



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, August 20, 2019 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the August 6, 2019 meeting.

Acknowledgement of the receipt of the Landfill Supervisor's report for the month of July, 2019.

Acknowledgement of the receipt of the Treasurer's report for the month of July, 2019.

Acknowledgement of the receipt of the Clerk and Recorder's report for the month of July, 2019.

Unfinished Business
New Business

Public hearing on Second Reading of Ordinance 2019-1 allowing the operation of off-highway vehicles on all county roads located in unincorporated areas of Logan County, Colorado and providing penalties for violation of the ordinance.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Aims Community College for administration of their respective duties concerning the conduct of the Coordinated Election November 5, 2019.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Haxtun School District RE-2J for administration of their respective duties concerning the conduct of the Coordinated Election November 5, 2019.

Consideration of the approval of a Letter of Gift and Bill of Sale to donate a wood frame announcer's booth to the Town of Crook.

Consideration of the approval of an Agreement to Modify the Intergovernmental Agreement Between the County of Logan and City of Sterling to incorporate one additional outstanding intergovernmental agreement which is the Use Tax Collection Agreement.

Consideration of the approval of an agreement between Logan County and Computer Information Concepts, Inc. for computer hardware, software, communication networks, support and enhancements for the Logan County Finance and Human Resources Departments.

Consideration of the approval of an agreement between Logan County and Xcel Energy and the issuance of ROW Permit #2019-10, for use of the county right-of-way along CR 290 for an overhead power line.

Consideration of the approval of an agreement between Logan County and CenturyLink for the purchase of additional Mitel IP phones and licenses that were overlooked at the time of the original contract.

Other Business

Miscellaneous Business/Announcements

County Offices will be closed Monday, September 2, 2019 in observance of the Labor Day holiday.

The next meeting will be scheduled for Tuesday, September 3, 2019, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

August 6, 2019

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Marilee Johnson	Tourist Information Center Director/County Public Information Officer

Chairman McBride called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the July 30, 2019 meeting.
- Acknowledgment of the receipt of the Veteran's Service Officer's monthly report and certification of pay form.

Commissioner Pelton moved to approve the Consent Agenda. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride continued with New Business:

Commissioner Bauder moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Town of Iliff for administration of their respective duties concerning the conduct of the Coordinated Election November 5, 2019. Commissioner Pelton seconded and the motion carried 3-0.

The next business meeting will be scheduled for Tuesday, August 20, 2019 at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:32 a.m.

Submitted by:

Rachelle Stebbins
Logan County Deputy Clerk

Approved: August 20, 2019

LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:

Logan County Clerk & Recorder

+

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR
 315 Main Street Sterling, CO 80751
 (970)522-8657 Fax---(970)522-1995

FOR JULY 2019		TONS	PRICE	CHARGES
City of Sterling (Packers)	SF	578.99	@ \$8.17	\$4,730.35
City of Sterling (Dump Trucks)	CL	227.79	@ \$23.17	\$5,277.89
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
Commercial (Packers & Roll Offs)	C	991.99	@ \$23.17	\$22,984.41
Out of County	OC	91.65	@ \$46.34	\$4,247.06
Industrial Waste Out of County	IDOC	25.90	@ \$72.34	\$1,873.61
Industrial Petroleum Contaminated Soil	IDPCS	29.88	@ \$36.17	\$1,080.76
Industrial Waste	All other ID	1314.84	@ \$36.17	\$47,557.76
General Public		85.32	@ \$23.17	\$1,976.86
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
>5 TONS ON FREE CERTIFICATES	XTON		@ \$23.17	\$0.00
Rural Free Certificate Days	NC	85.58	NC	
ALL COUNTY VEHICLES	NCC	6.03	NC	
TOTAL TONS		3437.97		
\$10.00 MINIMUM DIFFERENTIAL				\$744.38
\$20.00 MINIMUM DIFFERENTIAL				\$30.66
E-Waste Recycling		21 items		\$154.00
E-Waste Recycling	NC		NC	\$0.00
GEW (Government E-Waste)			LB. \$0.08	\$0.00
Outgoing Recycled Tires (Metal/Wood)		21.51		
Car Tires (CHG)		211	@ \$5.00	\$1,055.00
Truck Tires (CHG)		23	@ \$8.00	\$184.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		13	@ \$12.00	\$156.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (NC)			NC	
Appliances (CHG)		5	@ \$5.00	\$25.00
Appliances (NC)			NC	
Analytical Reviews (ARV)		1	@ \$189.00	\$189.00
Unsecured/Unauthorized Loads (CHG)			@ \$10.00	\$0.00
CASH				\$24,018.00
CHARGE				\$68,248.74
TOTAL				\$92,266.74
TOTAL # OF VEHICLES		1094		

SIGNED BY: Pam Jerdig
 DATE: Aug. 1, 2019

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Jul-19	TONS	CPC (CLOSURE)
CASH	710.29	910.5
CHARGE	1920.89	2751.9
CITY OF STERLING	806.78	NA
TOTAL	3437.96	\$3,662.40
THESE TNS ARE SHIPPED OFF:		
GEW		NA
RECYCLED METAL (SWAN)	7.6	NA
RECYCLED METAL (BOHM)		
RECYCLED TIRES	13.91	NA
RECYCLED WOOD		NA
GRAND TOTAL TNS	3459.47	

SIGNED BY: *Pam Jerdig*
 DATE: *Aug. 1, 2019*

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
JULY 2019**

COUNTY FUNDS	6/30/19 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	7/31/19 BALANCE
COUNTY GENERAL	\$ 8,840,901.80	\$ 131,554.46	\$ 73,174.91	\$ 211,793.43	\$ -	\$ (1,001,493.81)	\$ (4,349.54)	\$ 8,251,581.25
ROAD & BRIDGE	\$ 3,947,715.12	\$ 7,667.77	\$ 4,980.04	\$ 401,232.62	\$ -	\$ (791,567.67)	\$ (4,925.48)	\$ 3,565,102.40
CONTINGENT	\$ 567,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 567,999.55
CAPITAL EXPENDITURES	\$ 638,924.76	\$ 2,984.35	\$ 1,659.93	\$ 37,383.91	\$ -	\$ (27,775.60)	\$ (59.69)	\$ 653,117.66
JUSTICE CENTER	\$ 3,155,843.19	\$ -	\$ -	\$ 169,444.96	\$ -	\$ -	\$ (3,289.92)	\$ 3,321,998.23
TELEVISION FUND	\$ 110,144.97	\$ 1,193.69	\$ 664.08	\$ -	\$ -	\$ (2,306.45)	\$ (23.87)	\$ 109,672.42
PEST CONTROL	\$ 277,258.36	\$ 2,523.99	\$ 1,387.17	\$ 1,900.70	\$ -	\$ (12,661.40)	\$ (50.48)	\$ 270,358.34
LODGING TAX	\$ 131,202.60	\$ -	\$ -	\$ 18,512.02	\$ -	\$ (5,654.29)	\$ -	\$ 144,060.33
SOLID WASTE	\$ 1,992,705.01	\$ 17,905.83	\$ 9,959.84	\$ 90,440.49	\$ -	\$ (61,408.33)	\$ (358.12)	\$ 2,049,244.72
SOLID WASTE CLOSURE	\$ 430,927.55	\$ -	\$ -	\$ 5,059.40	\$ -	\$ -	\$ -	\$ 435,986.95
CONSERVATION TRUST	\$ 167,827.28	\$ -	\$ -	\$ 60.14	\$ -	\$ -	\$ -	\$ 167,887.42
FAIR FUND	\$ 199,937.89	\$ -	\$ -	\$ 98,122.00	\$ -	\$ (16,942.38)	\$ -	\$ 281,117.51
AMBULANCE FUND	\$ 236,759.89	\$ -	\$ -	\$ 64,700.41	\$ -	\$ (72,668.83)	\$ -	\$ 228,791.47
% TAX COLLECTED TO DATE								98.08%
TOTALS	\$ 20,698,147.97	\$ 163,830.09	\$ 91,825.97	\$ 1,098,650.08	\$ -	\$ (1,992,478.76)	\$ (13,057.10)	\$ 20,046,918.25

STATE OF COLORADO)
 : ss.
COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$490,566.60 for the month of JULY 2019 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of JULY 2019 is \$15,021.59 which includes fees for the County and all taxing authorities.

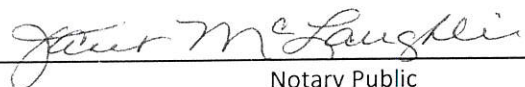


Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 5th day of AUGUST 2019, by Patricia Bartlett, Logan County Treasurer.

Witness my hand and official seal.

My Commission expires: September 23, 2021



Notary Public

JANET MCLAUGHLIN
Notary Public
State of Colorado
Notary ID # 20054037006
My Commission Expires 09-23-2021



Clerk Fees Collected 2019

July

	<u>2018</u>	<u>2019</u>	
<u>Recording Fees Retained</u>	12,318.89	13,989.46	
<u>Motor Vehicle Fees Retained</u>	296,493.93	365,796.77	
Total	\$ 308,812.82	\$ 379,786.23	\$70,973.41
<u>Fees & Taxes Distributed</u>			
State of Colorado	248,989.15	253,443.32	
City of Sterling	21,400.87	26,393.62	
Town of Fleming	216.00	1,549.72	
Total	\$ 270,606.02	\$ 281,386.66	\$10,780.64
Fees Retained Year to Date		\$1,519,144.92	

ORDINANCE NO. 2019 - 01

**THE BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO**

**AN ORDINANCE ALLOWING THE OPERATION OF OFF-HIGHWAY VEHICLES
ON ALL COUNTY ROADS LOCATED IN UNINCORPORATED AREAS OF LOGAN
COUNTY, COLORADO AND PROVIDING PENALTIES FOR VIOLATION OF THE
ORDINANCE**

WHEREAS, C.R.S. § 33-14.5-108(1)(f) authorizes the Board of County Commissioners (the “Board”) to allow, through written resolution or ordinance, the establishment of off-highway vehicle (“OHV”) routes to permit the operation of OHVs on designated county roads which are not part of the state highway system; and

WHEREAS, C.R.S. § 33-14.5-110 authorizes the Board to regulate the operation of OHVs on County property and on streets and highways within its boundaries; and

WHEREAS, C.R.S. § 30-15-401(1)(h) authorizes the County to control and regulate the movement and parking of vehicles on public property, except state highways; and

WHEREAS, the operation of OHVs on county roads can be undertaken in a safe and prudent manner if certain safeguards are followed; will provide a means of transportation that provides recreation and leisure opportunities for the community; and may assist in promoting economic development in Logan County.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS OF LOGAN COUNTY, COLORADO AS FOLLOWS:**

Section 1. Definitions.

“All-terrain vehicle” means a four-wheeled vehicle that travels on low-pressure tires with a seat that is straddled by the rider and with handlebars for steering control.

“Off-highway vehicle” means any self-propelled vehicle, including an all-terrain vehicle, which is designed to travel on wheels or tracks in contact with the ground, which is designed primarily for use off of the public highways, and which is generally and commonly used to transport persons for recreational purposes. “Off-highway vehicle” does not include the following: (a) Vehicles designed and used primarily for travel on, over, or in the water; (b) Snowmobiles; (c) Military vehicles; (d) Golf carts; (e) Vehicles designed and used to carry individuals with disabilities; (f) Vehicles designed and used specifically for agricultural, logging or mining purposes; or (g) Vehicles registered pursuant to Article 3 of Title 42, C.R.S.

Section 2. Designation of Routes.

OHV travel shall be allowed and OHVs may be operated upon all county roads (not including state highways) located in unincorporated Logan County, subject to the restrictions of this Ordinance.

Restrictions and Prohibited Acts.

Section 2.01 No person shall operate an OHV on a county road pursuant to this Ordinance unless such person has in his or her possession a valid motor vehicle operator's license and is at least eighteen (18) years of age.

Section 2.02 No OHV shall be operated on a county road pursuant to this Ordinance unless such OHV has been registered with the Colorado Division of Parks and Wildlife as required by C.R.S. § 33-14.5-102 and a registration decal is affixed permanently on the upper forward-half of the OHV in a location where the decal can be easily seen.

Section 2.03 OHVs operating on Logan County roads pursuant to this Ordinance shall be considered to be motor vehicles for purposes of maintaining at least the minimum liability insurance coverage required by the Colorado Motor Vehicle Financial Responsibility Law, Title 42, Article 7, C.R.S. No OHV shall be operated at any time on any public road within Logan County unless the operator is insured to the minimum level required by the law.

Section 2.04 OHVs shall contain no more occupants than the number of occupants/seats for which the OHV was designed and manufactured. If the OHV is an all-terrain vehicle, it shall have no more than two occupants.

Section 2.05 No three-wheel all-terrain vehicles shall be operated on any county road except as otherwise allowed by state law.

Section 2.06 The operator of an OHV shall not exceed the posted speed limit or a maximum speed of thirty-five (35) miles per hour, whichever is less, on any county road.

Section 2.07 OHV operators and passengers are subject to all traffic laws applicable to motor vehicles and off-highway vehicles, including but not limited to any state, federal, or county law applicable to motor vehicle and/or off-highway vehicle operation except for those which, by their nature, can have no reasonable application to OHVs. This shall include without limitation compliance with the applicable provisions of Title 42, C.R.S.

Section 2.08 OHVs operating on Logan County roads shall be equipped with the following:

- (a) At least one lighted headlamp and one lighted tail lamp, each having the minimum candlepower prescribed by regulation of the Division of Parks and Wildlife, while being operated between the hours of sunset and sunrise;
- (b) Stop lamps and reflector on the rear;
- (c) A horn or other audible warning device;

- (d) A muffler and emissions system;
- (e) A footrest and hand hold for each passenger; and
- (f) Turn signals (if OHV is not equipped with turn signals, the operator must use hand signals).

Section 2.09 Motor vehicles that have been altered or modified to be used as OHVs are not permitted.

Section 3. Limitations.

This Ordinance does not authorize or designate the use of OHVs on lands, roads or trails that are on privately owned land, under the jurisdiction of municipalities or state or federal agencies, or on other lands or roads not under the jurisdiction of Logan County. Nothing in this Ordinance shall prohibit the use of OHVs on county roads for agricultural purposes.

Section 4. Enforcement.

This Ordinance may be enforced by the Logan County Sheriff, or any law enforcement or peace officer, or by every person commissioned by the Colorado Division of Parks and Wildlife.

Section 5. Violation.

It shall be unlawful for any person to violate any provision of this Ordinance. Any person who violates any provision of this Ordinance shall be guilty of a Class 2 petty offense and, upon conviction thereof, may be punished by a fine of not more than one thousand dollars (\$1,000) for each separate violation. Criminal prosecution may be brought against a violator in accordance with Sections 30-15-402, C.R.S., and 30-15-410, C.R.S. Each violation of this Ordinance shall be deemed separate and distinct from any other violation of this Ordinance or of any other federal, state or local law, rule, order or regulation.

The penalty assessment procedure provided in C.R.S. Section 16-2-201, C.R.S. shall be followed for any violation of this Ordinance. Any person who violates any provision of this Ordinance shall be given a penalty assessment by the apprehending officer. The penalty assessment shall be a summons and complaint which (i) identifies the alleged offender by name, address and social security number, (ii) specifies the offense with which the person is charged, (iii) states both the applicable maximum \$1,000 fine (if imposed by the Court) and the optional \$150 fine which may be paid to the County Treasurer, and (iv) states the requirement that the alleged offender either pay the \$150 fine to the County Treasurer in person or by mail within fourteen (14) days of the issuance of the penalty assessment or, alternatively, appear before the Logan County Court to answer the charge at the date and time indicated in the summons and complaint. Any person who chooses to acknowledge his or her guilt may, within fourteen (14) days of the date of issuance of the penalty assessment, pay a fine of \$150 to the Logan County Treasurer either in person or by mail at her address as shown on the penalty assessment. Any such payment shall be accompanied by a copy of the penalty assessment signed by such person acknowledging his or her guilt. Payment of the foregoing fine shall relieve the person receiving the penalty assessment

of any further obligation to appear in the County Court to answer the offense charged in the penalty assessment.

Section 6. Disposition of Fines and Surcharges.

Unless otherwise provided by law, all fines and penalties for the violation of this Ordinance shall be paid into the treasury of Logan County. In addition to the fines and penalties prescribed in this Ordinance, any person convicted of a violation of this Ordinance shall be subject to the statutory surcharge of ten dollars (\$10.00) for the Victims and Witnesses Assistance and Law Enforcement Fund. This surcharge shall be paid to the clerk of the court by each person convicted of violating this Ordinance. The clerk shall transmit the moneys to the respective funds in accordance with C.R.S. § 30-15-402(2).

Section 7. Scope.

This Ordinance shall apply within the unincorporated territory of Logan County. This Ordinance shall in no way limit application and enforcement of any statutes of the State of Colorado or the United States of America, but shall be in addition thereto.

Section 8. Severability.

If any part or parts of this Ordinance are for any reason held to be invalid, such provision shall not affect the validity of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance and each part or parts hereof, irrespective of the fact that any one part or parts be declared invalid.

Section 9. Repeal.

All ordinances and/or resolutions or parts of ordinances and/or resolutions inconsistent with provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

Section 10. Safety Clause.

The Board hereby finds, determines and declares that this Ordinance is necessary for the preservation of the health, safety and welfare of the citizens of Logan County, Colorado.


EFFECTIVE DATE

This Ordinance shall take effect and be in force thirty days after its publication following adoption on second reading, as provided in C.R.S. § 30-15-405.

INTRODUCED, READ AND APPROVED ON FIRST READING on July 30th, 2019, and ordered published in the Sterling Journal Advocate.

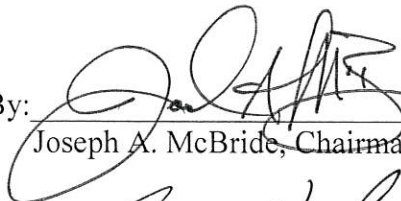
ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LOGAN, COLORADO**

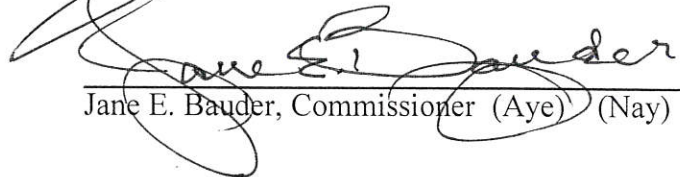

Pamela M. Bacon, Clerk to the Board
Logan County, Colorado

(Seal)



By: 
Joseph A. McBride, Chairman (Aye) (Nay)


Byron H. Pelton, Commissioner (Aye) (Nay)


Jane E. Bauder, Commissioner (Aye) (Nay)

ADOPTED ON SECOND AND FINAL READING on August __, 2019, and ordered published by reference to title only in the Sterling Journal Advocate.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LOGAN, COLORADO**

Pamela M. Bacon, Clerk to the Board
Logan County, Colorado

(Seal)

By: _____
Joseph A. McBride, Chairman (Aye) (Nay)

Byron H. Pelton, Commissioner (Aye) (Nay)

Jane E. Bauder, Commissioner (Aye) (Nay)

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 5, 2019

JUL 31 2019

CLERK & REC

THIS AGREEMENT is made and entered into this ___ day of _____, 2019, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Aims Community College** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 5, 2019.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 5, 2019**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:
 ___ Ballot Issue (TABOR) ___ Ballot Questions ___ X Candidates
2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk, and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
4. From the date of execution of this Agreement through the official certification of the election, the designated election official shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.
5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 27, 2019**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entity's percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices,

temporary labor, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

County Clerk will submit to the Entity a statement for its portion of the election cost. (cost incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **which shall be payable by December 31 in the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT CERTIFICATION:**

The Entity is solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.

The Entity must certify ballot content to County Clerk no later than **Friday, September 6, 2019**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates, ballot issue and/or ballot questions shall be final as submitted and the County Clerk will not be responsible for making any changes after the certification.

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side

only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

The Entity is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise and must sign off on the ballot proof before the ballot will be printed. (*unless requested sooner by the printer*).

- a) **Audio Ballot Format-** to be in compliance with statutes and rules, the County Clerk will accept recorded pronunciations of candidates' names in any format which may be able to be used by our office. (See Exhibit B).

3. **CONDUCT OF THE ELECTION:**

Entity will provide the Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Entity or other designated person to execute this Agreement.

4. **ELECTION JUDGES:**

Entity shall provide personnel, if requested by the County Clerk, to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

5. **CALL FOR NOMINATIONS:**

Entity is responsible for publication of a call for nominations, if applicable.

6. **PETITIONS - PREPARATION AND VERIFICATION:**

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to: issue approval of nominating petition, as to form, where

appropriate, determine candidate eligibility; receive candidates acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF ADDRESS LIBRARY:**

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 27, 2019.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 6, 2019.**

9. **ELECTION DAY ACTIVITIES:**

Entity shall provide personnel, if requested by the County Clerk; to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

Maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballots for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

Entity will provide support on the day of election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the ballots is completed.

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 23, 2019.** [Section 1-7-904, C.R.S.] See Exhibit C.

The Entity will provide all completed Article X, Section 20 notices in hard copy and via email to baconp@logancountyco.gov . The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-through, or symbols).

The Entity is responsible for assuring that the time lines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet the Article X, Section 20 constraints if the notice and summaries are not submitted by the Entity within the deadline and in the form required by the coordinated election official.

The Entity is responsible for the process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments.

11. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list but are not included on the County's registered voter list. The Entity is also responsible for verifying that each of the eligible electors on the prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 6, 2019, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

Entity will provide personnel, as requested by County Clerk, to assist in the event a recount is necessary. In the event County Clerk must appoint judges to represent Entity, a fee of \$20.00 per hour per judge will be assessed to Entity. Appointees of Entity will be sworn in and deputized as an election judge.

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election (**Friday, August 30, 2019**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

In the event that the election for which this Agreement was entered into is cancelled prior to the date such election was scheduled to occur and notice of such cancellation is provided to the County Clerk by the Entity, expenses incurred by the County Clerk on behalf of Entity relating to the election, both before and after the County Clerk's receipt of such notice, will be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice. No Election may be cancelled in part.

Tuesday, September 3, 2019 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 11, 2019 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal

or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:** The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of willful and wanton acts of the Clerk.
20. **LIMITATIONS OF DAMAGES:** If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:

1. **COSTS:**

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (for costs incurred by the county and not billed directly to the Entity by an outside

vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

County Clerk will create the layout of the ballot in a format that complies with Title 1 and the Secretary of State Rules and arrange for the printing of the election ballots. The county will order the number of ballots based on the number of registered voters in the Entity's District to be printed for each jurisdiction within the county.

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 6, 2019,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity is solely responsible for the language, content, and accuracy of the ballot content. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 6, 2019.**

The certified list of candidates, ballot issue and or ballot questions shall be final and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

If requested by the County Clerk the Entity will provide personnel to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be

charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

A maximum of three (3) people, to be appointed as election judges, will be provided by the Entity (if needed) to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges will be determined by the County Clerk.

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

6. **ELECTION SUPPLIES:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel, (except personnel requested by County Clerk to be provided by Entity) to conduct the election.

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 16, 2019 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.

Entities may designate one person, to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center, and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 30days prior to the election.

The County Clerk will determine the least cost method for mailing the TABOR Notice package. Nothing herein shall preclude the County Clerk from sending the TABOR Notice Package to persons other than the electors of the Entity if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

13. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

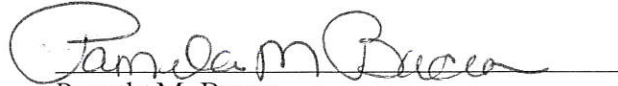
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site:
<https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 6, 2019, and must include the voter's full name, mailing address, and Colorado Voter ID number.

THE PARTIES will implement this Agreement in good faith, including acting in good faith in all matters that require joint or coordinated action.

LOGAN COUNTY CLERK & RECORDER



Pamela M. Bacon
315 Main Street, Ste. 3, Sterling, CO 80751
Phone: (970) 522-1544
Fax: (970) 522-2063
Email: baconp@logancountyco.gov

**APPROVED:
BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**


Attest:

Logan County Clerk & Recorder

(seal)

By: _____
Chairman of the Board

Aims Community College

By: 

Printed Name: Dr Leah L. Bornstein
Title: CEO/President

Designated Election Official for the Entity:
Carrie Schaefer-Randolph
Mailing Address: 5401 W. 20th St
Greeley CO 80634
Phone: (970) 339 - 6211
Fax: () N/A -
Email: carrie.schaefer@aims.edu

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

On or before **Tuesday, August 27, 2019**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Tuesday, September 3, 2019**: Deadline for cancellation of election (Nonpartisan candidate only election) [1-5-208(1.5), C.R.S.] 63 days; **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

No later than **Friday, September 6, 2019**: Certify ballot content to County Clerk [1-5-203(3) (a), C.R.S.] 60 days

Friday, September 20, 2019: Last day to file pro/con comments pertaining to local ballot issue with the designated election official in order to be included in the TABOR mailing (Friday before the 45th day before the election) [1-7-901(4)]

No later than **Monday, September 23, 2019**: Provide full text of Article X, Section 20 ballot TABOR notice [1-7-904, C.R.S.] 42 days

No later than **Friday, October 11, 2019**: May withdraw one or more ballot issues or questions. [1-5-208(2), C.R.S.] 25 days; a governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

Tuesday, November 5, 2019: Election Day; Polls open 7:00 a.m. to 7:00 p.m.

NO ELECTION MAY BE CANCELLED IN PART!

EXHIBIT A
CERTIFICATION FORMAT INFORMATION PAGE

Ballot certification is required in two formats:

- Paper copy; and,
- Electronic Copy. The electronic version must be provided using plain text (.txt file format). No PDF versions will be accepted.

The electronic copy may be emailed to baconp@logancountyco.gov. Both the paper copy and electronic copy must be received at the Clerk and Recorder's Office at 315 Main Street Suite 3, Sterling, CO 80751 no later than 5:00 p.m. on September 6, 2019.

Important: Per Rule 4.5.5(f) (4) – Ballot questions and issues are numbered or lettered in the order in which the measurers are certified to the ballot by the DEO. Submissions are considered certified once one of the two required submissions, either electronic or paper copy, has been submitted to the Clerk and Recorder.

- **Electronic Version:**

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify you if applicable. Send the file in readable format word by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable word format. The ballot text will be provided in Word, in Arial ten (10) point font

- **SPACING:**

All text must have single line spacing.

- **TEXT:**

For TABOR Ballot Notice, all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case.

Ballot questions must be typed in upper and lower case.

- **TABLES/COLUMNS:**

Do not use columns or tables setting up files as these are difficult to reformat. Use Tabs to put information in rows and/or columns. and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

- **AUDIO RECORDING:**

If the ballot certification includes candidates, the DEO shall email a recording of the correct pronunciation of each candidate's name to baconp@logancountyco.gov if requested by the Clerk and Recorder

EXHIBIT B
AUDIO FOR ADA UNIT

To be in compliance with the statutes and rules listed below, the Logan County Clerk and Recorder's office will accept recorded pronunciations of candidate names in any format which may be able to be used by our office. Please inform candidates within your jurisdiction of the necessity of recording the correct pronunciation of their name. The Entity may collect all recordings and submit to the Logan County Clerk and Recorder's office at one time.

The Logan County Clerk and Recorder's office will contact the Entity if pronunciation guidelines on any ballot issues or ballot questions are needed.

Pursuant to Colorado Revised Statutes (C.R.S.) §1-5-704(1) "...each voting system certified by the secretary of state for use in local, state, and federal elections shall have the capability to accept accessible voter interface devices in the voting system configuration..."

Pursuant to Secretary of State Rule 4.6.2 County, municipal, school district, and special district candidates whose names are listed on a ballot for an election coordinated by the county clerk and recorder must provide an audio recording of the pronunciation of their name to the county clerk and recorder prior to the election for offices that are voted on by the electors of the county, municipality, school district, or special district.

Pursuant to Secretary of State Rule 4.6.2 for candidates designated by a major or minor party, such audio recording shall be provided no later than the last day upon which the designated election official certifies the ballot content to the county clerk and recorder in accordance with section C.R.S. §1-5-203(3)(a). The audio recording of the candidate's name shall be recorded exactly as it is provided on the candidate's statement of intent that is submitted to the designated election official, and as they wish it to appear on the ballot.

Pursuant to Secretary of State Rule 4.6.2 for candidates nominated by petition, such audio recording shall be provided no later than the last day upon which the designated election official certifies the ballot content to the county clerk and recorder in accordance with section C.R.S. §1-5-203(3)(a). The audio recording of the candidate's name shall be recorded exactly as it is provided on the candidate's statement of intent that is submitted to the designated election official, and as they wish it to appear on the ballot.

Please contact our office at (970) 522-1544 if you have any questions or need additional information.

EXHIBIT C
TEMPLATE FOR CERTIFICATION FOR BALLOT CONTENT

Date:

Ms. Pamela M. Bacon
Logan County Clerk and Recorder
315 Main Street, Suite 3
Sterling, CO 80751

RE: Certification of Ballot Content for _____ District.

Dear Pam:

This letter is submitted by the _____ District with in Logan County, and certifies as of the above-written date that the following ballot question or list of candidates is to be submitted to the eligible electors during the coordinated election to be held on November 5, 2019:

DISTRICT NAME HERE
NAME OF OFFICE HERE
LENGTH OF TERM HERE
(Vote for not more than ?)

____ CANDIDATE'S NAME
____ CANDIDATE'S NAME
____ CANDIDATE'S NAME

DISTRICT NAME HERE
REFERRED BALLOT ISSUE _____ (TABOR) or REFERRED BALLOT QUESTION _____ (NON TABOR_

(INSERT HERE)

PLEASE INSERT THE QUESTION (TABOR QUESTIONS ARE IN ALL CAPITAL LETTERS AND ALL OTHER QUESTIONS ARE IN UPPER AND LOWER CASE)

YES _____ NO _____

Sincerely,

ENTITY NAME _____

Entity Election Official

EXHIBIT D
TEMPLATE FOR TABOR NOTICE CERTIFICATION

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABLOR. Entities should consult with their legal counsel to determine if data should be supplied as suggested.

Date:

Ms. Pamela M. Bacon
Logan County Clerk and Recorder
315 Main Street, Suite 3
Sterling, CO 80751

Dear Pam:

Below please find the required information for preparation of the ballot issue notices for Referred Ballot Issue _____.

DISTRICT NAME

Designated Election Official:

Name
Title
Address
City, State, Zip

NOTICE OF ELECTION TO INCREASE TAXES TO INCREASE DEPT ON A CITIZEN PETITION ON A
REFERRED MEASURE
DISTRICT NAME
LOGAN COUNTY, STATE OF COLORADO

Election Date: (insert election date here)

Election Hours: 7:00 A.M. to 7:00 P.M.

(Insert Question name and number here)

PLEASE LIST THE REFERRED BALLOT ISSUE QUESTION HERE (TABOR QUESTIONS ARE IN ALL CAPITAL LETTERS) this is the same language provided with original certification.

Fiscal Information: is required with your Ballot Tabor Notice submission

Fiscal Year Spending Information:

2017 (Current fiscal year estimated)	[\$1,000,000]
2016 (Actual)	[\$1,000,000]
2015 (Actual)	[\$1,000,000]
2014 (Actual)	[\$1,000,000]
2013 (Actual)	[\$1,000,000]

Overall percentage change in fiscal year spending:

[Insert % of overall change]

Overall dollar amount change:

[Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]
Estimated [Insert Year] fiscal year spending without tax increase: [amount of spending]

Information of Current Bonded Debt:

Principal amount: [\$1,000,000]
Maximum annual repayment cost: [\$1,000,000]
Total repayment cost: [\$1,000,000]

Information on Proposed Bonded Debt:

Principal Amount [\$1,000,000]
Maximum annual repayment cost: [\$1,000,000]
Total repayment cost: [\$1,000,000]

The following summaries were prepared from comments filed by persons FOR the issue:

PLEASE LIST THE COMMENTS FILED FOR AN ISSUE HERE

- Statements are in upper and lower case
- Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)
- Summaries must be 500 words or less and accurately summarize all written comments.
- Summaries may not contain names of persons or private groups that are for or against the issue.
- If written comments are not filed, state “No comments were filed by the constitutional deadline”.

The following summaries were prepared from comments filed by persons AGAINST the issue:

PLEASE LIST THE COMMENTS FILED FOR AN ISSUE HERE

- Statements are in upper and lower case
- Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)
- Summaries must be 500 words or less and accurately summarize all written comments.
- Summaries may not contain names of persons or private groups that are for or against the issue.
- If written comments are not filed, state “No comments were filed by the constitutional deadline”.

Sincerely,

Designated Election Official

AUG 9 2019

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 5, 2019

THIS AGREEMENT is made and entered into this 7th day of August 2019, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Haxtun School District RE-2J** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 5, 2019.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 5, 2019**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:
 Ballot Issue (TABOR) X Ballot Questions X Candidates
2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk, and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
4. From the date of execution of this Agreement through the official certification of the election, the designated election official shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.
5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 27, 2019**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entity's percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices,

temporary labor, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

County Clerk will submit to the Entity a statement for its portion of the election cost. (cost incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **which shall be payable by December 31 in the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT CERTIFICATION:**

The Entity is solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.

The Entity must certify ballot content to County Clerk no later than **Friday, September 6, 2019**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates, ballot issue and/or ballot questions shall be final as submitted and the County Clerk will not be responsible for making any changes after the certification.

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side

only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

The Entity is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise and must sign off on the ballot proof before the ballot will be printed. (*unless requested sooner by the printer*).

- a) **Audio Ballot Format-** to be in compliance with statutes and rules, the County Clerk will accept recorded pronunciations of candidates' names in any format which may be able to be used by our office. (See Exhibit B).

3. **CONDUCT OF THE ELECTION:**

Entity will provide the Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Entity or other designated person to execute this Agreement.

4. **ELECTION JUDGES:**

Entity shall provide personnel, if requested by the County Clerk, to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

5. **CALL FOR NOMINATIONS:**

Entity is responsible for publication of a call for nominations, if applicable.

6. **PETITIONS - PREPARATION AND VERIFICATION:**

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to: issue approval of nominating petition, as to form, where

appropriate, determine candidate eligibility; receive candidates acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF ADDRESS LIBRARY:**

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 27, 2019.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 6, 2019.**

9. **ELECTION DAY ACTIVITIES:**

Entity shall provide personnel, if requested by the County Clerk; to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

Maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballots for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

Entity will provide support on the day of election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the ballots is completed.

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 23, 2019.** [Section 1-7-904, C.R.S.] See Exhibit C.

The Entity will provide all completed Article X, Section 20 notices in hard copy and via email to baconp@logancountyco.gov . The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-through, or symbols).

The Entity is responsible for assuring that the time lines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet the Article X, Section 20 constraints if the notice and summaries are not submitted by the Entity within the deadline and in the form required by the coordinated election official.

The Entity is responsible for the process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments.

11. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list but are not included on the County's registered voter list. The Entity is also responsible for verifying that each of the eligible electors on the prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 6, 2019, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

Entity will provide personnel, as requested by County Clerk, to assist in the event a recount is necessary. In the event County Clerk must appoint judges to represent Entity, a fee of \$20.00 per hour per judge will be assessed to Entity. Appointees of Entity will be sworn in and deputized as an election judge.

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election (**Friday, August 30, 2019**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

In the event that the election for which this Agreement was entered into is cancelled prior to the date such election was scheduled to occur and notice of such cancellation is provided to the County Clerk by the Entity, expenses incurred by the County Clerk on behalf of Entity relating to the election, both before and after the County Clerk's receipt of such notice, will be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice. No Election may be cancelled in part.

Tuesday, September 3, 2019 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 11, 2019 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal

or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:** The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of willful and wanton acts of the Clerk.
20. **LIMITATIONS OF DAMAGES:** If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:

1. **COSTS:**

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (for costs incurred by the county and not billed directly to the Entity by an outside

vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

County Clerk will create the layout of the ballot in a format that complies with Title 1 and the Secretary of State Rules and arrange for the printing of the election ballots. The county will order the number of ballots based on the number of registered voters in the Entity's District to be printed for each jurisdiction within the county.

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 6, 2019**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity is solely responsible for the language, content, and accuracy of the ballot content. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 6, 2019.**

The certified list of candidates, ballot issue and or ballot questions shall be final and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

If requested by the County Clerk the Entity will provide personnel to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be

charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

A maximum of three (3) people, to be appointed as election judges, will be provided by the Entity (if needed) to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges will be determined by the County Clerk.

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

6. **ELECTION SUPPLIES:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel, (except personnel requested by County Clerk to be provided by Entity) to conduct the election.

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 16, 2019 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.

Entities may designate one person, to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center, and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 30days prior to the election.

The County Clerk will determine the least cost method for mailing the TABOR Notice package. Nothing herein shall preclude the County Clerk from sending the TABOR Notice Package to persons other than the electors of the Entity if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

13. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site:
<https://www.sos.state.co.us/voter-classic/Login.do>.

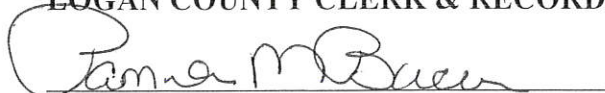
The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 6, 2019, and must include the voter's full name, mailing address, and Colorado Voter ID number.

AUG 9 2019

CLERK & REC

THE PARTIES will implement this Agreement in good faith, including acting in good faith in all matters that require joint or coordinated action.

LOGAN COUNTY CLERK & RECORDER



Pamela M. Bacon
315 Main Street, Ste. 3, Sterling, CO 80751
Phone: (970) 522-1544
Fax: (970) 522-2063
Email: baconp@logancountyco.gov

**APPROVED:
BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**


Attest:

Logan County Clerk & Recorder

(seal)

By: _____
Chairman of the Board

Haxtun School District RE-2J

By: 

Printed Name: Darcy Garretson

Title: Superintendent

Designated Election Official for the Entity:

Maureen Weaver

Mailing Address: 201 W Powell St

Haxtun, CO 80731

Phone: (970) 774 - 6111

Fax: (970) 774 - 7568

Email: mimiweaver@haxtunK12.org

**LETTER OF GIFT
AND
BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that the Board of County Commissioners of Logan County, Colorado, a political subdivision of the State of Colorado ("Logan County") whose legal address is 315 Main Street, Sterling, CO 80751, acting on behalf of Logan County, in the State of Colorado, hereby memorializes its donation and gift to the TOWN OF CROOK, a Colorado statutory municipal corporation, whose legal address is 212 4th Street, Crook, CO 80726, and grants and conveys to its governing board, the Crook Town Board, (the "Grantee"), the following described personal property, to wit:

(1) WOOD FRAME ANNOUNCER'S BOOTH - USED CONDITION

To Have and To Hold the same unto the Grantee and its successors and assigns, forever.

Logan County makes no warranties of any kind about the condition of the property, which is conveyed in AS IS condition.

IN WITNESS WHEREOF, Logan County has hereunto signed this Letter of Gift and Bill of Sale this ____ day of August, 2019.

On behalf of Logan County:

Joseph A. McBride, Chairman

ATTEST:

Byron H. Pelton, Commissioner

Pamela M. Bacon, Clerk and Recorder

Jane E. Bauder, Commissioner

AGREEMENT TO MODIFY
INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF LOGAN AND CITY OF STERLING

THIS AGREEMENT is made and entered into effective as of August 27, 2019, by and between the County of Logan, a political subdivision of the State of Colorado, hereinafter called "Logan", and the City of Sterling, a municipal corporation with a home rule charter, hereinafter called "Sterling." Logan and Sterling are collectively referred to herein as the "Parties" or may be referred to individually as a "Party".

The parties to this modification agreement entered into an Intergovernmental Agreement, effective July 1, 2019, which provides for the consolidation of all outstanding intergovernmental agreements between the parties into one agreement, with identical terms of duration. The purpose of this modification agreement is to incorporate one additional outstanding intergovernmental agreement which was not included in the consolidated Intergovernmental Agreement due to oversight.

Therefore, the Parties desire to and do modify the consolidated Intergovernmental Agreement in the following respects:

SECTIONS 6 AND 7, WHICH READ AS FOLLOWS:

6. That beginning on July 1, 2019 Logan and Sterling agree to jointly enter into the following programs and/or service:
 - A. LOGAN COUNTY AMBULANCE
 - B. LOGAN COUNTY LANDFILL
 - C. LOGAN COUNTY JAIL
 - D. SEWAGE COLLECTION ON COUNTY ROAD 37
 - E. SOUTH PLATTE VALLEY REGIONAL TRANSPORTATION AUTHORITY
 - F. SUNSET MEMORIAL GARDEN CEMETERY
 - G. BUILDING PERMITS
 - H. SPECIAL EVENT PERMITS

7. That the detail concerning the above-mentioned programs and/or service are addressed in the coinciding Appendixes A-H and shall be considered to be a part of this intergovernmental agreement.

ARE DELETED, AND THE FOLLOWING SUBSTITUTED:

6. That beginning on July 1, 2019 Logan and Sterling agree to jointly enter into the following programs and/or service:

- A. LOGAN COUNTY AMBULANCE
- B. LOGAN COUNTY LANDFILL
- C. LOGAN COUNTY JAIL
- D. SEWAGE COLLECTION ON COUNTY ROAD 37
- E. SOUTH PLATTE VALLEY REGIONAL TRANSPORTATION AUTHORITY
- F. SUNSET MEMORIAL GARDEN CEMETERY
- G. BUILDING PERMITS
- H. SPECIAL EVENT PERMITS
- I. USE TAX COLLECTION

7. That the detail concerning the above-mentioned programs and/or service are addressed in the coinciding Appendixes A-I and shall be considered to be a part of this intergovernmental agreement.

Appendix I – Use Tax Collection, shall become incorporated into the Intergovernmental Agreement in the form attached hereto, and effective as of July 1, 2019.

Except as expressly modified herein, all other provisions of the consolidated Intergovernmental Agreement Between County of Logan and City of Sterling shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement to Modify Intergovernmental Agreement Between County of Logan and City of Sterling is executed by Logan and Sterling effective as of the day and year first above written.

LOGAN COUNTY

By _____
Joseph A. McBride, Chairman

By _____
Byron H. Pelton, Commissioner

By _____
Jane E. Bauder, Commissioner

ATTEST

APPROVED AS TO FORM AND LEGALITY

Logan County Clerk and Recorder

County Attorney

THE CITY OF STERLING

By _____
Dan Torres, Jr., Mayor

ATTEST

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Logan/Sterling Intergovernmental Agreement – 2019
Appendix I
Topic: USE TAX COLLECTION

WHEREAS, the Public Works Department of the City of Sterling has the authority to issue building permits for construction occurring within the corporate limits of the City, and

WHEREAS, in conjunction with the issuance of building permits, the City of Sterling collects a city use tax, and

WHEREAS, Logan County also has a use tax that is due and payable for purchase of building and construction materials, and

WHEREAS, it is more convenient for the public and expedient for Logan County to have the County's use tax paid and collected in conjunction with the City's collection of its own use tax.

NOW, THEREFORE,

1. Logan County and the City of Sterling will continue to agree to the provisions outlined in the existing intergovernmental agreement concerning use tax collection, dated April 23, 1996.
2. The termination date for the above-mentioned intergovernmental agreement (paragraph 1) will be five years from the signing of this intergovernmental agreement.

ATTACHMENT: Use Tax Collection IGA dated April 23, 1996.

AGREEMENT

THIS AGREEMENT entered into April 23, 1996, between THE CITY OF STERLING, COLORADO, a Colorado home rule municipality, hereinafter referred to as "City" and LOGAN COUNTY, COLORADO, hereinafter referred to as "County."

WHEREAS, the County has by a vote of the public initiated a 1/2% use tax to be imposed on construction occurring within Logan County; and

WHEREAS, City already has a use tax in place and staff and procedure for collection of same, such collection occurring within the city limits of Sterling.

NOW, THEREFORE, it is agreed as follows:

1. City shall collect all County use taxes accruing from improvements constructed within the corporate limits of City. Collection of said use tax shall be by the Public Works Department of City at the time of issuance of building permits for improvements.

2. The method of collection by City of the County use tax shall be as follows; City shall use as reference the tables contained in *Building Standards Magazine* published monthly by the International Conference of Building Officials, said table referred to as Building Valuation Data. When a builder or party wishing to construct within the city limits requests a building permit, they will be required to specify the type of structure and the square footage of said structure. At that point, the person issuing the building permit will refer to the table and find an estimated valuation for the total cost of construction, at which time said amount is multiplied by 50% and then multiplied by .005% to establish the amount required to be collected for County as use tax. As an example, a \$100,000 construction project would be multiplied by 50%, which equals \$50,000, and then multiplied by .005% use tax to achieve a final amount owed to County as use tax of \$250.00, and subject to provisions contained in paragraph 6 of this Agreement.

3. City in no way warrants nor guarantees that the tables or methodology used by the Public Works Department of the City of Sterling is a completely accurate method of determining use tax. County, by execution of this Agreement, consents to the method of collection, and further consents to the amounts determined by such method and waives all rights against City for compensation of any inadequacies which may be inherent in the method used.

4. The parties further understand and agree that City is not responsible for collection of amounts which are due and payable to County which have not been received by City, or further for collection of bad checks received by City as payment for

the County use tax. County will be responsible for all collection efforts of amounts due to County for use tax, but not paid to County for reasons outside of City's control.

5. Upon receipt of funds for County use tax, City shall transfer said funds from City to County by the fifteenth day of the following month. City shall also maintain an accounting for County explaining the receipt of such funds, as well as the amounts received by County.

6. As compensation for City services in collection of County's use tax, City shall receive 10% of all use taxes collected for County. In the collection example contained in paragraph 2, City would receive 10% of \$250 collected for County for a total amount of \$25, therefore County receives \$225 from County use tax for that particular example.

7. This Agreement may be terminated with or without reason by either party, upon 30 days written notice to the other party.

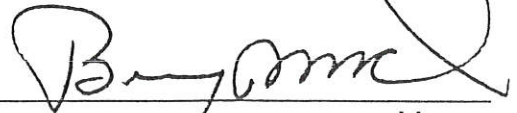
8. This Agreement and all questions arising herewith shall be governed by and construed in accordance with the laws of the State of Colorado and proper venue and jurisdiction regarding any questions related to the rights of the parties hereto shall be solely in Logan County, Colorado.

9. All paragraph headings or numbers used herein are for convenience only and this Agreement shall be construed according to its full terms and not by its headings. In the event any provision hereof is determined by a court of proper jurisdiction to be invalid or unenforceable, such provision may be severed or modified to the extent necessary to make it valid and enforceable and the other provisions hereof shall remain fully effective and binding on the parties hereto. When the context in which words are used in this Agreement indicates that such is the intent, use of the singular shall include the plural and use of the masculine or neuter pronoun shall include masculine, neuter, or feminine.

10. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

CITY OF STERLING, COLORADO

By



Mayor

ATTEST:

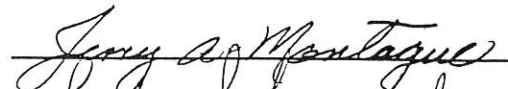

City Clerk


APPROVED AS TO FORM & LEGALITY:

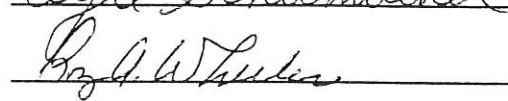


City Attorney

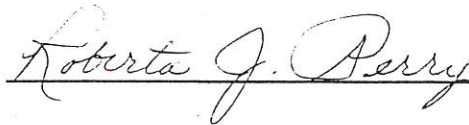
BOARD OF COMMISSIONERS OF
LOGAN COUNTY







ATTEST:



ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of October 1, 2019, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter referred to as "CIC" and

Logan County
315 Main Street
Sterling, Colorado 80751

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Customer access to support, enhancements and training for Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment, hereinafter referred to as "Annual PEOPLEWARE" and additional products and/or services Customer may request in the future, to maintain or enhance Customer's automation environment, hereinafter referred to as "Products / Services"; and

WHEREAS, Customer has elected to purchase CIC's Annual PEOPLEWARE as evidenced on Exhibit A, attached hereto and by this reference made a part hereof, and in the future may purchase additional Products / Services, as will then be evidenced on Exhibit B(s), "*SAMPLE*" attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that CIC will deliver Annual PEOPLEWARE to Customer, twenty-four (24) hours/day, seven (7) days/week.

ANNUAL PEOPLEWARE

A. Hardware

Maintenance - CIC will assist in problem determination and cooperate with Customer and Customer's maintenance personnel to maximize up time. Although CIC may recommend computer hardware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility.

Emergency Backup - CIC will provide personnel to assist Customer in locating backup computer hardware; coordinate the temporary relocation of Customer's operating / application systems / data and assist in Customer's emergency processing, at CIC's then current hourly rate.

B. Software

Operating Systems – CIC trained personnel will promptly respond / resolve all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks, including hubs, routers, VPN devices, communication lines, etc. and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC.

Application Systems – CIC develops and maintains a working knowledge of not only the Application Systems, but more importantly, how each of our many features are currently used in your operation, permitting our PEOPLEWARE Team's active participation in recommending procedural changes necessary to increase utilization of our new features and enhancements as they become available. Following initial implementation, CIC will continue to inform, recommend and assist in ordering, providing and pre-testing all new Application System Releases, Enhancements and/or Program Temporary Fixes from CIC's vendors, as necessary, to maintain your software at a level supportable by CIC.

Future Releases / Enhancements / Program Temporary Fixes – CIC will inform, recommend and assist Customer in ordering / pre-testing all future operating or application system releases, enhancements and/or program temporary fixes from CIC and CIC's vendors necessary to maintain Customer at a level supportable by CIC. Actual acquisition and/or on-site installation / implementation costs for such future releases, enhancements and/or program temporary fixes remain Customer's responsibility unless specifically included on Exhibit A.

C. PEOPLEWARE

“INSTANT Response” – Customers utilizing our **“Internet Accessible” Annual PEOPLEWARE System (APS)** to log support calls by **“Task Code” - Twenty-Four (24) Hours/Day – Seven (7) Days/Week**, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of **IMMEDIATE**, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. APS provides retrieval / displays CIC's resolution documentation for a date range within the same **“Task Code”** to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our APS **“Quick Reference”** also provides Customers instant access to our most current Web Based Documentation for your specific **“Task Code”**, saving you valuable time normally spent looking for your current copy of CIC's manual or the applicable section, page and paragraph.

3. APS enables our Customers to confirm CIC's open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, APS displays a list of current **“PeopleWires”**, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC's recommended **“temporary work around”** with instructions can be viewed and printed, along with our current estimated PTF availability.

5. Finally, using **APS**, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by "Keyword", Date Range and/or Reference Number.

Toll Free Access – CIC will continue to provide Customer with toll free telephone access plus CIC's assistance in entering Customer's questions / concerns and requested maximum response time of 2, 4 or 8 working hours into CIC's Annual PEOPLEWARE System.

Support – In summary, CIC will provide the computer hardware, operating and application systems, communication networks and/or other related support necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, by telephone, "**DESKTOP Response**" and/or "**ON-DEMAND Response** unless, dependent upon severity, expediency and other pertinent factors, CIC determines to travel to Customer's location.

Training - CIC will also provide the computer hardware, operating and application systems, communication networks and/or other related training necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, at CIC's then current telephone / "**DESKTOP Response**" / "**ON-DEMAND Response**" hourly rates or regional workshop / on-site daily rates.

Problem Identification / Vendor Communication - Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and CIC's vendors in resolving Customer's questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

Products / Services - CIC will maintain the configuration, system / communication schematics, file utilization and staff knowledge necessary to assure the continuing compatibility of any Products / Services purchased from CIC with Customer's existing computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment.

Site Evaluation - CIC will periodically review and discuss Customer's satisfaction with the Annual PEOPLEWARE and Products / Services provided by CIC and CIC's vendors, the effectiveness of Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment and recommend additional Annual PEOPLEWARE and/or Products / Services for Customer's consideration.

GENERAL

Delivery - Although CIC may assist Customer in purchasing and coordinating the timely delivery and installation of Products / Services from CIC's vendors, CIC shall not be liable for any damages, penalty for delay in delivery and/or failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory or Customer determined limitations, Customer agrees to permit CIC's employees access to Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment including access to Customer's Internet connection and a telephone, for purposes of performing CIC's obligations under this Agreement.

Customer further agrees to make its employees available to CIC at Customer's location to facilitate effective implementation / utilization of Annual PEOPLEWARE and/or Products / Services and understands that failure to do so can result in additional CIC effort / time, which may be billable to Customer.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's Annual PEOPLEWARE procedures and related documentation are of substantial importance and it shall be Customer's obligation to protect said procedures and related documentation from unauthorized disclosure or use and to destroy all such confidential information upon the expiration or termination of this Agreement.

Additional Expenses – All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals are additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability – Each party shall be solely responsible for any liability resulting from that party's negligence.

Ownership – To the extent permitted by law, Customer will defend and indemnify CIC against any claim or legal proceedings with regard to Customer's proprietary rights to use all computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment. CIC will defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Annual PEOPLEWARE and Products / Services delivered in this Agreement subject to CIC's and CIC's respective vendor software license agreements, which CIC shall provide and Customer agrees to sign.

Warranty and Limitation of Remedy - CIC warrants the Products provided hereunder will perform according to the respective vendor's and CIC's published specifications, that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Annual PEOPLEWARE and Products / Services provided under this Agreement will not prevent the Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs.

Customer agrees CIC's maximum liability will be limited to the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL CIC received in the most recent year, minus any funds owed or disbursed for support and enhancements.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution / Term - This Agreement is in full force and effect as of the date of execution, for one (1) year from the day and year first above written and shall be considered renewed annually by CIC's issuance of an invoice for this same EXHIBIT A - ANNUAL PEOPLEWARE TOTAL or in subsequent years, CIC's revised EXHIBIT A - ANNUAL PEOPLEWARE TOTAL and invoice paid by Customer, within thirty (30) days of each renewal date.

Notwithstanding the foregoing, Customer may terminate this Agreement for cause upon ninety (90) days written notice to CIC and the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL received by CIC in the most recent year, minus any funds owed or disbursed for support and enhancements, prorated through the date of such termination, returned to Customer, providing CIC is given such ninety (90) days to resolve the issues at hand to Customer's satisfaction.

Either party may also terminate this Agreement in writing, at least ninety (90) days prior to each renewal date.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Colorado.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment - This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, support and enhancement development to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and shall supersede all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. All parties have negotiated this Agreement at arms length, and no party shall be deemed as the drafter of the Agreement for purpose of interpreting any potential ambiguities in the Agreement and each provision and Exhibit hereof, may be modified only in writing duly executed by all parties. In the event Customer issues a purchase order or other instrument for the Annual PEOPLEWARE and/or Products / Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance – During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: *Robert A. Mark*
Computer Information Concepts, Inc.

By: _____
Logan County, Colorado

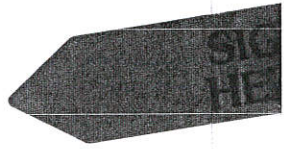


EXHIBIT A

Page 1 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated October 1, 2019

ANNUAL PEOPLEWARE

\$ 1,905.00	Support – Operating Systems
\$.00	– Server Farm “Without an On-Site Full Time Network Technician”
\$.00	– Personal Computer / Server, Department and/or County File Server(s) “With an On-Site Full Time Network Technician”
\$.00	– Department / County with Maximum of Six (6) Hardware Devices “Without an On-Site Full Time Network Technician”
\$.00	– Personal Computer / Server or Department File Server “Without an On-Site Full Time Network Technician”
\$.00	– County File Server(s) “Without an On-Site Full Time Network Technician”

CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC's then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.

1,905.00 Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) – Annual Lease / User – 3 Users

13,090.00 Support – Application Systems

4,455.00	Budgetary / Fund Accounting – Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Cash Receipting plus Local / State / Federal Reporting)
1,195.00	Budgetary / Fund Accounting – Option (Budget Preparation)
1,195.00	Budgetary / Fund Accounting – Option (Capital Assets)
30.00	Employee Portal – Unlimited Paystub Inquiry Internet or Intranet Prorated August 1, 2020 – September 30, 2020
475.00	INSTANT Sharing / Seat – 5 Seats
300.00	Integrated Imaging / Seat – 4 Seats
390.00	Microsoft SQL Server Reporting Services (SSRS) – Plus Unlimited Access to ALL CIC and Customer Developed Reports
2,285.00	Payroll - Basic
2,285.00	Payroll – Option (Personnel)

EXHIBIT A

Page 2 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated October 1, 2019

ANNUAL PEOPLEWARE Continued

Support – Application Systems (continued)

480.00 Server Farm – Unlimited Server Farm Remote Processing / Storage
(M/S Word, Excel, PowerPoint, SQL & Terminal Server) – 3 Users

3,295.00 Enhancements – Application Systems

1,155.00 Budgetary / Fund Accounting – Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Cash Receipting plus Local / State / Federal Reporting)

310.00 Budgetary / Fund Accounting – Option (Budget Preparation)

310.00 Budgetary / Fund Accounting – Option (Capital Assets)

10.00 Employee Portal – Unlimited Paystub Inquiry Internet or Intranet
Prorated August 1, 2020 – September 30, 2020

80.00 Integrated Imaging / Seat – 4 Seats

105.00 Microsoft SQL Server Reporting Services (SSRS) – Plus Unlimited
Access to ALL CIC and Customer Developed Reports

595.00 Payroll - Basic

595.00 Payroll – Option (Personnel)

135.00 Server Farm – Unlimited Server Farm Remote Processing / Storage
(M/S Word, Excel, PowerPoint, SQL & Terminal Server) – 3 Users

(655.00) Annual Peopleware INSTANT Response Support Call Log Credit – 97.62% Logged

\$17,635.00 **ANNUAL PEOPLEWARE TOTAL**

EXHIBIT B#

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated October 1, 2019

PRODUCTS / SERVICES TO BE PROVIDED:

Description	Qty	Retail	Discounted
TOTAL RETAIL PRICE		\$x,xxx.xx	
TOTAL EXHIBIT PRICE			\$x,xxx.xx

Miscellaneous Expenses, i.e.; travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within thirty (30) days after CIC's receipt of this signed exhibit and your Check or Purchase Order.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

1. Mail a signed copy of this Exhibit along with your Check for the Total Exhibit Price to 2843 31st Avenue, Greeley, Colorado 80631

OR

2. Fax a signed copy of this Exhibit along with your Purchase Order for the Total Exhibit Price to (970) 330-0839. Full Payment will then be due and payable upon delivery of the Products / Services.

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: _____
Computer Information Concepts, Inc.

By: _____
Customer

Exhibit Date

Acceptance Date

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and ___XCEL ENERGY _____ the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): ___ALONG COUNTY ROAD 290

_____ ; and

WHEREAS, Applicant desires to install and construct a _OVERHEAD POWER LINE_____, which will be located (Circle One): along bore under, or trench across ___ALONG _____, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 or \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows:

Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

Applicant shall have the right to install and construct _OVERHEAD POWER LINE_____, described above, in the right of way of ___COUNTY ROAD 290_____, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.

All work authorized by this Agreement shall be completed no later than _____.

It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.

All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Applicant hereby releases the County from any liability for damages caused by said _OVERHEAD POWER LINE_____, whether caused by employees or equipment of

ROW2019-10 XCEL ENERGY
Overhead Powerline CR 290
SW4 Section 09-06-53

the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

Other Provisions: _____

Owner #1 Robert Lingsgreen Printed name Robert Lingsgreen
Signature [Signature] pres.
Owner #2 _____ Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:

Tyson Lambert
Printed name
[Signature]
Signature
Address: 502 S 8th Ave
Sterling, CO 80751
970-521-1835

Credit card
Application Fee Paid \$50.00
Date 7-31-2019

Signed at Sterling, Colorado the day and year first above written.

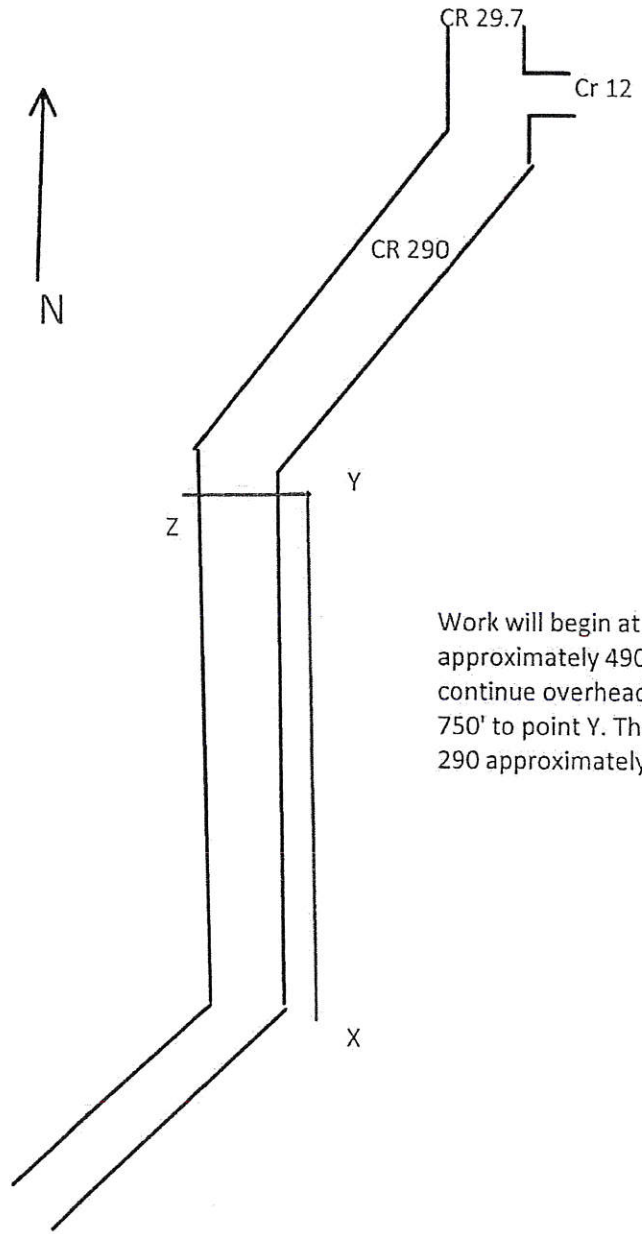
THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

ROW2019-10 XCEL ENERGY
Overhead Powerline CR 290
SW4 Section 09-06-53



Work will begin at point X which is approximately 4900' south of CR 12 and continue overhead for approximately 750' to point Y. Then continue across CR 290 approximately 60'

ROW2019-10 XCEL ENERGY
Overhead Powerline CR 290
SW4 Section 09-06-53



Customer: Logan County Commissioners
Quote #: 56543533

Project Name: Additional Mitel IP Phones and licenses
Created On: 7/31/2019
Expiration Date: 8/30/2019
Account Manager: Roderick Newson
Sales Engineer: Alex Prescott
Customer Notes:

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Main Site					
Materials					
10577	Mitel IP Phone IP480g - Requires ST 14 or later. Replacement for SKU 10497 (US Only).	\$ 290.28	3	\$ 870.84	
30145	Connect ONSITE Courtesy license. Includes Extension Only with no Connect client capability.(US Only)	\$ 77.88	3	\$ 233.64	
Support					
CUM-QSTD-94131	CTL-MGD--UNASSIGNED-FOTS--M-SPARES--STD-COVERAGE--(CCU ITEM REQUIRED FOR FOTS) PARTNER SUPPORT (3 YEAR, NO PHONES) SG-1 ZN-5	\$ 38.25	1	\$ 38.25	32
CCU-QSTD-94131	CTL-MGD--ONSITE-FOTS--UNASSIGNED-SPARES--STD-COVERAGE--(CUM ITEM REQUIRED FOR SPARES--STD-COVERAGE) PARTNER SUPPORT (3 YEAR, NO PHONES) SG-2 ZN-6	\$ 31.15	1	\$ 31.15	32
Implementation					
QINTR-SHORETEL	Integration	\$ 606.98	1	\$ 606.98	
Shipping and Handling					
Shipping & Handling	Shipping & Handling	\$ 24.84	1	\$ 24.84	
				Materials Total	\$1,104.48
				Support Services Total	\$69.40
				Implementation Total	\$606.98
				Shipping and Handling Total	\$24.84
				Grand Total Price to Customer	\$1,805.70

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: _____

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Representative: _____

CenturyLink Signature: _____

Job Title: _____

Date: _____



Customer Notes / Project Description

1. Quote for three additional Mitel IP phones, licenses, and required CenturyLink FOTS- Mitel Partner Support.
2. Quote does not include any network, miscellaneous wiring or CPE connection charges.
3. Pricing is firm for the quantities identified. If during performance, the configuration changes, any quantities in excess of those shown above shall be priced, delivered, and invoiced utilizing the line item unit price.
4. Pricing is quoted from CenturyLink Open Market pricing. Please reference the contract number and/or quote number on your purchase order.
5. Pricing includes for three Mitel IP 480g phones, three Connect Courtesy licenses, install labor, CenturyLink FOTS and Mitel Support to Co-term with existing contract.
6. Pricing for installation includes the tasks below.
 - a. Add key codes for three Connect Courtesy licenses to HQ Director Server.
 - b. Program/install/test three IP 480g phones with Connect Courtesy licenses.
7. Labor is priced as an estimate only. Actual labor hours performed will be billed.
8. Customer is responsible for providing for the items listed below.
 - a. Installing CAT 5e or greater stations cables installed at all locations with cables clearly labels at the MDF and station locations.
 - b. Providing and installing Gigabit Ethernet Switches with Power over Ethernet (POE) at both sites to provide IP addresses to all IP phones.
 - c. Providing a user template for program the additional IP phones.
9. Pricing is valid as listed in this proposal.



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CenturyLink Responsibility:

1. In conjunction with the customer, gather existing data and voice infrastructure information via the Site survey process. (Where applicable)
 - a. Site addresses
 - b. Physical and logical network topology (LAN, WAN, WLAN, PSTN) configurations
 - c. Quality of Service, VLANS, Security, etc.
 - d. Existing fault tolerance and redundancy
 - e. Identify existing legacy platforms
 - f. Identify applicable 3rd party application requirements.
 - g. Collect & review floor plans received from customer.
2. Document all network/applications risks/gaps, and ensure that the customer is made aware of risks/gaps.
3. Provide a single point of contact ("CenturyLink Project Coordinator") for all issues relating to the implementation services.
4. All final project documentation has been given to the customer contact. This includes, but not limited to final system layout, network drawings, service numbers, CenturyLink contact information, training rosters, IP addresses, and server configurations.
5. Provide customer with CenturyLink's specifications relating to the environmental requirements of the site (including but not limited to power supplies, air conditioning, and physical location, temperature, electrical, humidity, air filtering).
6. All equipment and applications as defined in this scope of work and the sales contract are working per vendor and industry standards. This also includes any additions or deletions for Job Change Order (JCO) activity.

Customer Responsibility:

1. Provide an adequate environment (room, power, light & temperature) for equipment per CenturyLink / Manufacturer's specifications. (See attachments)
2. Supply the workplace policies and environmental conditions in effect at the customer site(s).
3. Determine and allocate a safe, secure, and appropriate environment for storing the received equipment until onsite implementation and deployment.
4. Provide accurate cable and equipment records. Defective, non-standard or improperly installed cabling will not be used. Any corrective work (by CenturyLink) required to make the solution function properly will be billed on a time and material basis to the customer.
5. Provide location and WLAN access and information to CenturyLink in order for CenturyLink to assess WLAN environment relative to the proposed solution and associated applications.
6. Satisfactorily address WLAN assessment findings prior to implementation and sign off that the WLAN environment is acceptable.
7. Provide current protocol addressing scheme and current network diagram if applicable.
8. Gather and provide to CenturyLink all necessary and applicable network documentation, network access and information required for CenturyLink to provide a network, application and operational readiness analysis.
9. When requested by CenturyLink, provide current customer site building layouts, including the floor plans, location of cables, cable records and power sources.
10. Provide information and documentation required by CenturyLink within the specified timeframe agreed upon by CenturyLink and customer.
11. Provide a safe working environment.
12. Provide working hour access to customer owned facilities
13. Any Telco demarcation extension; unless documented in this Scope of Work.
14. Notify CenturyLink of any hardware and/or software upgrades or any other scheduled implementation activities within the customer's network at least ten (10) business days prior to and during the scheduled installation.
15. Suspend customer moves, adds, and changes (5) working days prior to installation date.
16. Provide remote access to equipment via either VPN or dial-up line.
17. Designate a single point of contact to whom all CenturyLink communications may be addressed and who has authority to act on all aspects of the services for approval of all Job Change Orders/Notices. Designate a backup when the customer contact is not available who has the authority to act on all aspects of the services in the absence of the primary contact.
18. Designate a facilities resource to expedite access to areas deemed secure.
19. With CenturyLink, review system requirements relative to bill of materials, scope of work, project implementation plan, and business and technical objectives.

20. Satisfactorily address identified network, application and operational readiness risks or gaps as identified by the CenturyLink team. Failure to address issues by date specified may result in project delay and additional time and materials billing.
21. Participate in implementation plan review and ensure customer assigned responsibilities are assigned and prioritized with the appropriate resources.
22. Identify internal resources to participate in system acceptance testing when necessary.
23. Sign off on test plan and acceptance criteria
24. Collaborate with CenturyLink to develop staff training plan. Sign off that the Staff training plan is acceptable; deviations will result in additional billing on a time and material basis. Insure all personnel attend training as outlined in the training plan.
25. Customer is responsible for all returns to their current leasing companies
26. Racking and stacking of equipment.
27. Installation of UPS system
28. Operation and maintenance of any and all equipment, not specified in an CenturyLink maintenance agreement, will be the customer's responsibility.

Change Management Policy:

Changes to the scope or deliverables of this project will not be made without review and written approval by CenturyLink. All changes to scope or price will only be accepted through a change order. Requests for such changes may be initiated by the customer or CenturyLink.

Change Management Procedures

A change order must be documented by the requesting party, including the following:

- Description of the change

- Reason for the change

- Anticipated effect the change will have on the scope of work, resources and delivery schedule.

The designated Project Coordinator, Sr. Project Coordinator or Program Manager of the requesting party will review the proposed change with his/her counterpart(s). All parties will evaluate and negotiate in good faith the changes to be made and the additional charges or billing arrangements, if any, to implement them.

Upon execution, the approved Change Order will be incorporated into, and made a part of, this Statement of Work and any previously approved pertinent Change Orders. Project Coordinator is responsible for documenting any such changes.

Change Management Precedence

Whenever there is a conflict between the terms and conditions set forth in an approved Change Order and the original scope of work represented by this Statement of Work and other previously incorporated Change Orders, the terms and conditions of the most recently approved Change Order will prevail.

Restocking Fee

Order Cancellation or Return of Equipment. In CenturyLink's sole discretion, Equipment may be returned by Customer with prior approval and specific shipping instructions from CenturyLink, and must be in original manufacturer's boxes or packaging for CenturyLink to accept the return. In addition to all other applicable charges, Customer will pay CenturyLink a restock charge of 25% of the purchase price as liquidated damages, and not as a penalty, upon the return of Equipment if the return is due to a Customer ordering error or Customer's late cancellation of an order. Customer is responsible for any damage to the Equipment while in Customer's possession or during return shipment to CenturyLink.

Pre-Delivery. If Customer repudiates, gives notice of cancellation, or otherwise breaches this Annex prior to delivery of the Equipment, Customer will pay CenturyLink as liquidated damages, and not as a penalty, 25% of the purchase price or CenturyLink's out of pocket costs incurred as a result of Customer's cancellation, whichever is greater

Post-Delivery. If Customer breaches this SoW after delivery of the Equipment, CenturyLink may, in addition to any other remedies available to CenturyLink: (a) declare all sums due and payable immediately; (b) discontinue discounts related to Equipment; (c) cease installation or delivery or disconnect and deactivate Equipment until amounts due are paid; or (d) retake possession of Equipment and retain all sums paid by Customer as a setoff against expenses incurred.

Drop Ship. Purchases where CenturyLink will not be providing installation ("Drop Ship") may not be cancelled following order placement without prior written authorization of CenturyLink or assignment of a return authorization number ("Call Tag Number").

CenturyLink Scope of Work Acceptance:

Customer agrees to all information and requirements within this Scope of Work.

CenturyLink Implementation Approval: _____

Date: _____

Customer Acceptance: _____

Date: _____

** BSM to retain copy for records