

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND JEFFERSON COUNTY PUBLIC SCHOOLS DISTRICT R-1 FOR THE CONDUCT OF A 2009 COORDINATED ELECTION

THIS Intergovernmental Agreement ("Agreement") is made and entered into this 10th day of August, 2009, by and between Jefferson County Public Schools District R-1, hereinafter referred to as "Jurisdiction," and The City and County of Broomfield, a Colorado municipal corporation and county, hereinafter referred to as "City", hereby enter into the following Intergovernmental Agreement regarding the conduct of a 2009 coordinated election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the City and County Clerk's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail-in ballot on November 3, 2009, and

WHEREAS, the Jurisdiction agrees to conduct a coordinated election with the City and County Clerk of the City and County of Broomfield, hereinafter referred to as the "County Clerk," acting as the coordinated election official, and

WHEREAS, the County Clerk is the "coordinated election official" pursuant to § 1-7-116(1), C.R.S., and is to perform certain election services in consideration of performance by the Jurisdiction of the obligations herein below set forth, and

WHEREAS, such agreements are authorized by statute at §§ 1-1-111(3), 1-7-116, 22-30-104(2), 22-31-103, and 29-1-203 C.R.S.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within the City and County of Broomfield. This Agreement shall be construed to apply only to that portion of the Jurisdiction within the City and County of Broomfield.

2. Term of Agreement: This Agreement is intended only to address the conduct of the November 3, 2009, election.

3. The Jurisdiction agrees to perform the following tasks and activities as applicable, dependent on the type of election being conducted by the jurisdiction:

a. Conduct all procedures required of the clerk for initiatives, referenda, and referred measures under the provisions of §§ 31-11-101 through 118 and § 22-30-104(4), C.R.S.

b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petitions; determine candidate eligibility; receive candidate acceptance of nominations; accept notices of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, § 1-4-501(1), § 22-31-107, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31 as adopted by reference pursuant to § 1-4-805, C.R.S.

c. Establish order of names and questions pursuant to § 1-5-406 for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to § 1-5-203(3), C.R.S. The Jurisdiction shall be solely responsible for the language and content of the ballot text, which shall be provided to the County Clerk in written form and via email in a Microsoft Word document with no formatting (i.e., bullets, indention, bolding, etc.), in Arial font and font size of 10 or as otherwise specified by the County Clerk. Within one business day of receiving a "proof –ready" copy of the ballot text from the County

Clerk, the Jurisdiction shall proof and authorize the text and layout of its portion of the ballot via email prior to the printing of ballots. The Jurisdiction will be allowed to make corrections to the ballot proof-ready copy only within that one business day. After that, the ballots will be printed.

d. Provide an audio copy of all issue text and candidate names for Jurisdiction's portion of the ballot. The audio copy shall be provided in a .wav file format attached to an email or by voice mail message. The Jurisdiction may proof and authorize the audio ballot version for its portion of the ballot.

e. Publish and post notices of election pursuant to § 1-5-205, C.R.S., and include the information regarding the walk-in location address for application or return of mail-in ballots as set forth in paragraph 4.c of this Agreement.

f. Accept written comments for and against ballot issues pursuant to §§ 1-7-901 and 1-40-125(2)(e), C.R.S. Comments to be accepted must be filed by the end of the business day on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the jurisdiction but only to the extent required pursuant to § 1-7-903, C.R.S. The full text of any required ballot issue notice must be transmitted in a Microsoft Word document to and received by the County Clerk no less than 42 days prior to the election. No portion of this paragraph shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.

g. Accept affidavits of intent to accept write-in candidacy up until close of business on August 31, 2009, and provide a list of valid affidavits received to the County Clerk pursuant to §§ 1-4-1101 and 1102, C.R.S.

h. Publish or post within the jurisdiction any notices or ballots if required in addition to County publications set forth in ¶ 4.b

herein which notice may incorporate the County Clerk's notice pursuant to § 1-5-205, C.R.S.

i. The Jurisdiction shall reimburse the City and County of Broomfield for its prorated share of the actual costs of the coordinated election, including the costs associated with the mailing of the TABOR notice package. Such pro-ration shall be made based upon the number of persons eligible to vote within each Jurisdiction involved in the coordinated election, and the number and length of ballot issues and number of candidates submitted by the Jurisdiction. The actual costs shall include those expenses permitted by state law, including the costs of labor, printing, mailing, and materials, with a \$200 minimum owed by the Jurisdiction, regardless of whether or not the election is actually held. The City shall submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement, and the Jurisdiction shall remit to the City the total payment upon receipt of such invoice. If the Jurisdiction cancels the election before its Section 20, Article X notices are due to the County and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses. The Jurisdiction shall also be responsible for costs of recounts pursuant to § 1-10.5-101, 1-10.5-104 or 1-11-215, C.R.S., except for costs collected from an "interested party" pursuant to § 1-10.5-106.

j. Designate an "election officer" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. The election officer may attend and observe any ballot testing or count, as scheduled by the County Clerk, prior to the coordinated election. The Jurisdiction may also attend and observe the test counts conducted prior to and after the counting of ballots. On Election Day, the Jurisdiction shall provide election support by telephone and/or in person, as requested by the County Clerk.

k. Mail notices pursuant to § 1-7-906(2) for active registered electors who do not reside within the County or counties where the political subdivision is located.

l. Carry out all actions necessary for cancellation of an election including notice pursuant to § 1-5-208, C.R.S., and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to § 1-5-208(5), C.R.S.

m. If the ballot issue is one that requires the production of a mailed Taxpayer's Bill of Rights (TABOR) notice pursuant to the Colorado Constitution, Article X, Section 20, as implemented by §§ 1-40-125 and 1-7-901, *et seq.* C. R. S., the Jurisdiction shall perform the following services:

i. Accept written comments and transmit to the County Clerk the final text and order of all required TABOR notices concerning Jurisdiction ballot issues in the time and manner required by the Code at §§ 1-7-901 through 904, C.R.S. Said final text shall be submitted to the County Clerk in written form and via email in a Microsoft Word document with no formatting (i.e., bullets, indention, bolding, etc.), in Arial font and font size of 10 or as otherwise specified by the County Clerk.

ii. Pay the Jurisdiction's proportional share of the actual costs shown in the itemized statement provided to the Jurisdiction by the County Clerk either directly to the County Clerk or to such vendors or subcontractors as the County Clerk may designate.

iii. Mail notice, if required, to any active registered electors who do not reside within the City and

County of Broomfield pursuant to § 1-7-906(2),
C.R.S.

n. If submitted in a timely manner, ballots may be reprinted and/or re-mailed upon the written request of the Jurisdiction. The Jurisdiction shall reimburse the City for the actual costs associated with such reprinting and/or re-mailing of ballots, if such reprinting and/or re-mailing is not the result of any action or inaction by the City.

4. Duties of County Clerk

County Clerk agrees to perform the following tasks and activities:

a. Except as otherwise expressly provided for in this Agreement, to act as the designated election official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the designated election official and as coordinated election official.

b. Circulate the Article X, Section 20, Ballot Issues notices pursuant to § 1-7-905 and 906(1), C.R.S., and publish and post notice, as directed in § 1-5-205, C.R.S. Publication by the County Clerk will only be in the County legal newspaper, the Broomfield Enterprise, and the designated election official is responsible for any additional notices pursuant to ¶ 3.h herein .

c. Provide a place for voting in-person and application for and issuance of mail-in ballots at the Broomfield City and County Building, One DesCombes Drive, Broomfield, Colorado. Provide for the issuance and acceptance of electronic mail-in ballots to be cast by overseas military personnel in accordance with C.R.S. § 1-8-101 *et seq.* C.R.S.

d. Give notice to Jurisdiction of the number of registered electors within the Jurisdiction as of the effective date of cutoff for

registration, identify the members of the Board of Canvassers eligible for receiving a fee, and bill the Jurisdiction.

e. Designate a "contact" to act as a primary liaison or contact between the Jurisdiction and the County Clerk.

f. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.

g. Select and Appoint a Board of Canvassers to canvass the votes; provided that the Jurisdiction, at its option, may designate one of its members or one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that jurisdiction. If the Jurisdiction desires to appoint one of its members or an eligible elector to assist, it shall make those appointments, and shall notify the County Clerk in writing of those appointments not later than 30 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. All recounts required by the Code shall be conducted by the County Clerk in the time and manner required by the Code.

h. If the ballot issue is one that requires the production of a mailed Taxpayer's Bill of Rights (TABOR) notice pursuant to the Colorado Constitution, Article X, Section 20, as implemented by §§ 1-40-125 and 1-7-901, *et seq.* C. R. S., the County Clerk shall perform the following services and activities for the Jurisdiction's election;

i. Determine the "least cost" method for filing the TABOR notice package.

ii. Combine the text of the TABOR notice produced by the Jurisdiction with those of other jurisdictions to produce the TABOR notice package. The County Clerk may determine the order of the TABOR notice

submittal by the Jurisdiction and those of other jurisdictions to be included in the TABOR notice package; provided, however, that the materials supplied by the Jurisdiction shall be kept together as a group and in the same order supplied by the Jurisdiction.

iii. Address the package to "All Registered Voters" at each address of one or more active registered electors of the Jurisdiction. Nothing herein shall preclude the County Clerk from sending the TABOR notice or notice package to persons other than electors of the Jurisdiction if such sending arises from the County Clerk's efforts to mail the TABOR notice package at "least cost."

iv. Mail the TABOR notice package, as required by the Uniform Election Code of 1992 ("Code") specifically including Sections 1-40-125 and 1-7-906(1), C.R.S.

v. Provide the Jurisdiction with an itemized statement showing the Jurisdiction's proportional share of the actual cost of performing the services described herein.

5. General Provisions

a. Time is of the essence to this Agreement. The statutory time frames of the Code shall apply to completion of the tasks required by this Agreement.

b. Conflict of Agreement with law. This Agreement shall be interpreted to be consistent with the Code and provisions of Title 31 and 22 applicable to the conduct of elections and 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this

agreement and the Colorado Regulations, the statutes shall first prevail, then this agreement, and lastly the Colorado Regulations.

c. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges or immunities the parties, their officers, or employees may possess, except as expressly provided in this Agreement.

d. This constitutes the entire agreement of the parties and no amendment may be made except in writing approved by the parties.

e. In the event the election is canceled prior to November 3, 2009, notice of such cancellation shall be provided by the Jurisdiction to the County Clerk. The Jurisdiction shall reimburse the City for the actual expenses incurred in preparing for the election, and those expenses shall be paid by the Jurisdiction to the City within thirty (30) days of the receipt of an invoice therefore.

f. Notice shall be given by Jurisdiction to the County Clerk at:

Broomfield Clerk & Recorder
One DesCombes Drive
Broomfield, Colorado 80020
(303) 464-5899
rragsdale@broomfield.org

and the Jurisdiction notice shall be given to the Jurisdiction at:

Jeffco Public Schools
1829 Denver West Drive, 4th fl.
Golden CO 80401
Attn: Helen Neal
303-982-6801
hneal@jeffco.k12.co.us

DATED this 10th day of August, 2009.

THE CITY AND COUNTY OF BROOMFIELD, COLORADO
A Colorado Municipal Corporation and County

Mayor
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

ATTEST:

City & County Attorney

City and County Clerk

