

**A CONTRACT REGARDING THE CONDUCT AND ADMINISTRATION OF A  
ELECTION TO BE HELD NOVEMBER 8, 2022**

This Contract ("Contract") is made and entered into as of \_\_\_\_\_, 2022, by and between Town of Grand Lake, a political subdivision of the State of Colorado, and the Grand County Clerk and Recorder ("County Clerk").

**RECITALS AND PURPOSES**

- A. Pursuant to section 18(2)(a) of Article XIV of the Colorado Constitution and section 29-1-203, C.R.S., the County Clerk (acting with authority from the Grand County Board of Commissioners, pursuant to the County's Policy for the Purchasing of Goods and Services and Contracting) and the Local Government may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and incurring of debt.
- B. The Local Government has called for an election on the same day as the November General election and/or referred a ballot question to the electors of the November General Election ("Election").
- C. For purposes of this Contract, and pursuant to section 1-1-104(6.5), C.R.S, "coordinated election" means an election where more than one political subdivision with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the county clerk and recorder is the coordinated election official for the political subdivisions. The County Clerk is the coordinated election official pursuant to section 1-7-116(1), C.R.S. and the County Clerk is the chief designated election official for all coordinated elections pursuant to section 1-1-110(3), C.R.S.
- D. Pursuant to section 1-7.5-104, C.R.S., the County Clerk must conduct the Election as an election by mail ballot under the supervision of the Colorado Secretary of State ("SOS") subject to its rules and applicable statutes.
- E. Pursuant to section 1-7-116(2), C.R.S., the Local Government and the County Clerk are required to enter into an agreement for the administration of their respective duties concerning the preparation, conduct and actual cost of the Election. The agreement must be signed no later than 70 days prior to the scheduled election.
- F. The County Clerk and the Local Government have determined that it is in the best interests of the County and its inhabitants to cooperate and contract for certain services in connection with the Election as outlined below.

G. All parties must adhere to all applicable provisions of applicable law which are necessary or appropriate to the performance of the below duties. All parties will enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the Election.

## COVENANTS AND PROMISES

In consideration of the mutual promises and covenants set out in this Contract, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Effective Date, Term and Application.** This Contract is expressly written for the November 8, 2022 General Election and is effective from the date of the last party's execution through December 31 of the year of the Election.
2. **Designated Election Official.** Pursuant to section 1-1-104(8), C.R.S., the Local Government must appoint a designated election official responsible for assuring that the election is held according to Colorado statute. Except with respect to the duties carried out by the County Clerk as outlined below, \_\_\_\_\_, whose phone number is \_\_\_\_\_ will act as the Designated Election Official for the Local Government and act as the primary liaison between the Local Government and the County Clerk. The County Clerk, who is the clerk of the BoCC pursuant to section 30-10-402, C.R.S, will also serve as the Designated Election Official for the BoCC.
3. **County Clerk Duties.** The County Clerk will perform the following duties for the Election for the County:
  - 3.1. Notify the Secretary of State ("SOS") no later than one hundred and ten days prior to the Election of the intent to conduct the Election as a mail ballot election. The notification must include a proposed plan for conducting the mail ballot election, which may be based on the standard plan adopted by the SOS. (Section 1-7.5-105(1), C.R.S.)
  - 3.2. Place the ballot content text properly certified to the County Clerk upon the ballot. The County Clerk reserves the right to print the ballot content identifying information on the ballot and the ballot title pursuant to statute, SOS rules, and as may be directed by the SOS.
  - 3.3. Appoint, provide written material to, train and pay a sufficient number of qualified election judges, as required by law.
  - 3.4. Determine appropriate locations for the voter service and polling center locations required for the Election and submit those locations to the Colorado SOS as part of the mail ballot plan. Upon approval of the locations for voter service and polling centers, the County Clerk will ensure that each of those voter service and polling centers meets the requirements set forth in section 1-5-102.9, C.R.S., if applicable, and are open and appropriately staffed for the time periods and hours required by that statute.

3.5. If the Local Government ballot content includes one or more ballot issues under TABOR, then the County Clerk will:

3.5.1. Combine the text of the TABOR Notice produced by the Local Government with those of other districts and local governments to produce a combined Tabor Notice booklet.

3.5.2. Address the booklet to "All Registered Voters" at each address of one or more active registered electors of the Local Government. Nothing herein precludes the County Clerk from sending the TABOR Notice of the Local Government to persons other than electors of the Local Government if such sending arises from the County Clerk's efforts to mail the TABOR Notice booklet at "least cost."

3.5.3. Determine the order that the TABOR Notice submittal of the Local Government and of other jurisdictions will be placed in the TABOR Notice booklet; provided, however, that the materials supplied by the Local Government must be kept together as a group and in the order supplied by the Local Government.

3.5.4. Mail the TABOR Notice booklet, addressed as required by law no later than the date specified for such action in the Election Calendar published by the SOS for the applicable election date.

3.5.5. Provide an office address and telephone number for incorporation into the TABOR Notice. Such information will be agreed upon in writing no later than 42 days prior to the Election. The designated office will be open during the County Clerk's regular business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday.

3.5.6. Write, print, and incorporate any notice to be included in the TABOR Notice booklet that may inform the elector of the voter service and polling center locations and ballot drop-off locations or that may provide other information as may be required by law.

3.6. Post and/or publish any legal notices of the Election as required by law other than notices required to be posted or published specifically for the Local Government's election for which the Local Government is responsible.

3.7. Prepare and coordinate the printing of the ballot packets, which will include the Local Government's ballot content, on State certified hardware and software. The mail-in ballots will have one inch ballot stubs attached.

3.8. Mail all ballots, program voting equipment, and procure other necessary and miscellaneous election supplies.

3.9. Respond to all correspondence and calls that the County Clerk receives that are within the County Clerk's expertise relating to election procedures; refer inquiries

concerning the substance of ballot content or the operations of the Local Government to the Local Government's Designated Election Official.

3.10. Select and oversee the conduct of the Board of Canvassers and the Testing Board. The Board of Canvassers will prepare the Canvass of Votes and the Completion of the Abstract.

3.11. Notify the Local Government of the dates, times, and place of the Logic and Accuracy Tests (LAT) and the Risk Limiting Audit.

3.12. Contact the news media (newspaper and radio) regarding the date, time and place of the LAT.

3.13. Prepare and run the required LAT. The County will make the determination of who attends the LAT.

3.14. Provide voter registration lists as necessary for the procedures for processing ballots and determining voter eligibility.

3.15. Use the County's electronic/mechanical vote counting equipment to process the counting of ballots. The County Clerk will determine the location of vote counting equipment as required by law.

3.16. Process the unofficial results of the Election at the Grand County Courthouse. The unofficial results will be emailed to the Local Government if the Designated Election Official is not present at the Courthouse.

3.17. Defend and resolve at the sole expense of the County all election challenges and costs associated with a recount that is not in any way associated with the Local Government or any other jurisdiction for which the Election is being held.

3.18. Allow poll watchers in accordance with applicable law.

3.19. Securely store all election materials as required by applicable law, including but not limited to unissued, voted returned and returned unvoted ballots for the period of time required by the Colorado Revised Statutes, except for any Election supplies and materials as the County Clerk may designate for the Local Government to store.

3.20. Invoice the Local Government for all applicable charges and expenses.

4. Local Government Duties. In consideration of the foregoing, the Local Government agrees to perform the following tasks and activities:

4.1. Obtain and provide to the County Clerk no later than eighty (80) days prior to the Election all required voter registration lists for the Local Government.

4.2. Obtain, provide, and certify to the County Clerk by September 9, 2022 all required land owner lists for the Local Government. (If applicable)

4.3. Provide the County Clerk with a certified copy of the ordinance or resolution stating that the Local Government will participate in the Election in accordance with the terms and conditions of this Contract. The ordinance or resolution must authorize the presiding officer of the Local Government or other designated person to execute this Contract.

4.4. Post and/or publish any legal notices of the Local Government's election as required by law.

4.5. Accept the location of the voter service and polling centers and ballot drop-off locations established by the County Clerk. If requested by the County Clerk, the Local Government will also provide a secure ballot drop-off location at the Local Government's office or other location mutually acceptable to the County Clerk and the Local Government.

4.6. No later than September 9, 2022 at 5:00 pm. certify the ballot content and certify the order in which ballot content will appear by submitting same in WORD format to the County Clerk via email attachment with receipt confirmed by the County Clerk or County Election Deputy. The certified ballot text will be final and the County Clerk will not be responsible for making any changes after the certification, except those prescribed by statute. The Local Government's Designated Election Official must sign the certification.

4.7. If the Local Government ballot content includes one or more ballot issues subject to TABOR, then the Local Government will:

4.7.1. Prepare the text of the TABOR Notice. The TABOR Notice (as described below) must be submitted to the County Clerk at least forty-three days before the Election (no later than September 26, 2022 at 5:00 p.m.) pursuant to section 1-7-904, C.R.S. Such notice must be provided to the County Clerk in WORD format via email attachment with receipt confirmed by the County Clerk or County Election Deputy. The TABOR Notice will include:

4.7.1.1. Fiscal information as required by law;

4.7.1.2. Two summaries, one for and one against the proposal, of written comments filed with the Local Government's Election Officer by noon on the Friday before the forty-fifth day before the election (no later than September 23, 2022).

- 4.7.2. Include within its TABOR Notice, ballot titles in the order of preference.
- 4.7.3. All pros and cons regarding the Local Government election will be filed with the Designated Election Official for the Local Government and be available for public inspection.
- 4.7.4. Proofread and approve the TABOR notice content for printing within four (4) hours of receipt of the County Clerk's request for proofing.
- 4.7.5. Incorporate a local election office address and telephone number into its TABOR notice. Such local election office and telephone must be open during the County Clerk's regular business hours.
- 4.8. Review, proofread, and approve the layout, format, and text of the official ballot and provide written notice acknowledging the layout and text of the sample and official ballots no later than September 19, 2022 (50 days prior to the date of the election) or within four (4) hours of receipt of the ballot proofs from the County Clerk, whichever occurs first.
- 4.9. Ensure that the Local Government's Designated Election Official is readily available for the purposes of consultation and decision-making on behalf of the Local Government and for receiving and timely responding to inquiries made by voters or others interested in the Local Government's election.
- 4.10. Provide a representative who is a registered voter in Grand County to serve as a member of the Board of Canvassers, to view the Logic and Accuracy Tests **tentatively** scheduled for September 21, 2022 the Risk Limiting Audit, and to participate in a recount, if required.
- 4.11. In the event the Local Government requires an Abstract separate from the Canvass of Votes and the Completion of the Abstract prepared by the Board of Canvassers, the Local Government will provide the County Clerk the required forms prior to November 28, 2022, the date by which the Board of Canvassers will prepare the Canvass of Votes and the Completion of the Abstract, provided all Provisional Ballots have been processed and counted.
- 4.12. Pick up election materials from the County Clerk when requested following the Election.
- 4.13. Store all Election materials, not stored by the County Clerk, for that time required by the law.
- 4.14. Issue Certificates of Election of ballot content upon receipt of the official results from the County Clerk. Any additional Certificates of Election which are required by law to be forwarded to another division of government is the responsibility of the Local Government.

4.15. Pay all election costs outlined in this Contract within 30 days of receipt of a statement from the County Clerk and promptly pay Local Government's prorated share of all other election costs, including miscellaneous election supplies, mailing ballot envelopes, secrecy sleeves, etc.

5. Cancellation of Election by the Local Government. If the Local Government resolves not to hold its election, then notice of such resolution must be provided to the County Clerk immediately. The Local Government will promptly pay the County Clerk its pro rata share of the full actual costs of the activities of the County Clerk relating to the Election incurred before and after the County Clerk's receipt of such notice. In the event that the Local Government resolves not to hold the election after the last day for the Local Government's Designated Election Official to certify the ballot order and content to the County Clerk, the text provided by the Local Government cannot be removed from the ballot and/or the Ballot Issue Notice (TABOR Notice). The Local Government will publish notice of such cancellation or withdrawal of ballot content in accordance with applicable law.

6. Estimated Cost.

6.1. The County will be responsible for the salary of the County Clerk and permanent Election Deputies, except as otherwise specified in this Contract.

6.2. The Local Government will be responsible for all expenses solely related to the Local Government for the preparation, conduct and conclusion of the Election or cancellations relating to the Local Government's participation in the Election.

6.3. In the event of a recount concerning only Local Government election ballot content, the Local Government will bear all costs associated with a recount, depending on the type of recount. If a recount involves in addition to the Local Government, the County and/or other jurisdictions, the Local Government will pay its pro rata share of costs for the recount.

6.4. All other expenses incurred to carry out the above duties unless otherwise specified, including expenses of election judges, technical personnel, Board of Canvassers and Testing Board, printing of ballots, mailing of ballots and TABOR notices, miscellaneous election supplies, mail ballot envelopes, secrecy sleeves, etc., will be shared as a prorated expense among the County, the Local Government and any other jurisdiction participating in this Election. The rough estimated cost of the Election for the Local Government is \$8.00 per registered voter. It is understood and agreed that the cost of the Election to each jurisdiction may vary and each jurisdiction may incur a greater or lesser expense than the estimated cost, depending on the number of jurisdictions participating in this Election.

7. Notices. Any and all notices required to be given by this Contract are deemed to have been received and to be effective: (1) three days after the same have been mailed; or (2) immediately upon hand delivery. Notices will be addressed as follows:

County Clerk:  
Grand County Clerk & Recorder  
Attention: Sara Rosene  
PO Box 120  
Hot Sulphur Springs, CO 80451

Local Government:  
Attention:  
\_\_\_\_\_  
\_\_\_\_\_

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

9. Timeframes. Time is of the essence under this Contract. The statutory time frames or requirements of applicable law apply to the completion of any duties or tasks required under this Contract.

10. Amendment. This Contract may be amended only in writing signed by the parties.

11. Integration. The parties acknowledge that this Contract constitutes the sole agreement between them relating to the subject matter hereof and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect. This Contract fully supersedes any previous agreements between the parties with respect to the subject matter.

12. Conflicts of this Contract with the Law, Impairment. In the event that any provision in this Contract conflicts with the law, this Contract will be modified to conform to such law or resolution.

13. Third Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, are strictly reserved to the County Clerk and the Local Government, and nothing contained in this Contract gives or allows any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract be deemed an incidental beneficiary only.

14. No Waiver. No waiver of any of the provisions of this Contract constitutes a waiver of any other of the provisions of this Contract, and no such waiver constitutes a continuing waiver, unless otherwise expressly provided in this Contract, nor will the



waiver of any default under this Contract be deemed a waiver of any subsequent default.

15. Appropriation. The Parties' obligations under this Contract outside the current fiscal year are conditioned on the prior appropriation of good and sufficient funds for such purpose, pursuant to section 29-1-110, C.R.S. The Parties affirmatively assert that each has budgeted sufficient funds for its obligations under this Contract for the year it was executed.

County Clerk:

Local Government

\_\_\_\_\_  
Sara L. Rosene  
Grand County Clerk and Recorder  
T: 970-725-3110  
Fax : 970-725-0100  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
T: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Date: \_\_\_\_\_