

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2022-7

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH GARFIELD COUNTY CLERK &
RECORDER'S OFFICE FOR ELECTION SERVICES.

WHEREAS, the Town of New Castle ("Town") is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the Town ("Charter"); and

WHEREAS, April 5, 2022, is the date of the next regular election in the Town; and

WHEREAS, the Town desires to work with the Garfield County Clerk & Recorder ("Clerk & Recorder") to conduct the April 5, 2022, election and to enter into an intergovernmental agreement ("IGA") regarding the same; and

WHEREAS, the Town will benefit from the Clerk & Recorder's election services; and

WHEREAS, Section 14.4 of the Town Charter requires that all IGAs be approved by ordinance or resolution.

WHEREAS, the Town Council finds that entering into the IGA attached hereto as Exhibit "A" will further the Town's goals and is in the Town's best interest.

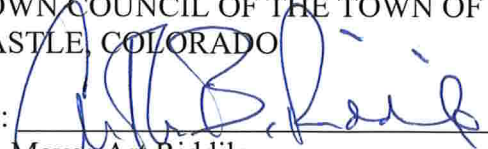
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, COLORADO:

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
2. Approval. The Town Council hereby approves the IGA with the Garfield County Clerk & Recorder attached hereto as Exhibit A and authorizes the Mayor and the Town Clerk to execute the same.
3. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no manner affect any remaining provision of this Resolution.
4. Effective Date. The effective date of this Resolution shall be immediately upon adoption.

INTRODUCED, READ, AND ADOPTED at a regular meeting of the Town of New Castle Town Council held on February 15, 2022.

TOWN COUNCIL OF THE TOWN OF NEW
CASTLE, COLORADO

By:


Mayor Art Riddile

ATTEST:


Town Clerk Melody Harrison, CMC



**INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SERVICES**

This Intergovernmental Agreement for election services is entered into this ____ day of _____, 2022 by and between the Town of New Castle, a Colorado Home Rule Municipality (hereinafter the “Town”), and the Garfield County Clerk & Recorder, (hereinafter the “Clerk”), collectively referred to as the “Parties.”

WHEREAS the Town has requested the assistance of the Clerk for the Municipal Election to be held on April 5, 2022; and

WHEREAS the Clerk is willing to assist the Town in certain aspects of the April 5, 2022, Municipal Election to effectuate a smooth and efficient election process.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties as set forth herein, the parties agree as follows:

1. Term of Agreement. This Agreement applies to the April 5, 2022, Municipal Election and is effective from the date of execution to the conclusion of any appeal or contest of the April 5, 2022, Municipal Election.
2. Clerk’s Duties. The Clerk agrees to:
 - a. Designate members of her Election Staff to assist the Town with the April 5, 2022, Municipal Election and to provide the names of those individuals to the Town.
 - b. Use the ballot content provided by the Town to set-up the ballot design for the April 5, 2022, Municipal Election and send proofs to the Town by email when completed for approval.
 - c. Provide an extract to the Town’s designated printer so ballots compatible with the Clear Ballot Voting equipment will be printed for the Town’s mail ballot election.
 - d. Provide updated mailing labels for voters who register to vote or do a change of address after the initial voter extract is sent to the designated printer. This will allow the Town to mail out ballots until the deadline specified by statute.
 - e. Provide training to designated Town staff or designated election judges on how to prepare the ballots for processing through the Clear Ballot tabulating system known as Clear Count.
 - f. Provide a Clear Count Municipal Kit to the Town for use in scanning and tabulating voted ballots on April 5, 2022. Clerk Election Staff member(s) will bring the Clear County equipment to Town Hall on the election day and assist the Town Clerk and appointed judges until the tabulation is completed.
 - g. Once all the voted ballots are scanned and the Town’s Designated Election Official is ready to issue election results, the Clerk will tabulate election results and provide reports to the Town’s DEO
 - h. Bill the Town within thirty (30) days after the election for staff time spent in setting up the ballot, logic and accuracy testing, ballot counting and tabulation process on election

night, and a \$250.00 fee for use of the Clear Ballot Voting System owned by Garfield County. If any contest is close enough for a recount, the Clerk will additionally charge the Town for staff time needed to assist with the recount process. Anticipated cost to assist the Town with this election will be approximately \$1,000.00.

3. Town's Duties. Town agrees to:
 - a. Mail, post, and/or publish any legal notices required pursuant to relevant provisions of Article X Section 20 of the Colorado Constitution, the Uniform Election Code of 1992 (C.R.S. Articles 1-13 of Title 1), and/or the Colorado Municipal Election Code of 1965 (C.R.S. §§ 31-10-101, *et seq.*), as amended, except as may otherwise be stated by this agreement.
 - b. Provide the Clerk with certified ballot content as soon as possible once the ballot language is approved by the Town Board. Please contact Edna Place at 384-3700 x 1804 or eplace@garfield-county.com for the format required for content certification.
 - c. Proof and return signed verification that the ballot proof is acceptable either by email to the Clerk as soon as possible after receipt of the ballot proof.
 - d. Provide Clerk Election Staff with the name and contact information for their printer.
 - e. Provide at least two (2) staff members to assist with the logic and accuracy testing (LAT) of the election equipment. This testing will be done at the Clerk's office in Glenwood Springs. Both Town and Clerk staffs will hand mark and hand tabulate ballots prior to those ballots being processed through any Clear Ballot scanners. The LAT is done to verify that the electronic equipment is correctly processing the marked ballots.
 - f. Provide to the Clerk required information for Town Election staff and all election judges so the Clerk can conduct CBI background checks prior to the votes being scanned on the County election equipment. The Town will be billed for all CBI background check charges. The Clerk needs the Town Staff and election judges legal name, date of birth, and the last four digits of their social security number.
 - g. Reimburse the Clerk for staff time spent in setting up the ballot, logic, and accuracy testing, providing the designated printer with ballot the extract, assisting with the ballot counting and tabulation process on election night, and a \$250 fee for use of the Clear Ballot Voting System owned by Garfield County. If any race is close enough for a recount, the Town agrees to reimburse the Clerk for staff time needed to assist with the recount process.
 - h. The Town Clerk will provide a new, encrypted flash drive so all reports for the election can be downloaded from the Clear Ballot Voting System for printing.

4. Indemnification. To the extent permitted by law, the Town agrees to indemnify, defend, and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, errors, or omissions of the Town in completing its responsibilities relating to the election.

5. Integration. The Parties acknowledge that this Agreement constitutes the complete agreement and understanding between them relating to the subject matter hereof and that no Party is relying upon any oral representations made by another Party or employee, agent or officer of the Party.
6. Amendments. This Agreement can be amended only in writing with signature of all Parties.
7. Notices. All notices, requests, demands, consents, and other communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the Parties at their addresses below or agreed upon email addresses as provided to the other party below

IN WITNESS WHEREOF, the Town and the Clerk have caused this Agreement to be full executed in an electronic format or duplicate signed originals with each party receiving a fully executed copy.

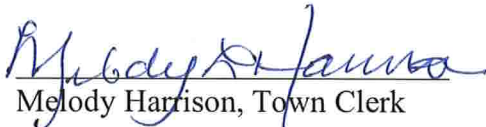
TOWN OF NEW CASTLE, COLROADO



Art Riddile, Mayor

Date: February 15, 2022

ATTEST:



Melody Harrison, Town Clerk

GARFIELD COUNTY CLERK &
RECORDER

Date: _____

Jean Alberico