

TOWN OF PARACHUTE, COLORADO  
RESOLUTION NO. 2022-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, AUTHORIZING PARTICIPATION IN THE COORDINATED ELECTION TO TAKE PLACE NOVEMBER 8, 2022 AND APPROVING AN IGA WITH GARFIELD COUNTY, COLORADO FOR ELECTION SERVICES

WHEREAS, the Town Council wishes to participate in such coordinated election and, to do so, wishes to approve an IGA Concerning Election Services for the 2022 General Election (**Exhibit A**) and, appoint the Town Clerk as the Designated Election Official, and to authorize all other such actions necessary for participation in the November 8, 2022, coordinated general election.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO THAT:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The Town Council hereby approves the IGA Concerning Election Services for the 2022 General Election (**Exhibit A**), which are incorporated herein, and authorizes the Town Manager and/or Town Clerk to sign the same. The Town Council further authorizes the officers and employees of the Town to take all actions necessary or appropriate to participate in the November 8, 2022 coordinated election, including but not limited to preparing notices and ballot titles.


Section 3. The Town Clerk is hereby designated the Town's Election Official for the November 8, 2022 coordinated election.

INTRODUCED, PASSED, ADOPTED, AND APPROVED by a vote of 4 - 0 of the Town Council of the Town of Parachute, Colorado at a regular meeting held at Town Hall in the Town of Parachute, Colorado, on the 18<sup>th</sup> day of August 2022, and approved by the Mayor on the 18<sup>th</sup> day of August 2022.

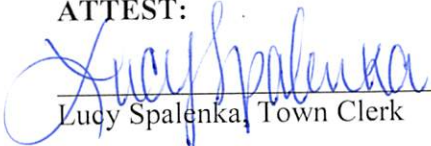


TOWN COUNCIL OF THE  
TOWN OF PARACHUTE, COLORADO

By

  
\_\_\_\_\_  
Tom Rugaard, Mayor

ATTEST:

  
\_\_\_\_\_  
Lucy Spalenka, Town Clerk











3. Provide all content for the TABOR Notice to the Clerk by Monday September 26, 2022 (43 days before the day of the election). C.R.S. §1-7-904.

**III. Election Costs**

The minimum fee for election services is \$500.00.

1. Proportional share of costs is based on County expenditures relative to the Election, the number of electors per entity receiving ballots and the number of voted ballots returned to the County Clerk for processing, scanning, and tabulating.
2. The Political Subdivision acknowledges it has sufficient funds available in its approved budget to pay its prorated Election expenses.
3. Upon receipt of the invoice, pay to the Clerk within sixty days the prorated fee. Contact Officer, Rachel Weishaar, may be asked for an estimated cost of participating in this election.
4. The Political Subdivision will be responsible for any additional or unique election costs resulting from Political Subdivision delays and/or special preparations or cancellations relating to the Political Subdivision's participation in the Election.

**IV. Additional Provisions**

1. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges and/or immunities to the parties or of which their officers or employees may possess, except as expressly stated in this Agreement.
2. Time is of the essence under this Agreement. The statutory time frames or requirements of the Election Statutes, TABOR requirements found in the Constitution, and the Election Rules shall apply to the completion of any duties or tasks required under this Agreement. Failure to comply with the terms of this Agreement, statutory requirements, or Secretary of State Rules may result in consequences up to and including termination of this Agreement.

3. Timeline:

|                       |  |
|-----------------------|--|
| August 25, 2022       | IGA signed and returned to Clerk   |
| August 25, 2022       | Address library sent to participating entities   |
| September 9, 2022     | Certified ballot content due to Clerk  |
| September 12-15, 2022 | Ballot proofing  |
| September 16, 2022    | Address Library Returned   |
| September 19-20, 2022 | Logic and Accuracy testing of voting equipment   |
| September 23, 2022    | Last Day for pro/con comments to be submitted to the Political Subdivision DEO by citizens by noon |

|                           |   |
|---------------------------|---|
| September 24, 2022        | Last day to send ballots to UOCAVA voters   |
| September 26, 2022        | TABOR Notice content submitted to County Clerk for creation of the TABOR Notice       |
| September 27-28, 2022     | TABOR Notice proofing   |
| October 7, 2022           | TABOR Notice Mailed   |
| October 17-21, 2022       | Ballots mailed to all active voters   |
| October 24 to Nov 7, 2022 | Voter Service & Polling Centers open for early voting<br>Mon – Fri 8:30 am to 5:00 pm |
| October 24, 2022          | Begin signature verification and ballot processing                                    |
| October 31, 2022          | Last day to register to vote or update an address and have a ballot mailed            |
| November 5, 2022          | Saturday early voting hours at VSPCs 10 am to 2 pm                                    |
| November 8, 2022          | Election Day all VSPCs open 7 am to 7 pm  |
| November 16, 2022         | Last day to return ballots rejected for missing or discrepant signatures.             |
| November 20-23 2022       | Risk Limiting Audit   |
| November 30, 2022         | Last day to certify election results  |

4. Allocation of Cost of the Election is at the Clerk's determination and shall be final.
5. The Clerk may enter into other similar agreements with other Political Subdivisions for the conduct of other elections simultaneously.
6. Venue for any dispute hereunder shall be in the District Court of Garfield County, Colorado.
7. 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 a fax/email 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 Clerk: Garfield County Clerk & Recorder

Drop Off: 109 8<sup>th</sup> St., Suite 200 Glenwood Springs, CO 81601

Mail: same as above

Fax: 970-947-1078

Email: rweishaar@garfield-county.com



To Political Subdivision:

Town of Parachute

Drop Off:

222 Grand Valley Way, Parachute, CO

Mail:

222 Grand Valley Way, Parachute, CO

Fax:

970-285-0292

Email:

lspalenta@parachutecolorado.com

8. The term of this IGA shall 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.
9. This IGA may be amended only in writing and following the same formality as the execution of the initial IGA.
10. In any event that any provision in this IGA conflicts with the Code or other statute, this IGA shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the Clerk or the Political Subdivision hereunder without the consent of the other party to this Agreement.
11. The Parties hereto 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 the Agreement, the monetary limitations or any other rights, immunities and protections 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 Political Subdivision. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the County and the Political Subdivision 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

Garfield County Clerk & Recorder

Date: \_\_\_\_\_

\_\_\_\_\_  
Jean M. Alberico

Political Subdivision

Date: August 18, 2022

Tom Ruggard, Mayor

By



Authorized Signature