

INTERGOVERNMENTAL AGREEMENT FOR 2020 GENERAL 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 General Election to be held on November 3, 2020, ("Election"), and said agreement must be executed no less than seventy (70) days prior to the Election which is August 25, 2020; 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. General Election Official.

County Clerk shall act as the General 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 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 number is 970-826-2008, cell phone number is 970-629-0742, email is LWHITE@ci.craig.co.us and fax is 970-826-2036 to act as the primary liaison between City and Contact Officer. The 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. The DEO shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer with advance notice, for the purposes of consultation and decision-making on behalf of City. In addition, the DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in the 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 commence on August 25, 2020 and shall continue through December 31, 2020. The term shall apply only to the General Election.

**ARTICLE II
DUTIES OF COUNTY CLERK**

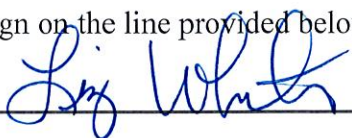
A. Voter Registration.


The County Clerk shall Supervise, administer and provide necessary facilities and forms for all regular voter registration sites.

B. Ballot Preparation.

1. The County Clerk shall Provide the City with a Ballot Certification Template for use in preparing the ballot content for certification. SEE EXHIBIT A, attached hereto and incorporated herein as part of this agreement.
2. The County Clerk shall 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.
3. **Pursuant to Election Rule 4.5.2(e)(3) and C.R.S. 1-5-407(5), the County Clerk shall 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 by the City.





Signature

4. The County Clerk shall provide ballot printing layouts and text for City's review and signature. The City shall provide approval no later than September 18, 2020.
5. The County Clerk shall certify the ballot content to the printer(s).
6. The County Clerk shall Contract for ballots.

C. Voter Lists.

Upon request of City, the County Clerk 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. The County Clerk shall provide mail ballot packets to all eligible property owners who are registered to vote at the eligible property address.
2. The County Clerk shall mail affidavits to all property owners within the 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. The County Clerk shall 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.

The County Clerk shall appoint and compensate a sufficient number of election judges to conduct Election.

F. Mail Ballot.

1. The County Clerk shall mail ballot packets to every active registered elector and conduct Election in accordance with C.R.S. Title 1, Article 7.5.
2. The County Clerk shall 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. The County Clerk shall 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. The County Clerk shall obtain and provide all ballots, forms, equipment and supplies necessary for mail and accessible voting.
3. The County Clerk shall 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. The County Clerk shall provide all necessary Election personnel to conduct Election.

H. Election Day Preparation.

1. The County Clerk shall provide an Address Library Report from the Statewide Colorado Voter Registration and Election database (“Address Library Report”) which shall list the street addresses located in the boundaries of the City. See attach EXHIBIT B, attached hereto and incorporated herein as part of this agreement.
2. The County Clerk shall 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. The County Clerk shall prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509 and Rules.
4. The County Clerk shall provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.
5. The County Clerk shall prepare and conduct a risk-limiting audit in accordance with C.R.S. §1-7-515 and Rules.

I. TABOR Notice.

1. The County Clerk shall coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within the 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. The County Clerk shall charge the 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. The County Clerk shall determine the most cost effective 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 the 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. The County Clerk shall conduct and oversee the ballot counting process and report the results by City.
2. The County Clerk shall 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. The County Clerk shall appoint, instruct and oversee the Board of Canvassers.
2. The County Clerk shall certify the results of the City’s Election within the time required by law and provide the 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. The County Clerk shall 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. The County Clerk shall retain all Election records as required by C.R.S. §1-7-802.
2. The County Clerk shall keep an accurate account of all Election costs.

M. No Expansion of Duties.

Nothing contained in Agreement is intended to expand the duties of the 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.

The City shall provide the 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 the City or other designated person to execute Agreement.

B. Call and Notice.

The City shall publish all notices relative to Election which the 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:
 - The City shall provide the County Clerk with a legal description, map and listing of street addresses located within the City in Moffat County, no later than 5:00 p.m. August 25, 2020.
 - This information must be provided to the County Clerk in Microsoft Excel and must include "high/low" street address ranges for both "odd/even" sides of each street.
 - The City shall certify the accuracy of such information.
2. If City has annexed any properties into City since January 1, 2020, City must:
 - The City shall provide the County Clerk with a legal description, map and listing of street addresses for all properties annexed into the City in Moffat County, no later than 5:00 p.m. on August 25, 2020.
 - This information must be provided to the County Clerk in Microsoft Excel and must include "high/low" street address ranges for both "odd/even" sides of each street.
 - The City shall certify the accuracy of such information.
3. The City shall 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. The City shall 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 the 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 August 25, 2020.
5. The City must return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 25, 2020.

D. Petitions, Preparation and Verification.

The City shall perform all responsibilities required to certify any candidate, initiative petition, question or issue to the ballot.

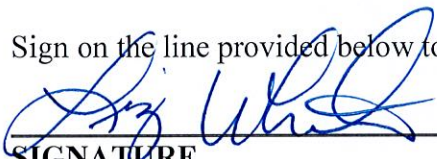
E. Ballot Preparation.

1. The City shall determine whether a ballot race, ballot question, or ballot issue is properly placed before the voters.

The City shall 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, the 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 by the City.



SIGNATURE



2. The City shall 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 4, 2020, pursuant to C.R.S. §1-5-203(3)(a). The City must provide certified ballot content as an email attachment to: 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

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All Margins: 0.5 inches

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

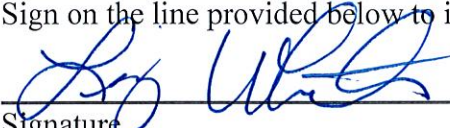
3. The City shall proofread and approve City's ballot content for printing immediately upon receipt from the County Clerk. The City must provide an email address and designate a person to be available for proofing and approving ballot content for printing.

Due to time constraints, the City must provide contact information for someone who is available from 8:00 a.m. to 7:00 p.m. from September 7, 2020 until September 18, 2020, or until final approval of printing of ballots has been reached. The County Clerk agrees to keep all contact personnel informed of ballot printing status. The City has designated Liz White as its Designated Election Official ("DEO"), whose phone number is 970-826-2008, cell phone number is 970-629-0742, email is LWHITE@ci.craig.co.us and fax number is 970-826-2036.

Once approval has been received, the County Clerk will not make any changes to the ballot content. The City shall provide approval no later than September 4, 2020. The County Clerk shall not be responsible for any errors or omissions as a result of the City's failure to proofread the ballot.

4. The City shall ensure that the 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. The City shall provide (or ensure that City's certified candidates provide) an audio pronunciation of all candidates' names as they have been certified to the County Clerk, no later than 5:00 p.m. on September 4, 2020. See EXHIBIT C, attached hereto and incorporated herein as part of this agreement for details.

Sign on the line provided below to indicate acknowledgement by the City.



Signature



6. The City shall 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 the County Clerk, the City shall provide person(s) to participate and assist in Election process. The person(s) provided by the 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. The City shall 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. The City shall obtain a list of 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 the City. The City must review and verify the eligibility of property owners to receive ballots regarding the City's Ballot Issue(s).

The 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 18, 2020, 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 September 26, 2020. 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. The City shall 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. The City shall receive written comments relating to ballot issue(s) and summarize such comments, as required by TABOR.
4. The City shall 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

18, 2020, pursuant to C.R.S. §1-7-904. Such notice shall be provided to County Clerk as an email attachment to 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. The City shall proofread and approve the City's TABOR notice content for printing. Due to time constraints, the 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 18, 2020 until September 25, 2020, or until final approval of the TABOR notice has been reached. The County Clerk agrees to keep all contact personnel informed of TABOR notice printing status. The City has designated Liz White as its Designated Election Official ("DEO"), whose phone number is 970-826-2008, cell phone number is 970-629-0742, email is LWHITE@ci.craig.co.us and fax number is 970-826-2036.

Once approval has been received, the County Clerk will not make any changes to the TABOR content. The City shall provide approval no later than September 18, 2020. The County Clerk shall not be responsible for any errors or omissions as a result of the City's failure to proofread the ballot.

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

I. Cancellation of Election by City.

If the City resolves not to participate in Election, the City must immediately deliver to Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that the City may not cancel after the 25th day prior to Election, October 9, 2020, pursuant to C.R.S. §1-5-208(2).

The City must reimburse the County Clerk for the actual expenses incurred in preparing for Election. If cancellation occurs after the certification deadline, full election costs may be incurred. The City must publish all notices relative to Election which the 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. The 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 the County Clerk's administration of Election for the City. The 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. The 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, the City shall be charged its prorated share.
4. The cost of any recount(s) will be charged to the 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, the City shall pay to the County Clerk within thirty (30) days costs in an amount determined in accordance with the invoice.
6. The City shall pay any additional or unique election costs resulting from the City delays and/or special preparations or cancellations relating to the 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.

The 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 the City resides.

C. Invoice.

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

ARTICLE V MISCELLANEOUS

A. Entire Agreement.

This Agreement and its Exhibits constitute the entire agreement between the County Clerk and the 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.

The County Clerk and the 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 the City was void or otherwise fatally defective as a result of the sole breach or failure of the County Clerk to perform in accordance with Agreement or laws applicable to Election, the City shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the City to the County Clerk. The 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 the City.

C. Conflict of Agreement with Law, Impairment.

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 County Clerk and the City hereto that the remaining provisions of this 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 this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the 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.

This Agreement, the interpretation thereof, and the rights of the County Clerk and the 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 this 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 this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

H. Severability.

If any provision of this 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 this 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
TAMMY RASCHKE

August 25, 2020
Date

CITY

CITY OF CRAIG, COLORADO

City of Craig

8/25/2020
Date

BY: Jarrold Ogden

Printed Name of Authorized Representative
Signing on behalf of City

Mayor
Title of Authorized Representative



Jarrold Ogden
Signature of Authorized Representative

970-826-2008
City Phone Number