

INTERGOVERNMENTAL AGREEMENT FOR 2023 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** ("Entity"). Agreement is made effective upon the signature of Entity and County Clerk.

WITNESSETH

WHEREAS, County Clerk and Entity 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, as amended ("Rules"); and

WHEREAS, Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and desires to coordinate with County Clerk; and

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, County Clerk and Entity shall enter into an agreement for the administration of their respective duties concerning the conduct of the Coordinated Election to be held on November 7, 2023, ("Election"), and said agreement must be executed no less than 70 days prior to the Election which is August 29, 2023.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, County Clerk and Entity 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 Code and Rules and shall conduct Election for Entity.

County Clerk designates Sarah Colding, whose telephone number is 970.824.9120, cell is 970.620.5707, email is scolding@moffatcounty.net and fax is 970.826.3413, to act as the primary liaison ("Contact Officer") between County Clerk and Entity. Contact Officer shall act under the authority of County Clerk and shall have primary responsibility for the coordination of Election with Entity.

C. Designated Election Official.

Entity designates Liz White as its Designated Election Official ("DEO"), whose phone is 970-826-2008, cell is 970-629-0742, email is lwhite@ci.craig.co.us and fax is 970-826-2036, to act as the primary liaison between Entity and Contact Officer. DEO shall have primary responsibility for Election procedures to be handled by Entity. DEO shall act in accordance with Code and Rules. 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 Entity. In addition, DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in Entity's election.

D. Jurisdictional Limitation.

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

E. Term.

The term of Agreement shall be through December 31, 2023 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. Provide the Entity with a Ballot Certification Template for use in preparing the ballot content for certification. (See Attachments C & D)
2. Lay out the text of the ballot in a format that complies with Code and Rules. **In accordance with Colorado Secretary of State Rule 4.5.1(b), County Clerk requests that each ballot question and ballot issue be not more than 250 words. Additional costs incurred for ballot language length exceeding 250 words are referenced in Article IV(A)(6).**
3. Clerk & Recorder shall assign the letter and/or number of Entity's ballot question(s) or ballot issue(s) which will appear on the ballot and provide this assignment to Entity.

Sign on the line provided below to indicate acknowledgement.

CLERK & RECORDER SIGNATURE



4. Provide ballot printing layouts and text for Entity's review and signature. If Entity fails to provide approval by the required deadline, the content is to be considered approved.
5. Receive certified content from the Entity in electronic format. Layout the text of the official ballot using the certified content contained in Attachments C & D provided to the Entity provided by the County Clerk, without any modifications or formatting changes. Provide an electronic form of the ballot to the Entity's DEO via email for written approval prior to the final production. Post a sample ballot to moffatcounty.colorado.gov/government/elected-officials/county-clerk-and-recorder/elections.
6. Contract with vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active UOCAVA voter.

C. Voter Lists.

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

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 Entity as stipulated in the "Duties of Entity", Article III(G). Each eligible elector who resides outside Entity, 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.

Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the 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 boxes in accordance with C.R.S. §1-5-102.9(5) 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 Entity. *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. Voting Jurisdiction.

Pursuant to C.R.S. §1-5-303 and subject to Entity providing the information referenced in Article III(C)(1), County Clerk shall provide an Address Library Report from the Statewide Colorado Voter Registration and Election database ("Address Library Report") no later than August 9, 2023, which will list the street addresses located in both Entity and Moffat County according to the statewide voter registration system. In order to create Address Library Report, County Clerk must first receive from Entity the information referenced in Article III(C)(1).

I. Election Day Preparation.

1. Provide, no later than twenty 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).
2. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509 and Rules.
3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.
4. Prepare and conduct a risk-limiting audit in accordance with C.R.S. §1-7-515 and Rules.

J. TABOR Notice.

1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within Entity not less than thirty days prior to Election in compliance with Article X, Section 20 of the Colorado Constitution and any applicable Code and Rules.
2. Charge Entity 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 Entity 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 Entity reside.
4. Nothing herein shall preclude County Clerk from sending the TABOR notice of Entity to persons in addition to the electors of Entity if such sending arises from County Clerk's efforts to mail the TABOR notice at the least cost.

K. Counting Ballots.

1. Conduct and oversee the ballot counting process and report the results by entity.
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.

L. Certifying Results.

1. Appoint, instruct, and oversee the Board of Canvassers.
2. Certify the results of Entity's Election within the time required by law and provide Entity with a copy of all Election statements and certificates required under Code and Rule.
3. Conduct a recount of the ballots cast if required by law. The cost of the recount will be charged to the Entity.

M. Recordkeeping.

1. Store all election records as required by the Code for 25 months in such a manner that may be accessed by the entity, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.
2. Keep an accurate account of all Election costs.
3. To ensure consistency, transparency, and accountability, the Clerk will act as records custodian for the purposes of the Colorado Open Records Act §24-37-201, C.R.S. (CORA) and may release such records in compliance with the provision of CORA.

N. No Expansion of Duties.

Nothing contained in Agreement is intended to expand the duties of County Clerk beyond those set forth in Code or Rules.

**ARTICLE III
DUTIES OF ENTITY**

A. Authority.

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

B. Call and Notice.

Publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule, or regulation.

C. Voting Jurisdiction – Certifying Entity Address Boundaries.

1. If Entity is not already identified by a tax authority code in the County Assessor's records, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses located within Entity in Moffat County, no later than 5:00 p.m. on August 9, 2023.
 - This information must be provided to the County Clerk's Election Office in Microsoft Excel.
 - Certify the accuracy of such information.
2. If Entity has annexed any properties into Entity since January 1, 2023, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses for all properties annexed into Entity in Moffat County, no later than 5:00 p.m. on August 9, 2023.
 - This information must be provided to the County Clerk's Election Office in Microsoft Excel.
 - Certify the accuracy of such information.

3. Review all information in Address Library Report referenced in Article II(H) and ensure that Address Library Report is an accurate representation of the streets contained within Entity'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 Entity 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 Entity along with a second Sign-Off Form, no later than 5:00 p.m. on August 29, 2023.
5. Return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 29, 2023.

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.
2. Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. **County Clerk requires that each ballot question and ballot issue be not more than 250 words in accordance with Colorado Secretary of State Rule 4.5.1(b). Additional costs incurred for ballot language length exceeding 250 words are referenced in Article IV(A)(6).** Ballot Worksheet (Attachment C), Candidate Worksheet (Attachment D) provided to Entity by Clerk.

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:

ENTITY SIGNATURE



3. 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 8, 2023, pursuant to C.R.S. § 1-5-203(3)(a). Entity must provide certified ballot content as an email attachment to scolding@moftatcounty.net. Ballot Worksheet (Attachment C), Candidate Worksheet (Attachment D) provided to Entity by Clerk.

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 Entity shall be final.

4. Within two hours of receipt from the Clerk, proofread the layout and the text of the Entity's portion of the official ballots and provide written notice of acceptance to the Clerk via email to the Clerk's Election Coordinator, Sarah Colding at scolding@moffatcounty.net.

Due to time constraints, Entity must provide contact information for someone who is available from 8:00 a.m. to 7:00 p.m. from September 8, 2023 until September 18, 2023, or until final approval of printing of ballots has been reached. County Clerk agrees to keep all contact personnel informed of ballot printing status. Entity has designated Liz White, whose phone is 970-826-2008, cell is 970-629-0742, email is 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 Entity fails to provide approval by the required deadline, the content will be considered approved. The County Clerk shall not be responsible for any errors or omissions as a result of the "Entity's" failure to proofread the ballot.

5. Ensure that Entity'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>.
6. If the Entity's election includes a race, contact all candidates on the ballot and ask them to call the Clerk's candidate phone line after 6:00 p.m. at (970) 826-3403 by no later than 6:00 p.m. on September 7, 2023. The certified candidate will provide an audio pronunciation of the candidates' full name.

Sign on the line provided below to indicate acknowledgement.

ENTITY SIGNATURE



7. Defend and resolve at Entity'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 Entity 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.
2. Obtain a list of Entity'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 Entity. Entity must review and verify the eligibility of property owners to receive ballots regarding Entity's Ballot Issue(s).

Entity must provide an initial list of eligible electors who are registered to vote in Colorado and own property within Entity to County Clerk, no later than September 28, 2023, and must

provide a final list of eligible electors who are registered to vote in Colorado and own property within Entity to County Clerk, no later than October 18, 2023. 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 Entity.

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 and any pertinent Code and Rules.

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

2. Receive written comments relating to ballot issue(s) and summarize such comments, as required by TABOR.
3. 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 25, 2023, pursuant to C.R.S. § 1-7-904. Such notice shall be provided to County Clerk's Election Office as an email attachment to scolding@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

Entity 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 Entity's certified TABOR notice, so long as those corrections do not change or otherwise impact the meaning of Entity's TABOR notice content.

4. Proofread and approve Entity's TABOR notice content for printing. Due to time constraints, Entity 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 25, 2023 until September 29, 2023, 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. Entity has designated _____, whose phone is _____, cell is _____, email is _____ and fax is _____.

Once approval has been received, County Clerk will not make any changes to the TABOR notice content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

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

I. Cancellation of Election by Entity.

If Entity resolves not to participate in Election, Entity must immediately deliver to the Moffat County Elections Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that Entity may not cancel after the 25th day prior to Election, October 13, 2023, pursuant to C.R.S. § 1-5-208(2).

Entity 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. Entity must publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule or regulation.

J. Correspondence & Calls Regarding Election

Refer members of the public and news media to the Clerk's Election Coordinator, Sarah Colding at 970-620-5707 for any matters outside of the DEO's expertise relating to election procedures.

ARTICLE IV COSTS

A. Election Costs.

The minimum fee for election services is \$500.00.

1. Entity's proportional share of costs shall be based on County expenditures relative to Election and the **number of eligible electors per Entity**, in accordance with C.R.S. § 1-7-116(2)(b). Costs include, but are not limited to:

- Supplies
- Printing
- Postage
- Legal notices
- Temporary labor
- Rentals
- Overtime pays
- Other expenses attributable to County Clerk's administration of Election for Entity

Entity 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. Entity 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, Entity shall be charged its prorated share.
4. The cost of any recount(s) will be charged to Entity, 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 the Moffat County Clerk & Recorder within thirty days costs in an amount determined in accordance with the invoice.
6. **Entity shall pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to Entity's participation in Election. Special preparations can include, but are not limited to: ballot addendums, affidavits, ballot language length exceeding 250 words or multiple page ballot.**

B. TABOR Costs.

The minimum fee for TABOR services is \$350.00.

Entity 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 Entity reside.

C. Invoice.

County Clerk shall submit to Entity an invoice for all costs incurred under Agreement and Entity shall remit to the Moffat County Clerk & Recorder the total due upon receipt. Any amount not paid within 30 days after receipt will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.

**ARTICLE V
MISCELLANEOUS**

A. Entire Agreement.

Agreement and its Exhibits constitute the entire agreement between County Clerk and Entity 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. Liability and Immunity.

County Clerk and Entity agree to be responsible for its own acts and omissions, and those of its officers, agents and employees, to the extent required by law, subject to and without waiving the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds Election for Entity 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, Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by Entity to County Clerk under this Agreement. County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to Entity.

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 Entity 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 Code and Rules 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 Entity, 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 Entity 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.

J. Attachments

The following attachments are incorporated herein by this reference.

Attachment A- 2023 State Elections Calendar

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

Attachment C- Moffat County Ballot Measure Worksheet Overview & Instructions
Ballot Measure Worksheet A
Ballot Measure Worksheet B

Attachment D- Candidate Race Worksheets
Candidate Race Worksheet A
Candidate Race Worksheet B

Attachment E- Address Library Sign-Off Form

Attachment F- Purpose & General Matters
Election Definitions

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

COUNTY CLERK

STACY MORGAN
MOFFAT COUNTY, COLORADO
CLERK AND RECORDER

Date

CONTACT OFFICER

SARAH COLDING
MOFFAT COUNTY, COLORADO
ELECTION COORDINATOR

Date

ENTITY

Name of Entity

Date

BY:

Printed Name of Authorized Representative
Signing on behalf of Entity

Signature of Authorized Representative

Title of Authorized Representative

Entity phone number