

## **INTERGOVERNMENTAL AGREEMENT FOR 2019 COORDINATED ELECTION**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Moffat County Clerk and Recorder ("County Clerk") and the City of Craig ("City"). Agreement is made effective upon the signature of City and County Clerk.

### **WITNESSETH**

**WHEREAS**, pursuant to C.R.S. §1-7-116(2), as amended, County Clerk and City shall enter into an agreement for the administration of their respective duties concerning the conduct of the Coordinated Election to be held on November 5, 2019, ("Election"), and said agreement must be executed no less than seventy (70) days prior to the Election which is August 27, 2019; and

**WHEREAS**, County Clerk and City are authorized to conduct elections as provided by law; and

**WHEREAS**, County Clerk will conduct Election as a "Mail Ballot Election," as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the current Colorado Secretary of State Election Rules for the relevant year of the Election, as amended ("Rules"); and

**WHEREAS**, City has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and shall participate in Election.

**NOW, THEREFORE**, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, County Clerk and City agree as follows:

### **ARTICLE I PURPOSE AND GENERAL MATTERS**

#### **A. Goal.**

The purpose of Agreement is to set forth the respective tasks in order to conduct Election and to allocate the cost thereof.

#### **B. Coordinated Election Official.**

County Clerk shall act as the Coordinated Election Official ("CEO") 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 for the relevant year of Election and shall conduct Election for City.

County Clerk designates Debbie Belleville, whose telephone number is 970-824-9120, to act as the primary liaison ("Contact Officer") between County Clerk and City. Contact Officer shall act under the authority of County Clerk and shall have primary responsibility for the coordination of Election with City.

#### **C. Designated Election Official.**

City designates Liz White as its Designated Election Official (“DEO”), whose phone is 970-826-2008, cell number is 970-629-0742, email is [LWHITE@ci.craig.co.us](mailto:LWHITE@ci.craig.co.us) and fax is 970-826-2036 to act as the primary liaison between City and Contact Officer. DEO shall have primary responsibility for Election procedures to be handled by City. DEO shall act 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 for the relevant year of the Election. DEO shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer in advance, for the purposes of consultation and decision-making on behalf of City. In addition, DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in City’s election.

**D. Jurisdictional Limitation.**

City encompasses territory within Moffat County, Colorado. This Agreement shall be construed to apply only to that area of City situated within Moffat County.

**E. Term.**

The term of Agreement shall be through December 31, 2019, and shall apply only to Election.

**ARTICLE II  
DUTIES OF COUNTY CLERK**

**A. Voter Registration.**

Supervise, administer and provide necessary facilities and forms for all regular voter registration sites.

**B. Ballot Preparation.**

1. Lay out the text of the ballot in a format that complies with Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election. To avoid ballot space issues, County Clerk requests each ballot question and ballot issue be not more than two hundred fifty (250) words.
2. Assign the letter and/or number of City's ballot question(s) or ballot issue(s) which will appear on the ballot, and provide this assignment to City.

Sign on the line provided below to indicate acknowledgement.

\_\_\_\_\_  
Signature



**SIGN HERE**

3. Provide ballot printing layouts and text for City’s review and signature. If City fails to provide approval by the required deadline, the content is to be considered approved.

4. Certify the ballot content to the printer(s).
5. Contract for ballots.

**C. Voter Lists.**

Upon request of City, will create and certify a list of registered voters containing the names and addresses of each elector registered to vote in City.

**D. Property Owners.**

*Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in the election.*

1. Provide mail ballot packets to all eligible property owners who are registered to vote at the eligible property address.
2. Mail affidavits to all property owners within City as stipulated in the “Duties of City”, as set forth herein at Article III(G). Each eligible elector who resides outside City, but is registered to vote in the State of Colorado, must complete, sign and return the affidavit to County Clerk. Those electors that reside on the property will not be required to complete the affidavit.
3. Provide mail ballot packets to all eligible property owners who do not reside on the property but are registered electors of the State of Colorado, upon receipt and verification of a signed affidavit.

**E. Election Judges.**

Appoint and compensate a sufficient number of election judges to conduct Election.

**F. Mail Ballot.**

1. Mail ballot packets to every active registered elector and conduct Election in accordance with C.R.S. Title 1, Article 7.5.
2. Establish drop-off locations in accordance with C.R.S. §1-5-102.9(4) for the purposes of allowing electors to drop-off their completed mail ballots.

**G. Voter Service and Polling Center (“VSPC”) sites.**

1. Establish VSPC sites in accordance with C.R.S. §1-5-102.9, coordinate the location and operation of the VSPC sites, and conduct all accessibility site surveys.
2. Obtain and provide all ballots, forms, equipment and supplies necessary for mail and accessible voting.

3. Obtain and provide all ballots, forms, equipment and supplies necessary to verify and issue ballots to property owners who are registered to vote in the State of Colorado but who do not reside in City. *Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.*
4. Provide all necessary Election personnel to conduct Election.

#### **H. Election Day Preparation.**

1. County Clerk shall provide an Address Library Report from the Statewide Colorado Voter Registration and Election database (“Address Library Report”) which will list the street addresses located in the boundaries of the City. See attach EXHIBIT A.
2. Provide, no later than twenty (20) days before Election, notice by publication of a mail ballot election. Such notice shall satisfy the publication requirement for all entities participating in Election pursuant to C.R.S. §1-5-205(1.4).
3. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509 and Rules.
4. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.
5. Prepare and conduct a risk-limiting audit in accordance with C.R.S. §1-7-515 and Rules.

#### **I. TABOR Notice.**

1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within City not less than thirty (30) days prior to Election in compliance with Article X, Section 20 of the Colorado Constitution and any applicable Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election.
2. Charge City for all expenses associated with printing, labeling and mailing (postage) for the TABOR notice. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of addresses where one or more active registered voters of City reside.
3. Determine the least cost method for mailing the TABOR notice and address the TABOR notice to “All Registered Voters” at each address in Moffat County where one or more active registered voters of City reside.

4. Nothing herein shall preclude County Clerk from sending the TABOR notice of City to persons in addition to the electors of City, if such sending arises from County Clerk's efforts to mail the TABOR notice at the least cost.

**J. Counting Ballots.**

1. Conduct and oversee the ballot counting process and report the results by City.
2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

**K. Certifying Results.**

1. Appoint, instruct and oversee the Board of Canvassers.
2. Certify the results of City's Election within the time required by law and provide City with a copy of all Election statements and certificates required 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.
3. Conduct a recount (if called for) 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.

**L. Recordkeeping.**

1. Retain all Election records as required by C.R.S. §1-7-802.
2. Keep an accurate account of all Election costs.

**M. No Expansion of Duties.**

Nothing contained in Agreement is intended to expand the duties of County Clerk beyond those set forth in Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election.

**ARTICLE III  
DUTIES OF CITY**

**A. Authority.**

Provide County Clerk with a copy of the ordinance or resolution stating that City will participate in Election in accordance with the terms and conditions of Agreement. The ordinance or resolution shall further authorize the presiding officer of City or other designated person to execute Agreement.

**B. Call and Notice.**

Publish all notices relative to Election which City is required to provide pursuant to Title 1 of the Colorado Revised Statutes, the Colorado Secretary of State Election Rules for the relevant year of the Election, the Charter of the City of Craig, Colorado and any other statute, rule or regulation.

**C. Voting Jurisdiction – Certifying City Address Boundaries.**

1. If City is not already identified by a tax authority code in the County Assessor’s records, City must:
  - Provide County Clerk with a legal description, map and listing of street addresses located within City in Moffat County, no later than 5:00 p.m. September 3, 2019.
    - This information must be provided to County Clerk in Microsoft Excel and must include “high/low” street address ranges for both “odd/even” sides of each street.
  - Certify the accuracy of such information.
2. If City has annexed any properties into City since January 1, 2019, City must:
  - Provide County Clerk with a legal description, map and listing of street addresses for all properties annexed into City in Moffat County, no later than 5:00 p.m. on September 3, 2019.
    - This information must be provided to County Clerk in Microsoft Excel and must include “high/low” street address ranges for both “odd/even” sides of each street.
  - Certify the accuracy of such information.
3. Review all information in Address Library Report [as referenced in Article II(H)(1)] and ensure that Address Library Report is an accurate representation of the streets contained within City’s legal boundaries.
4. Indicate on Address Library Report Sign-Off Form (“Sign-Off Form”) whether any changes are needed, or whether Address Library Report is complete and accurate.
  - If City requests any changes to Address Library Report on Sign-Off Form, County Clerk will make the requested changes and return the amended Address Library Report to City along with a second Sign-Off Form, no later than 5:00 p.m. on September 13, 2019.
5. City must return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on September 20, 2019.

**D. Petitions, Preparation and Verification.**

Perform all responsibilities required to certify any candidate, initiative petition, question or issue to the ballot.

**E. Ballot Preparation.**

1. Determine whether a ballot race, ballot question, or ballot issue is properly placed before the voters.

Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. **To avoid space issues on the ballot, County Clerk requests each ballot question and issue be not more than two hundred fifty (250) words.**

Each ballot issue or ballot question submitted shall be followed by the words "yes/for" and "no/against".

Sign on the line provided below to indicate acknowledgement:

\_\_\_\_\_  
**SIGNATURE**



2. Provide a certified copy of the ballot content (race(s), question(s) and issue(s)) to County Clerk no later than 5:00 p.m. on September 6, 2019, pursuant to C.R.S. §1-5-203(3)(a). City must provide certified ballot content as an email attachment to: [dbelleville@moffatcounty.net](mailto:dbelleville@moffatcounty.net).

The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots in the following format:

**File Format:** Microsoft Word (.doc or .docx)

**Font Type:** Arial

**Font Size:** 8 point

**Justification:** Left

**All Margins:** 0.5 inches

The certified list of ballot race(s), ballot question(s) and/or ballot issue(s) submitted by City shall be final.

3. Proofread and approve City's ballot content for printing immediately upon receipt from County Clerk. City must provide an email address and designate a person to be available for proofing and approving ballot content for printing.

Due to time constraints, City must provide contact information for someone who is available from 8:00 a.m. to 7:00 p.m. from September 6, 2019 until September 16, 2019,

or until final approval of printing of ballots has been reached. County Clerk agrees to keep all contact personnel informed of ballot printing status. City has designated Liz White as its Designated Election Official (“DEO”), whose phone is 970-826-2008, cell number is 970-629-0742, email is [LWHITE@ci.craig.co.us](mailto:LWHITE@ci.craig.co.us) and fax is 970-826-2036.

**Once approval has been received, County Clerk will not make any changes to the ballot content. If City fails to provide approval by the required deadline, the content will be considered approved. The Clerk shall not be responsible for any errors or omissions as a result of the City’s failure to proofread the ballot.**

4. Ensure that City’s certified candidates file all Campaign and Political Finance forms required by the Colorado Secretary of State Rules Concerning Campaign and Political Finance online at <http://tracer.sos.colorado.gov>.
5. Provide (or ensure that City’s certified candidates provide) an audio pronunciation of all candidates’ names as they have been certified to County Clerk, no later than 5:00 p.m. on September 6, 2019. See Exhibit B for details.

Sign on the line provided below to indicate acknowledgement.

\_\_\_\_\_  
Signature



6. Defend and resolve at City’s sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s) as certified to County Clerk for inclusion in Election.

**F. Election Participation.**

If requested by County Clerk, provide person(s) to participate and assist in Election process. The person(s) provided by City must be registered to vote in Moffat County.

**G. Property Owners.**

*Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.*

1. Notify and provide information and materials to property owners regarding the location(s) which an eligible elector may vote at any VSPC site in accordance with C.R.S. §1-7-104.
2. Obtain a list of City’s property owners from the County Assessor's office in accordance with C.R.S. §1-5-304. Property owners listed in the County Assessor’s property records may not be eligible electors of City. City must review and verify the eligibility of property owners to receive ballots regarding City’s Ballot Issue(s).



City must provide an initial list of eligible electors who are registered to vote in Colorado and own property within City to County Clerk, no later than September 26, 2019, and must provide a final list of eligible electors who are registered to vote in Colorado and own property within City to County Clerk, no later than October 16, 2019. The list must be in Excel (.xls/.xlsx) format and must include the following columns:

Owner Name  
Property Address  
Property Parcel Number  
Mailing Address  
Mailing City  
Mailing State  
Mailing Zip

Each property owner must be listed as a separate entry. Exclude property owners who are already registered to vote within City.

Exclude Trusts, LLC, Corporations and Entities if ineligible to vote – *consult legal counsel*.

#### **H. TABOR Notice.**

1. Prepare the language for the TABOR notice [for any ballot issue(s) that require a TABOR notice] in compliance with Article X, Section 20 of the Colorado Constitution, Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election.

**City shall be solely responsible for timely providing to County Clerk a complete TABOR notice. County Clerk shall in no way be responsible for City's compliance with TABOR or the accuracy or sufficiency of any TABOR notice.**

3. Receive written comments relating to ballot issue(s) and summarize such comments, as required by TABOR.
4. Certify and submit all TABOR notice content, including pro and con summaries and fiscal information, to County Clerk no later than 5:00 p.m. on September 23, 2019, pursuant to C.R.S. §1-7-904. Such notice shall be provided to County Clerk as an email attachment to [dbelleville@moffatcounty.net](mailto:dbelleville@moffatcounty.net) in the following format:

**File Format:** Microsoft Word (.doc/docx)

**Font Type:** Arial

**Font Size:** 8 point

**Justification:** Left

**All Margins:** 0.5 inches

City shall be solely responsible for the preparation, accuracy and contents of its TABOR notice(s). The certified TABOR notice, including all text, summary of comments and fiscal information shall be final. County Clerk may correct any spelling, grammar or formatting errors identified in City's certified TABOR notice, so long as those corrections do not change or otherwise impact the meaning of City's TABOR notice content.

5. Proofread and approve City's TABOR notice content for printing. Due to time constraints, City must provide an email address and designate a person to be available for proofing and approving TABOR notice content for printing from 8:00 a.m. to 7:00 p.m. from September 24, 2019 until September 27, 2019, or until final approval of the TABOR notice has been reached. County Clerk agrees to keep all contact personnel informed of TABOR notice printing status. City has designated Liz White as its Designated Election Official ("DEO"), whose phone is 970-826-2008, cell number is 970-629-0742, email is [LWHITE@ci.craig.co.us](mailto:LWHITE@ci.craig.co.us) and fax is 970-826-2036.

**Once approval has been received, County Clerk will not make any changes to the TABOR notice content. If City fails to provide approval by the required deadline, the content will be considered approved. The Clerk shall not be responsible for any errors or omissions as a result of the City's failure to proofread the ballot.**

6. Mail the TABOR notice to each address of one or more active registered electors who own property but who do not reside within City in accordance with C.R.S. §1-7-906(2).

#### **I. Cancellation of Election by City.**

If City resolves not to participate in Election, City must immediately deliver to Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that City may not cancel after the 25<sup>th</sup> day prior to Election, October 11, 2019, pursuant to C.R.S. §1-5-208(2).

City must reimburse County Clerk for the actual expenses incurred in preparing for Election. If cancellation occurs after the certification deadline, full election costs may be incurred. City must publish all notices relative to Election which City is required to provide pursuant to Title 1 of the Colorado Revised Statutes, the Colorado Secretary of State Election Rules for the relevant year of the Election, the Charter of the City of Craig, Colorado and any other statute, rule or regulation.

### **ARTICLE IV COSTS**

#### **A. Election Costs.**

The minimum fee for election services is \$500.00.

1. City's proportional share of costs shall be based on County expenditures relative to Election and the number of eligible electors per Entity. Costs include, but are not limited to, supplies, printing, postage, legal notices, temporary labor, rentals, and other expenses attributable to County Clerk's administration of Election for City. City shall be charged its prorated share of Election costs for any software programs used to count voted ballots as well as pre-election and post-election maintenance and on-site technical support.
2. City affirms 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, City shall be charged its prorated share.
4. The cost of any recount(s) will be charged to City, or if more than one Entity is involved in the recount, the cost will be prorated among the Entities participating in the recount.
5. Upon receipt of the invoice, pay to County Clerk within thirty (30) days costs in an amount determined in accordance with the invoice.
6. City shall pay any additional or unique election costs resulting from City delays and/or special preparations or cancellations relating to City's participation in Election. Special preparations can include, but are not limited to: ballot addendums, affidavits, ballot language length exceeding two hundred fifty (250) words, or multiple page ballot.

**B. TABOR Costs.**

City shall pay a prorated amount for the costs to coordinate, label and print the TABOR notice, and for the mailing of such notice. Such proration to be based, in part, on addresses where one or more active registered electors of City reside.

**C. Invoice.**

County Clerk shall submit to City an itemized invoice for all costs incurred under Agreement and City shall remit to County Clerk the total due upon receipt.

## **ARTICLE V MISCELLANEOUS**

### **A. Entire Agreement.**

Agreement and its Exhibits constitute the entire agreement between County Clerk and City as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

### **B. Indemnification.**

County Clerk and City agree to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available to the parties under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds Election for City was void or otherwise fatally defective as a result of the sole breach or failure of County Clerk to perform in accordance with Agreement or laws applicable to Election, City shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by City to County Clerk. County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under Agreement. This remedy shall be the sole and exclusive remedy for the breach available to City.

### **C. Conflict of Agreement with Law, Impairment.**

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

### **D. Time of Essence.**

Time is of the essence in the performance of Agreement. The time requirements of Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election shall apply to completion of required tasks.

### **E. No Third Party Beneficiaries.**

Enforcement of the terms and conditions of Agreement and all rights of action relating to such enforcement shall be strictly reserved to County Clerk and City, and nothing contained herein shall give or allow any such claim or right of action by any other person or entity.

**F. Governing Law; Jurisdiction & Venue.**

Agreement, the interpretation thereof, and the rights of County Clerk and City under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Moffat, State of Colorado.

**G. Headings.**

The section headings in Agreement are for reference only and shall not affect the interpretation or meaning of any provision of Agreement.

**H. Severability.**

If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of Agreement shall remain fully enforceable, and Agreement shall be interpreted in all respects as if such provision were omitted.

**I. Amendments/Modifications.**

Amendments or strikethroughs to this Agreement are not allowed without written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed Agreement to be effective upon the date signed by both parties.

**COUNTY CLERK**

**MOFFAT COUNTY, COLORADO  
CLERK AND RECORDER**

\_\_\_\_\_  
TAMMY RASCHKE

\_\_\_\_\_  
Date

**CITY**

**CITY OF CRAIG, COLORADO**

\_\_\_\_\_  
City of Craig

\_\_\_\_\_  
Date

BY:

\_\_\_\_\_  
Printed Name of Authorized Representative  
Signing on behalf of City

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
City Phone Number

## **EXHIBIT B AUDIO**

In accordance with Rule 4.6.2, all candidates shall provide an audio recording of their name to County Clerk no later than the last day upon which Entity certifies the ballot content (September 6, 2019), pursuant to C.R.S. §1-5-203(3)(a).

It is the responsibility of Entity to ensure an audio pronunciation is provided for each candidate as it is certified to County Clerk. The purpose of the audio recording is to be compliant with disability and accessibility laws providing voting equipment pursuant to C.R.S. §1-5-704.

To be in compliance with Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election for the relevant year of the Election, County Clerk's office is providing a voice mailbox at **970.824.9120** that candidates are required to call to provide the correct pronunciation of their name.

Upon calling the voice mailbox, they will receive instructions on recording their information, as well as, options for listening, deleting, re-recording and saving their message. **Please inform candidates within your district of the necessity of recording the correct pronunciation of their name.**

County Clerk's office will contact Entity if pronunciation guidelines on any ballot race(s), ballot question(s) and/or ballot issue(s) are needed.

Please contact County Clerk's office at 970.824.9120 if you have any questions or need additional information.