

## **INTERGOVERNMENTAL AGREEMENT FOR ELECTION ADMINISTRATION SERVICES**

This **INTERGOVERNMENTAL AGREEMENT** for election administration services is entered into this \_\_\_\_ day of February, 2019 by and between the city of Craig, a Colorado home rule municipality (the “City”), and the Moffat County Clerk & Recorder, (the “Clerk”), collectively referred to as the “Parties”.

WHEREAS, the City has requested the Clerk to provide election administration services in connection with the City’s April 2, 2019 regular municipal election (the “2019 Municipal Election”); and

WHEREAS, the Clerk is willing to assist the City in certain aspects of the 2019 Municipal Election to effectuate a smooth and efficient election process.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **TERM OF AGREEMENT.** This Agreement applies to election administration services to be rendered by the Clerk, and related duties to be performed by the City, in order to conduct the 2019 Municipal Election under the Uniform Election Code of 1992, sections 1-1-101 through 1-13-803, as amended (the “Uniform Election Code”), and applicable provisions of the Secretary of State’s Election Rules, as amended (the “Election Rules”), in lieu of the Municipal Election Code of 1965, Sections 31-10-101 through 31-10-1540, C.R.S., as amended (the “Municipal Election Code”). This Agreement shall take effect as of the date first written above.
2. **CLERK’S DUTIES.** The Clerk agrees:
  - a. To provide election administration services and conduct on behalf of City the 2019 Municipal Election as a mail ballot election in substantial compliance with applicable requirements of the Uniform Election Code and the Election Rules, including;
    - i File with the Secretary of State a mail ballot plan, watcher accommodation plan, security plan, contingency plan, equipment inventory, and election set-up records. All plans will be filed on or before due dates approved by the Secretary of State;
    - ii Define and build the 2019 Municipal Election in the statewide voter registration and election management database (“SCORE”), and utilize SCORE’s functionality to issue, void, receive, replace and verify mail and in-person ballots;
    - iii Engage the Clerk’s voting system provider, Dominion Voting Systems, Inc., to program an election database, layout and generate ballot artwork

compatible with the Democracy Suite® 5.2 voting system, and submit proofs of the ballot artwork for City's review before ballots are commercially printed;

- iv Send mail ballot packets containing facsimile ballots to all active eligible electors designated as military and overseas voters at least 45 days before Election Day, in accordance with the Uniform Military and Overseas Voters Act, sections 1-8.3-101 through -119, C.R.S.
  - v Engage a qualified, commercial ballot printing and insertion vendor to print, compile and send via the United States Postal Service mail ballot packets to all non-military and overseas eligible electors in active status, between 22 – 18 days before Election Day;
  - vi Issue and send original and/or replacement mail ballot packets to other eligible electors in active status from the Clerk's office through the 8<sup>th</sup> day before Election Day, to the extent such other eligible electors are not included in the initial ballot mailing performed by the commercial printing and insertion vendor, and to the extent eligible electors included in the initial mailing request update their voter registration information or request issuance of replacement ballots;
  - vii Provide appropriate voter registration, voting system, ballot resolution, ballot adjudication, and elections security training to all election judges engaged for the 2019 Municipal Election;
  - viii In consultation with City, prepare and publish notice of the 2019 Municipal Election in accordance with section ~~3. d. iii~~ *3. d. iii*;
  - ix Conduct a public logic and accuracy test ("LAT") of certified voting system components that will be utilized in the 2019 Municipal Election;
  - x Operate, equip and staff with election judges one (1) Voter Service and Polling Center at the Clerk's office or the Moffat County Courthouse, for the 8-day period before Election Day (excluding the intervening Sunday);
  - xi Tabulate voted ballots on the Clerk's voting system, and periodically provide the City by email with unofficial summary results reports from approximately 7 pm on Election Day, and official summary results reports upon completion of the canvass and any recounts;
  - xii Prepare for and conduct the canvass, certify official results and conduct any mandatory or requested recounts, in accordance with applicable provisions of article 10.5 of Title 1, C.R.S.
- b. Invoice the City for all direct and indirect costs incurred by Clerk to conduct the 2019 Municipal Election, within thirty (30) days after the canvass and the

completion of any recounts and election contests, whichever last occurs. Such direct and indirect costs include without limitation:

- i Overtime compensation of Clerk's staff for time devoted to preparing for or conducting the 2019 Municipal Election, as determined by Moffat County policy for said staff;
- ii Compensation for temporary employees, part-time employees, and contract employees, for time devoted to preparing for and conducting the 2019 Municipal Election;
- iii Reimbursement for hotel and meal costs and transportation expenses for an employee from another county with extensive experience in elections to assist the Clerk prepare for the Municipal Election on February 7-8, 2019;
- iv Compensation for election judges, and members of audit boards and canvass boards, for time preparing for or conducting the 2019 Municipal Election;
- v All amounts actually charged by Dominion Voting Systems to program the voting equipment and generate ballot artwork for, and provide onsite election support during, the 2019 Municipal Election cycle;
- vi All amounts actually charged by Clerk's commercial ballot printing and insertion vendor, to print and ship official, test and provisional ballots for the 2019 Municipal Election, and compile, insert and mail ballot packets to eligible electors in active status between 22-18 days before Election Day; and
- vii All amounts incurred by Clerk for supplies, signage, postage, notices, and miscellaneous items, reasonably necessary to prepare for and conduct the 2019 Municipal Election.

3. CITY'S DUTIES. City agrees:

- a. To take all action reasonably necessary, on or before February 7, 2019, for the City's governing body to adopt an ordinance or resolution:
  - i Approving the terms of this Agreement;
  - ii Authorizing Clerk to provide election administration services to City and conduct the 2019 Municipal Election utilizing the procedures and requirements of the Uniform Election in lieu of the Municipal Election Code of 1965, in accordance with section 1-1-102(1), C.R.S.;

- iii Appointing as canvass board members two registered electors of the City, whom together with the municipal clerk shall constitute the canvass board for the 2019 Municipal Election;
- b. On or before 5:00 p.m. MT on February 12, 2019, certify the accuracy and completeness of all address ranges and address points situated within the municipal boundaries of City, as reflected in the Address Library Report attached hereto as **Exhibit A**.
- c. Pay Clerk's invoice for all direct and indirect costs associated with the 2019 Municipal Election no later than thirty (30) days after issuance.
- d. That, except as otherwise provided by this Agreement, the municipal clerk is and will timely perform all duties of the designated election official, including:
  - i Determine the form and sufficiency of any candidate or ballot measure petitions, and the satisfaction of all ballot access requirements for prospective candidates and ballot measures, in accordance with applicable provisions of the Municipal Election Code of 1965, sections 31-10-101 through 31-10-1540, C.R.S., and the City's home rule charter and municipal code;
  - ii Certify in writing to the Clerk all ballot content for the 2019 Municipal Election, including the order of offices, ballot measures, and candidates, no later than 5 pm MT on February 8, 2019;
  - iii Prepare, publish and post the notice of election in accordance with section 1-5-205, C.R.S.;
  - iv Consult and agree with Clerk on individuals who are eligible and able to serve as election judges;
  - v Review and approve, or request revisions in writing, to proofs of ballot artwork no later than 24 hours after receipt of the same from the Clerk; and
  - vi Such other tasks and obligations as the Parties may hereafter agree to in writing.
- 4. **INDEMNIFICATION.** 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 relating to the election.
- 5. **INTEGRATION.** The Parties acknowledge that this Agreement constitutes the complete agreement and understanding between them relating to the subject matter hereof and that

no Party is relying upon any oral representations made by another Party or employee, agent or officer of the Party.

6. AMENDMENTS. When procedural matters arise throughout this Municipal Election, this Agreement can be amended by email agreement of the City Clerk, Liz White, and Tammy Raschke, Moffat County Clerk and Recorder. If amendments are needed which affect the financial obligations of the Parties, this Agreement can only be amended in a writing signed by all Parties to this Agreement.
7. NOTICES. All notices, requests, demands, consents, and other communications 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: Liz White  
City Clerk, City of Craig  
300 W. 4<sup>th</sup> Street, Craig, CO 81625  
[lwhite@ci.craig.co.us](mailto:lwhite@ci.craig.co.us)

Notice to Clerk: Tammy Raschke  
Moffat County Clerk and Recorder  
221 West Victory Way, Ste. 200  
Craig, CO 81625  
[trascke@moffatcounty.net](mailto:trascke@moffatcounty.net)

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.

**CITY OF CRAIG**

\_\_\_\_\_  
Mayor Date

Attest:

\_\_\_\_\_  
City Clerk Date

**MOFFAT COUNTY CLERK AND RECORDER**

\_\_\_\_\_  
Clerk and Recorder Date