, pursuant to C.R.S. §1-7-116(2).

The Clerk has agreed to perform certain coordinated election services set forth herein in consideration of the performance by the Public Entity of its obligations and payment of costs and fees as set forth herein.

The Clerk has designated Tim Long, whose telephone number is (970) 244-1749, as the "Contact Officer" to act as the primary liaison between the Clerk and the Public Entity for the purposes of the Election. The Contact Officer shall act under the authority of the Clerk.

The Public Entity has designated Wanda Winkelmann, City Clerk whose phone number is (970) 244-1509 as its Designated Election Official ("DEO") C.R.S. §1-1-104(8). The DEO shall act as the primary liaison between the Public Entity and the Clerk.

If the Public Entity encompasses territory within other counties, this Agreement shall apply only to that portion of the Public Entity within Mesa County.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

I. Duties of the Clerk

The Clerk agrees to perform the following duties, or such other duties as may be mutually agreed upon by the parties in writing, in connection with the Election:

A. Preparation for the Election

1. Provide the Public Entity a street locator file, which lists the street addresses located in the Public Entity within the Clerk's voter registration system.
2. Assist and inform the Public Entity on any matter that should ensure the efficient preparation and conduct of the Election. The Clerk shall not provide legal advice.
3. Manage all voter records and correspondence in accordance with Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election.
4. Supply, deliver and set up all necessary items for the conduct and preparation of the Election.
5. Certify the election judges and determine their compensation. Provide a list of election judges upon request by the Public Entity. Train election judges prior to the election, including specific instruction in the secure operation of the election equipment. CRS 1-6-101(6), CRS 1-6-104, CRS 1-6-115
6. Provide, no later than twenty days before the Election, notice by publication of a Voter Service & Polling Center election pursuant to C.R.S. §1-5-205(1). Such notice shall satisfy the publication requirement for all Public Entities participating in the Election C.R.S. §1-5-205(1.4), CRS 1-5-205(1).
7. Conduct all required tests and audits of the voting system prior to and after the Election pursuant to C.R.S. §1-7-509(1) and Secretary of State Election Rules.

8. Establish backup procedures and a backup site for the counting of the Election, should the counting equipment or location become unavailable during the count.
9. Negotiate an agreement for the printing of the official ballots. After receipt from the Public Entity of the certified ballot content (per Section II.A.8 of this Agreement), the Clerk shall provide a copy of the ballot layout, per statutory requirements, for proofreading before authorization to begin printing of all ballots.

B. Conduct of the Election

1. Coordinate the proper number and location of Voter Service & Polling Centers. All Voter Service & Polling Centers will be accessible to electors with disabilities. Voter Service & Polling Centers and ballot drop off locations for the election are published on our website at: <http://vote.mesacounty.us> C.R.S. §1-5-101, C.R.S. §1-5-102.9 C.R.S. §1-5-703
2. Provide for the security and processing of all mail-in ballots. Provide for the verification of signatures on the self-affirmation section on the return envelopes. C.R.S. §1-7.5-107.2, C.R.S. §1-7.5-107.3, C.R.S. §1-7.5-107.5
3. Facilitate special accommodations for all registered military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act. Section 8.3 of Title 1 of the Colorado Revised Statutes.
4. Provide provisional ballots to electors who qualify. Provide a telephone number that provisional voters may call to inquire if their provisional ballot counted. C.R.S. §1-8.5-101, C.R.S. §1-8.5-101, C.R.S. §1-8.5-104(6)
5. Provide properly trained personnel for the preparation and conduct of the Election. Provide personnel at the tabulation center on Election Day/Night to release unofficial results.
6. Preserve all Election records for at least twenty-five months after the election pursuant to the Records Retention policy for the Clerk & Recorder's office and C.R.S. §1-7-802.
7. Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount or if a recount is requested by an interested party. Section 10.5 of Title 1 of the Colorado Revised Statutes
8. Conduct a Canvass and Risk Limiting Audit of the election to process, accept and tabulate the eligible military, cured, and provisional ballots. Verify the votes were accurate and voting equipment was working properly by conducting a post audit test on equipment chosen randomly by the Secretary of State and through the Canvass Board. . C.R.S. § 1-10-101, *et seq.*, C.R.S. 1-10-201, *et seq.*, Secretary of State Election Rules.
9. Provide, maintain and operate the County's electronic voting machines and vote-counting equipment.
10. Notify and provide information and materials to property owners, including overseas or military voters, where an eligible elector may vote at any Voter Service & Polling Center or make application for a mail ballot. C.R.S. §32-1-806, C.R.S. §1-5-304, C.R.S. §1-7-104

C. Election Costs

1. Keep an accurate account of all Election costs including, but not limited to, supplies, printing costs, legal notices, labor, postage and other expenses attributable to the Clerk's administration of the Election for the Public Entity.

2. Charge the Public Entity for its portion of the costs of the Election incurred by the Clerk for that Public Entity up to and including the date of cancellation of the Election or any additional costs related to removing Public Entity from ballot programming or publications. The Clerk shall submit to the Public Entity an invoice for all expenses incurred under this Agreement.
3. The cost of any recount(s) will be charged to the Public Entity, or if more than one Public Entity is involved in the recount, the cost will be prorated among the participating Public Entities.

D. TABOR Notice

1. Prepare the TABOR Notice, if relevant. Article X Section 20 of the Colorado Constitution, Secretary of State Election Rules.
2. Charge the Public Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Said expenses shall be prorated among all Public Entities participating in the TABOR notice. Such proration is to be based, in part, upon the space used by each Public Entity in the notice.
3. Mail to each elector within Mesa County who may be effected by certain TABOR ballot issues the TABOR notice and application for property owner ballot if applicable not less than thirty days prior to the election pursuant to Colorado Constitution Article X, Section 20(3)(b). The Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address where one or more active registered voters of the Public Entity reside. Nothing herein shall preclude the Clerk from sending the TABOR Notice of the Public Entity to persons other than electors of the Public Entity if such sending arises from the Clerk's efforts to mail the TABOR Notice at least cost.
4. Gathering all necessary comments for the Public Entity is the responsibility of the Designated Election Official ("DEO") if applicable.

II. Duties of the Public Entity

The Public Entity shall perform the following duties in connection with the Election:

A. Preparation for the Election

1. Post and/or publish any other legal notices required pursuant to relevant provisions of the Uniform Election Code of 1992 (C.R.S. Articles 1-13 of Title 1) or the Colorado Municipal Code of 1965, §31-10-101, *et seq.*, C.R.S., or Title 32, as amended, except as otherwise provided herein.
2. Gather all necessary petitions, if applicable.
3. Be solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.
4. Review the information contained in the street locator file and certify its accuracy, as well as any changes, additions or deletions to the file. The certification of the street locator file shall be made no later than September 2, 2018 at 5:00 p.m. to the Clerk. If the certification is not provided by the date specified herein, the Clerk cannot guarantee accurate ballot styles nor be responsible for additional charges associated with address library errors resulting in incorrect ballot styles.
5. Provide the Clerk with a written notice that the Public Entity will participate in the Election in accordance with the terms and conditions of this Agreement.
6. Special districts are to request the Property Owners list from the Mesa County Assessor's office 40 days before the election, by September 27, 2018. This list will be provided to the clerk 30 days before the election, by October 8, 2018. A supplemental list will be requested from the Mesa County

Assessor's office 30 days before the election, by October 8, 2018, This list will be provided to the Clerk 20 days before the election, on October 17, 2018. C.R.S. §1-5-304. The Clerk will utilize these lists to determine eligibility for property owners who cast a vote who do not reside within the district.

7. Provide a certified copy of the ballot content, submitted as an email attachment to **tim.long@mesacounty.us** or on compact disc (650 MB or higher), in the format requested below, at the earliest possible time and in any event pursuant to C.R.S. §1-5-203(3)(a) no later than sixty days before the election, September 7, 2018 at 5:00 p.m., of the ballot content (candidates, issues and questions) to the Clerk exactly as and in the order in which it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues and/or ballot questions shall be final and the Clerk will not be responsible for making any changes after the certification. C.R.S. §1-5-203(3)(a)
 - Microsoft Word '97 or a version of Microsoft Word able to be converted to Microsoft Word '97
 - Provide audio pronunciation of all candidates.
8. Proofread and approve the Public Entity's ballot content for printing within one business day of receipt from the Clerk. The Public Entity shall provide an e-mail address and designate a person to be available for proofing and approving ballot content for printing. Due to limited printing availability and time constraints, the Public Entity should provide contact information for someone who may be available from 8:00 a.m. to 10:00 p.m. from September 11 until September 14, 2018 or until final approval of printing of ballots has been reached. If no one representing the Public Entity is available and the printing timeline requires it, the ballot will go to print without Public Entity approval. The Clerk shall not be responsible for any errors or omissions as a result of the Public Entity's failure to proofread ballot. The Clerk agrees to keep all contact personnel apprised of ballot printing status for all contacts, if available. The Public Entity has designated Wanda Winkelmann, City Clerk, whose phone is 244-1509 and e-mail is wandaw@gjcity.org.
9. The Public Entity may provide person(s) to participate in ballot counting, recount and testing/auditing of voting equipment used in the Election. The Public Entity personnel may participate in various boards with personnel from the Clerk's office to ensure Public Entity's participation in each of the electronic vote tabulating procedures that shall be used.
10. The Public Entity may assign a representative to witness the canvass board's certification of the election. The canvass board will be made up by the representatives appointed by each major party.
11. Notify the Clerk if it is a municipality which 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 with respect to the Election and to forthwith provide a copy of said ordinance or resolution to the Clerk. Where the Public Entity is a special district, within thirty days after the special district has been declared organized by the court, the Public Entity shall transmit to the county clerk and recorder in each of the counties in which the Public Entity or a part thereof extends certified copies of the findings and the order of the court organizing said special district C.R.S. §32-1-306
12. Notify the clerk in the event that the Public Entity resolves not to participate in the Election prior to the submission of ballot certification. After ballot certification day, the Public Entity which withdraws from participating in the election shall be liable for accrued election costs. The Public Entity shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the Code) and, if the Public Entity is a special district in the office of the Division of Local Government. The Public Entity shall not cancel the election after the twenty-fifth day prior to the election, October 12, 2018. C.R.S. §1-5-208(2)

B. Conduct of the election

1. The Public Entity shall immediately notify the Clerk of any Election contest that is initiated and shall keep the Clerk apprised of the need to retain Election records for use in such a contest.

C. TABOR Notice

1. Be responsible for the additional costs associated with such TABOR Notice if notice is required on behalf of the Public Entity. (See also Section I.D.2 of this Agreement).
2. Collect and compile the TABOR Notice content in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules. Article X Section 20 (3)(b)(v), C.R.S. §1-7-901, *et seq.*
3. Provide all content for the TABOR Notice to the Clerk 42 days before the day of the election. C.R.S. §1-7-904

III. Election Costs

The minimum fee for election services is \$500.00.

1. Proportional share of costs are based on County expenditures relative to the Election, the number of electors per entity and/or space used on the ballot.
2. The Public Entity avers that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
3. If it is determined that counting must be moved to an established backup site, all related costs shall be paid by the Public Entity (shared with any other Public Entity whose ballots are being counted during the Election in the timeframe using the backup procedures and site).
4. Upon receipt of the invoice, pay to the Clerk within thirty days a fee which is determined in accordance with the formula in Exhibit A.
5. Public Entity will be responsible for any additional or unique election costs resulting from Public Entity delays and/or special preparations or cancellations relating to the Public Entity's participation in the Election.

IV. Additional Provisions

1. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges, immunities to the parties, their officers or employees may possess, except as expressly stated in this Agreement.
2. Time is of the essence under this Agreement. The statutory time frames or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement. Failure to comply with the terms of this Agreement and/or the statutory or Secretary of State Rules may result in consequences up to and including termination of this Agreement.
3. Expected Timeline:

August 1, 2018	Address Library Given to Public Entity
August 28, 2018	IGA Signed & Returned
September 2, 2018	Address Library Returned

September 7, 2018	Ballot Content Due to Clerk
September 11-14, 2018	Ballot Proofing
October 3, 2018	Logic & Accuracy Test
September 25, 2018	TABOR Notice Content Due
September 27, 2018	Request Property Owners list (Primary)
October 5, 2018	TABOR Notice Mailed
October 8, 2018	Provide Property Owners list to Clerk (Primary)
	Request Property Owners list (Secondary)
October 17, 2018	Provide Property Owners list to clerk (Secondary)
October 15-19, 2018	Ballots Mailed
October 22, 2018	Begin Counting ballots
October 22, 2018	Voter Service & Polling Centers open
November 6, 2018	Election Day
November 19, 2018	Canvass (subject to change, but no later than November 23,2018)

4. Allocation of Cost of the Election is at the Clerk's determination and shall be final unless clearly unreasonable. Refer to Exhibit A to view your Election Cost estimate.
5. The Clerk may enter into other substantially similar agreements with other Public Entities for the conduct of other elections simultaneously.
6. Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.
7. 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 a fax/email 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 Clerk:	Drop Off: 200 S. Spruce St
	Mail: PO Box 20000 Grand Junction, CO 81502
	Fax: 970-255-5039
	Email: Tim.Long@Mesacounty.us

To Public Entity:	<u>City of Grand Junction</u>
	<u>Wanda Winkelmann, City Clerk</u>
	<u>250 North 5th Street, Grand Junction, CO 81501</u>
	<u>Email: wandaw@gjcity.org</u>

8. Term of IGA. The term of this IGA shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.
9. Amendments. This IGA may be amended only in writing, and following the same formality as the execution of the initial IGA.
10. In any event that any provision in this IGA conflicts with the Code or other statute, this IGA shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the Clerk or the Public Entity hereunder without the consent of the other party to this Agreement.
11. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the CGIA), §24-10-101 to 120, C.R.S., or otherwise available to the County or the Public Entity. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the County and the Public Entity 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.
12. The following Exhibit is incorporated herein by reference:

Exhibit A: Cost Estimate

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

Date: 8/13/18

**MESA COUNTY, COLORADO
CLERK AND RECORDER**



Sheila Reiner

PUBLIC ENTITY:

NAME OF PUBLIC ENTITY:

Date: July 25, 2018

City of Grand Junction

By: Wanda Wukelmann

970-244-1509
Public Entity phone number

City Clerk
Title of Authorized Representative signing on