



BOARD OF TRUSTEES
August 18, 2020
6:00 PM

Special Meeting

Join Zoom Meeting
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Meeting ID: 980 9171 3448

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AGENDA

A. CALL TO ORDER

1. Roll Call
2. Amendments to Agenda
3. Conflict of Interest

B. ACTION ITEMS

1. Intergovernmental Agreement with Larimer County for the 2020 Election
 - Staff presentation: Brad March, Town Attorney

C. EXECUTIVE SESSION

1. Conferences with negotiators for the board as allowed pursuant to § 24-6-402(4) (e)(I), for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators relative to matters involving the Poudre R-1 School District and the construction of the new high school and development agreement(s) related to the new high school.
As required by C.R.S. §24-6-402(2)(d.5)(II)(E) the executive session proceedings will electronically recorded and the record will be preserved for 90 days through November 9, 2020.

D. ADJOURN

The Town of Wellington will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements. Individuals needing special accommodation may request assistance by contacting at Town Hall or at 970-568-3380 ext. 110 at least 24 hours in advance.



Board of Trustees Meeting

Date: August 18, 2020

Submitted By:

Intergovernmental Agreement with Larimer County for the 2020 Election

Subject:

- **Staff presentation: Brad March, Town Attorney**

EXECUTIVE SUMMARY

BACKGROUND / DISCUSSION

STAFF RECOMMENDATION

ATTACHMENTS

1. BOARD COMMUNICATION form
2. 2020 IGA - Standard for Coordinated Election
3. 2020 IGA - Non-Coordinating with TABOR



Board of Trustees COMMUNICATION

Meeting Date: August 18, 2020	Page 1 of 1	Item: Election issues IGA with County
Agenda No.:	Presented by: Town Attorney	

Relative to the initiated ordinance, issues exist as to whether any required election should be run as part of the consolidated November 3, 2020 general election ballot or should a separate ballot with the election run independently by the Town clerk. Colorado Law provides at C.R.S. 1-7-116(2).

The political subdivisions for which the county clerk and recorder will conduct the coordinated election shall enter into an agreement with the county clerk and recorder for the county or counties in which the political subdivision is located concerning the conduct of the coordinated election. The agreement shall be signed no later than seventy days prior to the scheduled election. The agreement shall include but not be limited to the following ...

Accompanying this communication are alternate proposed IGA's requested by the County, one providing for the Town issues being placed on the coordinated election ballot, the second providing that the Town would run its own elections. Because the County has no issues on the ballot, initially it was estimated that the Town's cost to put matters on the general election ballot would be in the \$75,000 range. The County thereafter agreed to absorb a part of the election costs and has since revised the estimate (with the Tabor issue) to around \$30,000 to participate in the coordinated election. The Town clerk feels that an independent election can be held less expensively.

As set forth in the referenced statute the proposed County agreement needs to be signed 70 days prior to the November 3rd election, August 25, 2020.

As pointed out in a prior memo, timelines are particularly tight in that any registered elector has the right to protest various statutory compliance issues. A protest may be raised 40 days after the petition was filed. The timeline for a protest would expire after the time by which the form of the ballot for the November 3rd coordinated county election has to be finalized under state law. It is possible that as a result of a protest, election issues could change. A dramatic change caused by a protest could require reprinting ballots, including county wide ballots for Wellington voters, which could have a financial impact to the Town and concern has been raised that this cost could be more severe in a coordinated election setting.

The board needs to provide direction to the clerk as to whether the Town wants to participate in the coordinated election.

INTERGOVERNMENTAL AGREEMENT FOR 2020 GENERAL ELECTION

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Larimer County Clerk and Recorder (“County Clerk”) and the **Town of Wellington** (“Entity”). Agreement is made effective upon the signature of Entity and County Clerk.

WITNESSETH

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 General Election to be held on November 3, 2020, (“Election”), and said agreement must be executed no less than 70 days prior to the Election which is August 25, 2020; and

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 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 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 Doreen Bellfy, whose telephone number is 970.498.7941, 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 _____ as its Designated Election Official (“DEO”), whose phone is _____, cell is _____, email is _____ and fax is _____, 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 Larimer County, Colorado. Agreement shall be construed to apply only to that area of Entity situated within Larimer County.

E. Term.

The term of Agreement shall be through December 31, 2020 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 Code and Rules. **To avoid ballot space issues, County Clerk requests each ballot question and ballot issue be not more than 250 words.**
2. 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.

ENTITY SIGNATURE



3. 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.
4. Certify the ballot content to the printer(s).
5. Contract for ballots.

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.

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 boxes in accordance with C.R.S. §1-5-102.9(5)(a) 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 14, 2020, which will list the street addresses located in both Entity and Larimer 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 Larimer 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 (if called for) in accordance with Code and Rule.

M. Recordkeeping.

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

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 Larimer County, no later than 5:00 p.m. on July 1, 2020.
 - 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 Entity has annexed any properties into Entity since January 1, 2020, Entity must:

- Provide County Clerk with a legal description, map and listing of street addresses for all properties annexed into Entity in Larimer County, no later than 5:00 p.m. on July 1, 2020.
 - 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)] 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 21, 2020.
 5. Entity must return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 28, 2020.

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 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:

_____ 

ENTITY 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 4, 2020, pursuant to C.R.S. §1-5-203(3)(a). Entity must provide certified ballot content as an email attachment to elections@co.larimer.co.us.

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.

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

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 4, 2020 until September 14, 2020, 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 _____, whose phone is _____, cell is _____, email is _____ and fax is _____.

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.

4. 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>.
5. Provide (or ensure that Entity'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 4, 2020. See Exhibit B for details.

Sign on the line provided below to indicate acknowledgement.

ENTITY SIGNATURE



6. 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 Larimer 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 24, 2020, 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 14, 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 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.

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 21, 2020, pursuant to C.R.S. §1-7-904. Such notice shall be provided to County Clerk as an email attachment to elections@co.larimer.co.us 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.

5. 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 22, 2020 until September 25, 2020, 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.

6. 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 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 9, 2020, 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.

**ARTICLE IV
COSTS**

A. Election Costs.

The minimum fee for election services is \$650.00.

1. Entity's proportional share of costs shall be based on County expenditures relative to Election and the number of eligible electors per Entity. 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 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 County Clerk within thirty days costs in an amount determined in accordance with the formula set forth on Exhibit A. If Exhibit A cannot be completed at the time of the mailing of Agreement, it will be provided as soon as possible.
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 itemized invoice for all costs incurred under Agreement and Entity shall remit to County Clerk 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. Indemnification.

County Clerk and Entity 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 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. 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 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 Larimer, 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

**ANGELA MYERS
LARIMER COUNTY, COLORADO
CLERK AND RECORDER**

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

*Approved As To Form:
Wierken*

LARIMER COUNTY
 NOVEMBER 3, 2020 - GENERAL ELECTION
ESTIMATED COSTS
 EXHIBIT A - 07/27/2020

PARTICIPATING JURISDICTION	ELECTION	TABOR	TABOR COSTS				ELECTION COSTS				TOTAL
			NUMBER OF HOUSEHOLDS MAILED	COST SUBJECT TO MINIMUM CHARGE \$350 \$42,559	% OF TOTAL HOUSEHOLDS FOR GENERAL COST PRORATION	BALANCE OF COSTS X % OF HOUSEHOLDS INCL. MIN	NUMBER OF REGISTERED VOTERS	COST SUBJECT TO MINIMUM CHARGE \$650 \$1,354,000	% OF TOTAL REGISTERED VOTERS FOR GENERAL COST PRORATION	BALANCE OF COSTS X % OF REG VOTERS INCL. MIN & SOS	TOTAL ELECTION COST PER PARTICIPANT
State of Colorado (Active voters @ .80 ea.)	YES	NA	NA	NA		NA	234,661	NA	NA	\$187,728.80	\$187,728.80
City of Loveland	YES	YES	28,336	NA	67.21860%	\$26,725.44	51,351	NA	59.11655%	\$686,385.24	\$713,110.68
Town of Berthoud	YES	NO	0	\$0.00	0.00000%	\$0.00	6,703	NA	7.71666%	\$89,595.92	\$89,595.92
Town of Windsor	YES	YES	2,742	NA	6.50457%	\$2,586.15	5,929	NA	6.82561%	\$79,250.22	\$81,836.37
Weld County School District RE-5J	YES	YES	7	\$350.00	0.00000%	\$350.00	13	\$650	0.00000%	\$650.00	\$1,000.00
Poudre Canyon Fire Protection District	YES	NO	0	\$0.00	0.00000%	\$0.00	343	NA	0.33487%	\$4,584.72	\$4,584.72
Loveland Rural Fire Protection District	YES	YES	7,752	NA	18.38928%	\$7,311.39	15,307	NA	17.62180%	\$204,601.64	\$211,913.03
St Vrain & Left Hand Water Conservancy District	YES	YES	34	\$350.00	0.00000%	\$350.00	66	\$650	0.00000%	\$650.00	\$1,000.00
Windsor-Severance Fire Protection District	YES	YES	3,325	NA	7.88756%	\$3,136.01	7,231	NA	8.32451%	\$96,653.46	\$99,789.47
Crystal View PID #69	YES	YES	42	\$350.00	0.00000%	\$350.00	75	\$650	0.00000%	\$650.00	\$1,000.00
Trappers Point PID #70	YES	YES	36	\$350.00	0.00000%	\$350.00	65	\$650	0.00000%	\$650.00	\$1,000.00
Glen Ridge Estates PID #72	YES	YES	19	\$350.00	0.00000%	\$350.00	45	\$650	0.00000%	\$650.00	\$1,000.00
Rockview Wildflower Ridge PID #71	YES	YES	43	\$350.00	0.00000%	\$350.00	80	\$650	0.00000%	\$650.00	\$1,000.00
Meadows at Rolling Hills PID #73	YES	YES	14	\$350.00	0.00000%	\$350.00	35	\$650	0.00000%	\$650.00	\$1,000.00
Vine Drive PID #29	YES	YES	42	\$350.00	0.00000%	\$350.00	73	\$650	0.00000%	\$650.00	\$1,000.00
TOTAL			42,392	\$2,800.00	100%	\$42,559.00	87,316	\$5,200	100.00000%	\$1,354,000.00	\$1,396,559.00
PLEASE NOTE: THIS IS AN ESTIMATION BASED ON ENTITIES THAT MAY OR MAY NOT PARTICIPATE IN THE 2020 GENERAL ELECTION			Cost subject to minimum charge (\$42,559 cost to print/mail Tabor) less the total of all minimum charges to entities (\$2,800) X percentage of total households for general cost proration for your district.				Cost subject to minimum charge (\$1,354,000) less the total balance of cost subject to minimum charge (\$5,200) less the total elections costs of State of Colorado (\$191,052.80) X percentage of total registered voters for general costs proration for your district.				

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 4, 2020), 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 Code and Rule, County Clerk's office is providing a voice mailbox at **970.498.7946** 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 970.498.7820 if you have any questions or need additional information.

INTERGOVERNMENTAL AGREEMENT FOR 2020 GENERAL ELECTION

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Larimer County Clerk and Recorder (“County Clerk”) and the «District or Municipal Name» (“Entity”). Agreement is made effective upon the signature of Entity and County Clerk.

WITNESSETH

WHEREAS, Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors, and pursuant to C.R.S. §1-7-116(1)(b), Entity has chosen to conduct [an independent mail ballot election under applicable provisions of the Colorado Local Government Election Code, C.R.S. §1-13.5-1101 *et seq.*,] [a mail ballot election under applicable provisions of the Municipal Election Code, C.R.S. § 31-10-101, *et seq.*,] to be held on November 3, 2020 (“Election”); and

WHEREAS, County Clerk will also conduct a Mail Ballot Election on November 3, 2020 as required by the Uniform Election Code of 1992, C.R.S. Title 1, as amended (“Code”) and current Colorado Secretary of State Election Rules, as amended (“Rules”); and

WHEREAS, County Clerk and Entity desire to cooperate regarding their elections and establish by Agreement their understandings and respective responsibilities; and

WHEREAS, such agreement must be executed by County Clerk and Entity on or before August 25, 2020, pursuant to C.R.S. §1-7-116(2); and

WHEREAS, pursuant to C.R.S. §1-7-116(3), County Clerk and Entity are required to enter into an agreement regarding the preparation and mailing of the notice required by the Tax Payer Bill of Rights (TABOR) in accordance with the Colorado Constitution, Article X, Section 20 (“TABOR Notice”).

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 & GENERAL MATTERS

A. Goal.

The purpose of Agreement is to set forth the respective tasks of County Clerk and Entity in order to conduct the Elections.

B. County Clerk Contact Officer.

County Clerk designates Doreen Bellfy, whose telephone number is 970.498.7941, to act as the primary liaison (“Contact Officer”) between County Clerk and Entity. Contact Officer shall act under the authority of County Clerk.

C. Designated Election Official.

Entity designates _____ as its Designated Election Official (“DEO”), whose phone is _____, cell is _____, email is _____ and fax is _____, to act as 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 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 Larimer County, Colorado. Agreement shall be construed to apply only to the area of Entity situated within Larimer County.

E. Term.

The term of Agreement shall be through December 31, 2020 and shall only apply to Entity's **independent** mail ballot election on November 3, 2020.

ARTICLE II DUTIES OF COUNTY CLERK

A. Voter List.

Upon request of Entity, and upon receipt of the listing of street addresses referenced in Article III(B)(1), County Clerk shall create and certify a list of registered voters containing the names and addresses of each elector registered to vote in Entity, and provide Entity with such list. County Clerk will invoice Entity for the voter list fee provided by C.R.S. § 1-5-303(3), and Entity will pay the invoice within thirty days.

B. Voting Jurisdiction.

Pursuant to C.R.S. §1-5-303 and subject to Entity providing the information referenced in Article III(B)(1), and after the creation of the district in the Statewide Colorado Voter Registration and Election database, 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 both Entity and Larimer County. In order to create Address Library Report, County Clerk must first receive from Entity the information referenced in Article III(B)(1).

C. TABOR Notice.

1. Coordinate the printing of TABOR Notice.
2. Charge Entity for all expenses associated with printing of TABOR Notice.

D. Miscellaneous

1. Pursuant to C.R.S. §1-7.5-204(3), if more than one marked ballot of any kind is included in a return envelope of County Clerk or Entity, none shall be counted. County Clerk agrees that a statement to this effect shall be included on the printed voter instructions provided with the mail ballot packet.
2. No later than 5:00 p.m. on Thursday, November 5, 2020, County Clerk will deliver to Entity any mail ballot return envelopes that are:
 - a. Addressed to or intended for Entity; and
 - b. Received by County Clerk on or before 7:00 p.m. on Election Day.
3. In an effort to minimize voter confusion, Clerk intends to:
 - a. Include provisions in the voter instructions provided with the mail ballot packet, advising voters to return each jurisdiction's ballot to the appropriate election official in the mail ballot return envelope included in the same mail ballot packet.

E. 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. Call and Notice.

Entity shall publish all notices relative to Election which Entity is required to provide pursuant to applicable provisions of Colorado law.

B. 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 Larimer County, no later than 5:00 p.m. on July 1, 2020.
 - 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 Entity has annexed any properties into Entity since January 1, 2020, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses for all properties annexed into Entity in Larimer County, no later than 5:00 p.m. on July 1, 2020.
 - 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(B)] 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 21, 2020.
5. Return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 28, 2020.

C. Ballot Preparation.

1. Entity is solely responsible for determining whether a ballot race, ballot question, or ballot issue is properly placed before the voters.
2. Entity shall defend and resolve at its sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s).

D. 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 21, 2020. Such notice shall be provided to County Clerk as an email attachment to elections@co.larimer.co.us 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. Notify County Clerk by September 21, 2020 of the number of TABOR Notices that will be required to be printed. After this date, no additional printing will be available.
5. Acknowledge that mailing of TABOR notice must be "at the least cost" pursuant to Article X, Section 20(3)(b) of the Colorado Constitution.
6. Determine the least cost method for mailing TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Larimer County where one or more active registered voters of Entity reside.

County Clerk shall in no way be responsible for Entity's compliance with TABOR or the accuracy or sufficiency of any TABOR notice. Cost for preparation to County Clerk and distribution and postage at the least cost of TABOR notice will be the sole responsibility of Entity.

E. Miscellaneous.

1. Pursuant to C.R.S. §1-7.5-204(3), if more than one marked ballot of any kind is included in a return envelope of County Clerk or Entity, none shall be counted. Entity agrees that a statement to this effect shall be included on the printed voter instructions provided with the mail ballot packet.
2. No later than 5:00 p.m. on Thursday, November 5, 2020, Entity will deliver to County Clerk all mail ballot return envelopes that are:
 - a. Addressed to or intended for County Clerk; and
 - b. Received by Entity on or before 7:00 p.m. on Election Day.
3. In an effort to minimize voter confusion, Entity intends to:
 - a. Use a different size and shape return envelope than County Clerk.
 - b. Include provisions in the voter instructions provided with the mail ballot packet, advising voters to return each jurisdiction's ballot to the appropriate election official in the mail ballot return envelope included in the same mail ballot packet.

**ARTICLE IV
MISCELLANEOUS**

A. Entire Agreement.

Agreement constitutes the entire agreement between County Clerk and Entity as to the subject matter hereof and supersedes 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 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 Entity and County Clerk under the Colorado Governmental Immunity Act as currently written or hereafter amended.

C. 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.

D. 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 County of Larimer, State of Colorado.

E. 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.

F. Amendments

Amendments or strikethroughs to 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

**ANGELA MYERS
LARIMER COUNTY, COLORADO
CLERK AND RECORDER**

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

Approved As To Farm:
Wierken