

**TOWN OF PALISADE
RESOLUTION NUMBER 2022-14**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MESA COUNTY CLERK AND RECORDER REGARDING THE NOVEMBER 8, 2022, MAIL BALLOT SPECIAL ELECTION.

WHEREAS, the Board of Trustees has agreed to coordinate with Mesa County Clerk and Recorder to tabulate ballots for the Mail Ballot Election for the Town of Palisade on Tuesday, November 8, 2022; and

WHEREAS, the Board of Trustees has appointed the Town Clerk as its Designated Election Official and who will have primary responsibility for election procedures; and

WHEREAS, the Mesa County Clerk and Recorder has submitted to the Town an intergovernmental agreement, attached hereto, concerning the conduct on the November 8, 2022, coordinated special election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO that the Intergovernmental Agreement for the special municipal election, November 8, 2022, between the Town of Palisade and the Mesa County Clerk and Recorder, is hereby approved, and the Mayor/and or Town Clerk is authorized to sign on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 23rd day of August 2022.

TOWN OF PALISADE

By:  _____
Greg Mikolai, Mayor

ATTEST:

 _____
Keli Frasier, Town Clerk





Intergovernmental Agreement Between
Mesa County Clerk and Recorder by and through the Mesa
County Elections Department
And
Town of Palisade

Regarding the Conduct and Administration of the
November 8, 2022 General Election

200 S. Spruce Street, Grand Junction, CO 81501
Voter.Info@mesacounty.us | (970) 244-1662

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as this "Agreement") is entered into between the Town of Palisade , (hereinafter referred to as the "Town" or "Jurisdiction") and the Mesa County Clerk and Recorder by and through the Mesa County Elections Department, (hereinafter referred to as the "Elections Department"), effective on _____ executed (hereinafter the "Effective Date"). The Elections Department and Town are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to § 1-7-116, C.R.S., if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to § 1-5-401, C.R.S., shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in Article 7.5 of Title 1, C.R.S.; and

WHEREAS, the Elections Department and Jurisdiction have determined that § 1-7-116, C.R.S., applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a General Election on November 8, 2022 and

WHEREAS, such agreements are authorized by State law; and

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION I.

PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS

A. "**Address Library Report**" means the address report from the Secretary of State voter registration system that defines street addresses and precincts within the jurisdiction.

B. "**Coordinated Election Official**" (hereinafter "CEO") shall mean the County Clerk and Recorder, by and through the Mesa County Elections Department, who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. "**Colorado Election Code**" or "**Code**" means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the Elections Department is the Coordinated Election Official for the jurisdictions.

E. "**Contact Officer**" means the individual who shall act as the primary liaison or contact between the Jurisdiction and the Elections Department. The Contact Officer shall be that person under the authority of the Elections Department who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the Elections Department hereunder.

F. "**Designated Election Official**" (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

G. "**IGA**" or "**Agreement**" means this Intergovernmental Agreement between the Elections Department and the Jurisdiction for election coordination.

H. "**Jurisdiction**" means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to [Coordinating Entity Name].

I. "**Logic and Accuracy Test**" means a test of all electronic and electromagnetic voting equipment to test mail, provisional and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

J. "Mail Ballot Packet" means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "Risk Limiting Audit" means such audit as set forth substantially in the Colorado Election Code.

L. "Precinct" means an area with established boundaries within a political jurisdiction used to establish election districts.

M. "Proposed Jurisdiction" means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

N. "SOS" means the Colorado Secretary of State.

O. "SOS Election Calendar" means the most recent election calendar as published on the SOS website located at www.sos.state.co.us and attached hereto as Attachment C and incorporated herein by this reference.

P. "TABOR" means a ballot issue that is governed by article X, § 20 of the Colorado Constitution.

Q. "UOCAVA voters" means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

1.02 JURISDICTIONAL LIMITATION

The Jurisdiction encompasses territory within Mesa County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Mesa County.

1.03 GOAL

The purpose of this Agreement is to set forth the tasks to be completed by the Elections Department (CEO) and the Jurisdiction to conduct the election and to provide for the cost thereof.

SECTION II.

COUNTY/JURISDICTION RESPONSIBILITIES

2.01 DESIGNATED OFFICIALS

The Mesa County Clerk and Recorder, by and through the Mesa County Elections Department, shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction will identify its Designated Election Official (hereafter "DEO").

2.02 JOINT RESPONSIBILITIES

Nothing herein shall be deemed or construed to relieve the Elections Department or the Jurisdiction from their official responsibilities for the conduct of the election as generally set forth in the Colorado Election Code.

All parties shall:

- A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election, unless superseded by other legal authority.
- B. Enforce all applicable provisions of § 1-45-101, C.R.S., *et seq.*, the Fair Campaign Practices Act.
- C. Review and execute this IGA with all required signatures on or before the deadline set forth in § 1-7-116(2), C.R.S.
- D. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

2.03 ELECTIONS DEPARTMENT RESPONSIBILITIES

The Elections Department shall perform the following duties:

- A. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.
- B. Maintain voter records and an address library for Mesa County voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and Mesa County cybersecurity recommendations to protect confidential voter information.
- C. Send a certified list of registered voters to the Jurisdiction via secure email transfer or printed copy. The fee for furnishing the list shall be as follows:
 - a. Email List = \$25.00
 - b. List as a Printed Copy = \$25.00 and \$.05 per page

- D. In order to identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the Elections Department shall perform the following duties for the Address Library:
- a. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.
 - b. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.
 - c. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- E. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 90 days prior to the Election.
- F. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to vote.mesacounty.us
- G. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:
- a. If the Jurisdiction is entirely contained within Mesa County, the Elections Department has authority to set the ballot measure order and number.
 - b. If the Jurisdiction includes territory in more than one county, the Elections Department will coordinate with the other applicable counties for purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.
- H. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.
- I. Provide a candidate hotline at (970) 255-5059, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.
- J. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.
- K. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

- L. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S., for the Jurisdiction's ballot issues, ballot questions, and/or candidates.
- M. If the Jurisdiction's election includes a TABOR issue, the Elections Department shall perform the following duties relative to the TABOR Notice:
 - a. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.
 - b. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in Mesa County. The Elections Department may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."
 - c. Post the TABOR Notice on vote.mesacounty.us.
 - d. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the Elections Department's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the County's total expenditures relative to the TABOR Notice.
- N. Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the election.
- O. Establish and maintain mail ballot drop box locations, and designate and operate Voter Service and Polling Centers as required by the Code.
- P. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop box location and Voter Service and Polling Center each business day.
- Q. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.
- R. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.
- S. Send letters to voters whose mail ballots are missing a signature, missing identification or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.
- T. Maintain the following reports for all Mesa County eligible voters, and publish a public version (excluding confidential voters) on vote.mesacounty.us
 - a. A turnout list, including the names of eligible electors, precinct number, date mail ballot was sent, and date ballot was issued at a Voter Service and Polling Center.

- U. Accept public inquiries by phone at (970) 244-1662 and by email at voter.info@mesacounty.us. Respond to all correspondence and calls within the Elections Department’s expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.
- V. Post unofficial election results by ballot question after the polls close on Election Night at www.vote.mesacounty.us, and regularly update the unofficial results as more eligible ballots are counted.
- W. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.
- X. Prepare and run the required Risk Limiting Audit in accordance with the Code before certifying election results.
- Y. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.
- Z. Keep a careful and accurate accounting of time, supplies, printing costs, and salaries attributable to the Elections Department’s administration of the election.
- AA. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.04 JURISDICTION RESPONSIBILITIES

The Jurisdiction shall perform the following duties:

- A. Identify a Designated Election Official to act as liaison between the Jurisdiction and the Elections Department. The Jurisdiction designates the below named person to act as the DEO for all matters under the Code and the Rules which require action by the DEO.

DEO name: _____

Primary phone: _____

Cell phone: _____

Email: _____

From the date of execution of this Agreement through the official certification of the final election results including any recounts, the DEO shall be readily available and accessible during regular

business hours, and at other times when notified in advance by the Elections Department's contact person, for the purpose of consultation and decision-making on behalf of the Jurisdiction. In addition, the DEO is responsible for receiving and timely responding to inquiries made by the Jurisdiction's voters or others interested in the Jurisdiction's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

- B. Notify the Elections Department prior to executing this Agreement if the Jurisdiction's boundaries include property in any other county.
- C. Review the Address Library Report provided by the Elections Department, which determines which residential addresses are within the jurisdiction. View the street ranges in a map format at: <https://emap.mesacounty.us/viewer>. Confirm the street ranges are correct and identify any errors, omissions or deletions if necessary. Provide the Elections Department with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the Elections Department, including any corrections if necessary, by the date set forth in Attachment B.
 - a. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the Elections Department with a certified legal description, map, and a list of street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.
- D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:
 - a. Coordinate directly with the Mesa County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in Mesa County, in accordance with § 1-5-304,C.R.S., and by the deadlines in Attachment B.
 - b. To receive access to Secretary of State Special District Designated Election Official (DEO) Voter Lookup Request Form, contact Colorado Secretary of State's Office at <https://www.sos.state.co.us/voter/auth/login.xhtml>. Click on request voter lookup access.
 - c. Using the list from the Assessor's Office:
 - i. Remove from the list non-person entities.
 - ii. Look up the remaining names using the Secretary of State DEO Lookup Tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

- iii. Remove from the list persons who reside in the Jurisdiction, as they will already receive a mail ballot.
 - iv. Deliver to the Elections Department via email an initial and a supplemental list of property owners who are property owners in the Jurisdiction, registered to vote in the state of Colorado, and not physically residing in the Jurisdiction. Each list should be delivered by the deadline indicated in Attachment B. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.
 - v. The CEO will mail affidavits to each eligible elector residing outside of the district included on the property owner list provided by the DEO. Each eligible elector who resides outside the district, but is registered to vote in the State of Colorado, must complete, sign, and return the affidavit to the Elections Department. Upon receipt and verification of the completed affidavits, the CEO will mail each eligible elector a mail ballot packet. Those electors who reside within the district will not be required to complete the affidavit.
- E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S., for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, responding to protest filings, and cures if applicable.
- F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.
- G. Defer to the Elections Department to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the Elections Department.
- H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the Elections Department. Submit the ballot content via email to *Stephanie Wenholtz* at stephanie.wenholtz@mesacounty.us on or before the deadline as set forth within Attachment B. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough, or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. Ballot content submitted to the Elections Department after the deadline will not appear on the ballot. Example provided as attachment D.

- I. Within four (4) hours of receipt from the Elections Department, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the Elections Department via email to the Elections Department's *Elections Manager, Stephanie Wenholz at stephanie.wenholz@mesacounty.us*, or such alternate email address as the Elections Department may designate.
- J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the Elections Department's candidate hotline at (970) 255-5059 by the deadline indicated in Attachment B and record a voicemail with the phonetic pronunciation of their name, the title of the race, and jurisdiction for which they are running.
- K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:
 - a. Receive petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.
 - b. Prepare a financial summary for each ballot question or issue.
 - c. Prepare a Microsoft Word document using the template provided by the Elections Department for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment B.
 - d. Defend and resolve, at the Jurisdiction's sole expense, all challenges related to the candidates, ballot issues and/or ballot questions, or to the TABOR Notice if applicable, as certified to the Elections Department.
- L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the Elections Department in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the Elections Department for its records.
- M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question, measures, or operations. Refer members of the public and news media to the Elections Department for any matters outside of the DEO's expertise relating to election procedures.
- N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the Elections Department for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating jurisdictions as per § 1-10.5- 101, C.R.S.
- O. Remit to the Elections Department the total payment for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the Elections Department.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the Elections Department relating to the election incurred before receipt of such notice and activities of the Elections Department relating to cancelling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment B), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

SECTION IV.
MISCELLANEOUS

4.01 NOTICES

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County: Stephanie Wenholz
 Elections Manager
 Mesa County Elections Department
 200 S Spruce Street
 Grand Junction, CO 81502
 Phone: (970) 244-1661 Cell: (970) 216-1434
 Fax: (970) 255-5039
 Email: Stephanie.Wenholz@mesacounty.us

To Jurisdiction: Keli Frasier, Town Clerk
 Town of Palisade
 175 E 3rd St., PO Box 128
 Palisade, CO 81526
 kfrasier@townofpalisade.org

4.02 TERM OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.03 ALLOCATION OF COSTS OF ELECTION

The Jurisdiction shall reimburse the Elections Department for all cost incurred for the 2022 General Election. Such reimbursement shall be made within 30 days of receipt of billing from the Elections Department.

4.04 AMENDMENT

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.05 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole and entire agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation or other written document made by another Party, employee, agent, or officer of that Party.

4.06 CONFLICT OF LAW

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law, and the non-conflicting portions shall be enforced as written to the extent possible.

4.07 TIME OF ESSENCE

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment B or the Code may result in consequences up to and including termination of this Agreement.

4.08 GOOD FAITH

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.09 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections, or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.10 NO THIRD PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Elections Department and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.11 GOVERNING LAW: JURISDICTION AND VENUE

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Mesa, State of Colorado.

4.12 SEVERABILITY

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 parties hereto that the remaining provisions of this Agreement shall be of full force and effect to the extent possible.

4.13 ATTACHMENTS.

The following attachments are incorporated herein by this reference.

Attachment A - 2022 Cost Estimate

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

Attachment C – State Elections Calendar

Attachment D – Certified Format Information Page

END OF PAGE

NOTICES

All notices, request, demands, consents, and other communication pertaining to this agreement shall be transmitted in writing and shall be deemed duly made when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing:

Notice to the Jurisdiction:

Town of Palisade
175 E 3rd St
PO Box 128
Palisade, CO 81526

Notice to the:

Brandi Bantz, Designated Election Official
Mesa County Elections
200 S Spruce St.
Grand Junction, CO 81501

In witness whereof, the Jurisdiction and the have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

MESA COUNTY

By: Brandi Bantz, Mesa County Designated Election Official

Date: _____

TOWN OF PALISADE



Greg Mikolai, Mayor for the Town of Palisade

Date: 8/23/22



2022 GENERAL ELECTION

Attachment A

Participating Entities	Total Voters Served	% of Total Voters	Participating Entities	% of Total Cost
			Election Cost	\$ 272,548.55
State	102,219		State Reimbursement	\$ 81,775.20
			<i>District Minimum \$2000.00</i>	
			<i>Adjusted Election Cost</i>	\$ 190,773.35
Mesa County	102,219	68.44%		\$ 130,569.34
City of Grand Junction	45,418	30.41%		\$ 58,014.64
Town of Palisade	1,714	1.15%		\$ 2,189.38
		0.00%		\$ -
		0.00%		\$ -
	0	0.00%		\$ -
		0.00%		\$ -