INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

THIS INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION (this “Agreement”), dated for reference purposes only this 6th day of June 2019, is by and between the CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO (the “County Clerk”) and the Jefferson County R-1 School District (the “Jurisdiction”), individually referred to as a “Party,” and collectively referred to as the “Parties.”

RECITALS

A. The County Clerk and the Jurisdiction are authorized to conduct elections as provided by law.

B. The Jurisdiction has certain candidates, ballot issues and/or ballot questions to present to its eligible electors and desires to participate in a coordinated election as provided by law.

C. The County Clerk and the Jurisdiction desire to enter into this Agreement for purposes of conducting a coordinated election and to set out the terms and conditions upon which the Parties shall conduct such election.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein, shall have the meaning as set forth below:

   a. “Applicable Law” means all law applicable to the Election, including, without limitation, the Colorado Constitution, Title 1 of the Colorado Revised Statutes (the “Uniform Election Code”) and the Rules (as defined below).


   c. “Coordinated Election” means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdictions.

   d. “County Liaison” means the individual identified by the County Clerk to act as its primary liaison between the Jurisdiction and the County Clerk for the Election. The County Liaison shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

   e. “Designated Election Official” means the individual identified by the Jurisdiction to act as its primary liaison between the Jurisdiction and the County Clerk for the Election. The Designated Election Official will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder and
shall be responsible for performing such duties and responsibilities as are assigned to the Jurisdiction’s “designated election official” under Applicable Law.

f. “Election” means the Coordinated Election that will be conducted on November 5, 2019.

g. “Mail Ballot Election” means an election for which eligible electors receive ballots by mail and vote by mailing those ballots, depositing the ballots at, as applicable, drop-off locations or voter service and polling centers, or, as applicable, by voting at a voter service and polling center. Mail Ballot Elections shall be conducted in accordance with the Mail Ballot Election Act, C.R.S. § 1-7.5-101 to 1-7.5-210.

h. “Post-Election Audit” means a post-Election audit of votes on paper ballot cards and Voter Verifiable Paper Audit Trail records conducted by an audit board.

i. “Precinct” means an area with established boundaries within a political subdivision used to establish election districts.

j. “Rules” means the current rules and regulations governing election procedures adopted by the Colorado Secretary of State, including any amendments adopted after execution of this Agreement.

k. “Shared Election Costs” means all costs incurred by the County Clerk in connection with the Election that are eligible to be shared between the County Clerk and the Jurisdiction. Shared Election Costs shall include, without limitation, costs incurred by the County Clerk related to temporary (election judge) staff time (including regular and overtime costs), County employee overtime, software programs used to count voted ballots as well as pre- and post-election maintenance and on-site technical personnel, equipment, equipment handling and delivery, postage, forms, materials, Election Day meals, supply costs, training and criminal background checks.

2. **Purpose.** The Parties are entering into this Agreement for the purpose of setting forth their respective duties and responsibilities in connection with the preparation and conduct of the Election and allocating the cost thereof. This Agreement shall be executed no later than August 27, 2019.

3. **Coordinated Election Official.** In accordance with C.R.S. §1-7-116(1)(a), the County Clerk shall serve as the Coordinated Election Official for the Election and shall conduct the Election on behalf of the Jurisdiction. As the Coordinated Election Official for the Election, the County Clerk shall be responsible for performing such duties and responsibilities as are assigned to a Coordinated Election Official under Applicable Law, except to the extent modified herein.
4. **County Liaison.** The County Clerk designates Cynthia Rasor as the County Liaison for the Election. The County Liaison shall act as the primary liaison between the County Clerk and the Jurisdiction. Nothing herein shall be deemed or construed to relieve the County Clerk or the Jurisdiction from their official responsibilities for the conduct of the Election. In addition, the County Clerk designates Cody Swanson as the alternate County Liaison (the “Alternate County Liaison”) in the event the Jurisdiction needs immediate assistance and the County Liaison is unavailable.

5. **Designated Election Official.** The Designated Election Official designated by the Jurisdiction in Section 18 below shall have primary responsibility for performing such duties and responsibilities as are assigned to the Jurisdiction under this Agreement or Applicable Law. The Jurisdiction shall also provide the name of an alternate contact in Section 18 (the “Alternate Designated Election Official”) in the event the County Clerk needs immediate assistance and the Designated Election Official is unavailable. The Designated Election Official or Alternate Designated Election Official shall be readily available and accessible during regular business hours, and at other times when notified by the County Liaison in advance, for the purposes of consultation and decision-making on behalf of the Jurisdiction regarding the Election. In addition, the Designated Election Official is responsible for receiving and timely responding to inquiries made by the Jurisdiction’s voters or others interested in the Jurisdiction’s election.

6. **Jurisdictional Limitation.** If the Jurisdiction encompasses territory outside of Jefferson County, State of Colorado, this Agreement shall be construed to apply only to that portion of the Jurisdiction within Jefferson County.

7. **Mail Ballot Election.** The County Clerk will conduct the Election as a Mail Ballot Election.

8. **Term.** The term of this Agreement shall commence on the date signed by the County Clerk (the “Effective Date”) and shall continue until all obligations of the Parties under this Agreement have been completed.

9. **County Clerk Duties.** The County Clerk shall perform the following duties for the Jurisdiction in connection with the Election, in conformance with, and as required by, Applicable Law:

   a. Voter Registration.

      i. Supervise, administer and provide the necessary voter registration forms and voter registration sites.

      ii. Conduct registration and voting in the County Clerk’s office and at other locations for the Jurisdiction.

   [The remainder of this page is intentionally left blank.]
b. Ballots.
   i. Lay out the ballot text.
   ii. Determine numbering on ballot issues or questions.
   iii. Provide ballot printing layouts and text for the Jurisdiction’s review and approval.
   iv. Mail ballots to voters.

c. Staff. Maintain and compensate a sufficient number of qualified staff in order to conduct the Election.

d. Election Judges. Appoint, train and compensate a sufficient number of election judges for each voter service and polling center and mail ballot processing center.

e. Voter Service and Polling Centers. Establish, staff, equip and operate the required number of voter service and polling centers.

f. Election Supplies. Provide all necessary equipment, ballots, forms and supplies to conduct the Election, including the County’s electronic voting equipment, as applicable.

g. Election Preparation.
   i. Provide all necessary electronic voting equipment, test ballots and computer equipment for the pre-Election voting system logic and accuracy testing (the “LAT”).
   ii. Prepare and conduct the LAT.

h. Early Voting and Election Day Activities.
   i. Provide telephone and in-person support during early voting and from 7:00 a.m. to 7:00 p.m. on Election Day.
   ii. Count ballots and furnish the Jurisdiction with the unofficial results of the Election via an online website.

i. Ballot Counting.
   i. Establish backup procedures and backup sites for ballot counting should counting equipment fail. In such event, ballot counting processes will be moved to a pre-determined site for the duration of the ballot counting process.
   ii. Provide personnel to participate, assist, conduct and oversee the ballot counting process.
j. Post-Election Audit, Canvass, Official Election Results and Recounts.
   i. Conduct, assist and oversee the Post-Election Audit.
   ii. Instruct and otherwise oversee the board of canvassers, which will be responsible for conducting a canvass of the Election and certifying the official abstract of votes cast for all candidates, ballot issues, and ballot questions in the Election.
   iii. Provide the Jurisdiction with a copy of the official Election results.
   iv. Conduct a recount, if required.

k. Recordkeeping
   i. Store Election records, including, but not limited to, all voted and unvoted ballots, voter affidavits, and Election canvass and results reports.

l. Call and Notice. Publish all Election notices. Publication of Election notices by the County Clerk shall satisfy the Jurisdiction’s publication requirements set forth in C.R.S. § 1-5-205.

m. No Expansion of Duties. Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those set forth in Applicable Law.

10. Jurisdiction Duties. The Jurisdiction shall perform the following duties in connection with the Election, in conformance with, and as required by, Applicable Law.

   a. Authority. Provide the County Liaison with a copy of an ordinance or resolution:
      (i) stating that the Jurisdiction has adopted the Uniform Election Code and that the Jurisdiction will participate in the Election in accordance with the terms and conditions of this Agreement; and
      (ii) authorizing the presiding officer of the Jurisdiction or other designated person to execute this Agreement. The Jurisdiction shall email the ordinance or resolution and a copy of the executed Agreement to logistics@jeffco.us by August 27, 2019.

   b. Maps and Legal Descriptions. If there are any changes in the boundaries of the Jurisdiction after January 1, 2019, furnish the County Liaison with the Jurisdiction’s shapefiles (point to point geometry using points, lines and area features to define the Jurisdiction’s boundaries) or updated address library files, including each Precinct, district/ward and the voting jurisdiction, no later than August 19, 2019.

   c. Petitions, Preparation and Verification. Perform all responsibilities required to certify any initiative petition(s) to the ballot.
d. Ballot Preparation.

i. No later than 3:00 p.m. on September 6, 2019, electronically transmit the ballot certification to the County Clerk via text document (preferably Microsoft Word – no PDF). The ballot certification shall include all ballot titles, ballot issues or questions in the exact order they need to appear on the ballot. The ballot certification shall not be embedded in an email and shall not contain any extraordinary (unique) formatting.

ii. Examples of extraordinary (unique) formatting not permitted in the ballot certification include, but are not limited to:

1. Text boxes
2. Charts
3. Spreadsheets
4. Strike-outs
5. Bolding
6. Symbols

iii. The Jurisdiction shall not assign a number to the ballot question/issue. The County will provide the Jurisdiction with the ballot number(s) after ballot certification.

iv. If the Jurisdiction fails to submit the ballot certification by 3:00 p.m. on September 6, the ballot certification may not be accepted by the County Clerk.

v. If there is insufficient space to print the entire ballot text, the Jurisdiction may be required to amend and re-submit the ballot certification. Additional costs may incur if the ballot text is excessive.

vi. The Jurisdiction shall inform all candidates for office to call the County Liaison at (303) 271-8115 between August 28, 2019 and 3:00 p.m. on September 6, 2019 and leave a message containing the following information:

1. Proper pronunciation of the candidate’s name;
2. Title of the office that the candidate is running for; and
3. Jurisdiction that the office is part of.

vii. The Jurisdiction shall be responsible for the legality of their certified ballot content.

viii. The Jurisdiction shall be responsible for proofing the layout and text of any official ballot before approving the printing of such ballot. The Designated Election Official shall send approval of the official ballot via electronic transmission to the County Clerk as set forth in the Notice section below. Once approved, the ballot content cannot be changed. The deadline to return the approval will be included in the instructions sent to the Jurisdiction requesting approval of the official ballot.
11. Pre and Post-Election Events

a. Logic and Accuracy Testing (LAT). If the Jurisdiction elects to participate in the LAT, the Designated Election Official shall submit the name of the Jurisdiction’s observer in writing to the County Clerk on or before 5:00 p.m. on September 20, 2019.

b. Post-Election Audit. If the Jurisdiction elects to attend and observe the Post-Election Audit, the Designated Election Official shall submit the name of the Jurisdiction’s observer to the County Clerk on or before 5:00 p.m. on October 21, 2019.

c. Canvass. If the Jurisdiction elects to attend and observe the Election canvass, the Jurisdiction shall submit the name of the Jurisdiction’s representative to the County Clerk on or before 5:00 p.m. on October 21, 2019.

d. Failure to Provide Notice. If the Jurisdiction fails to provide the above-described notices by the deadlines listed above, the County Clerk shall deem the failure to notify to be a decision by the Jurisdiction to not participate in or attend/observe the LAT, Post-Election Audit or the Election canvass, as applicable, and will act on behalf of the Jurisdiction, as appropriate.

12. Call and Notice. The County Clerk is solely responsible for publishing all Election notices required to be published by Applicable Law within Jefferson County. The Jurisdiction shall not publish any notice related to the Election without first obtaining the approval of the County Clerk. To request approval, the Jurisdiction shall provide the County Liaison with all relevant information related to the proposed publication, including a copy of the proposed notice, at least one (1) week prior to the Jurisdiction’s deadline for submitting the proposed notice to the publisher. The Jurisdiction shall bear full responsibility for any Election notices published without the County Clerk’s approval and shall comply with all instructions of the County Clerk to remedy any incorrect or improper notices.

13. Use and Confidentiality of Voter Records. The Jurisdiction shall be responsible for ensuring that any voter records received by the Jurisdiction are used for the sole purpose of conducting the Election. The Jurisdiction shall ensure that all voter records are maintained in accordance with the requirements of Applicable Law, including, without limitation, the Colorado Open Records Act, C.R.S. §§24-72-200.1, et. seq.

14. Compliance with Deadlines. The County Liaison will provide the Jurisdiction with a schedule of Election-related dates and deadlines, and the Jurisdiction shall comply with the deadlines provided.

[The remainder of this page is intentionally left blank.]
15. **Election Withdrawal or Cancellation.**

   a. The Jurisdiction may cancel an election of persons to office or withdraw a ballot issue or ballot question only as permitted by Applicable Law.

   b. If the Jurisdiction resolves to cancel an election of persons to office or withdraw a ballot issue or ballot question, then the Jurisdiction shall do the following:

      i. Provide the County Liaison with written notice of such determination immediately.

      ii. Within thirty (30) days after its receipt of an invoice from the County Clerk, pay the County Clerk its actual costs incurred in connection with a cancelled election or withdrawn ballot issue or question, which may include costs incurred both before and after receipt of the Jurisdiction’s notice of cancellation.

      iii. Provide public notice by publication of such cancellation or withdrawal as required by Applicable Law. A copy of such notice must be posted in the Jurisdiction’s offices and in the office of the County Clerk. The Jurisdiction shall also file a copy of the notice in the office of the Division of Local Government and notify any affected candidates that their election to office was canceled and that they were elected by acclamation.

16. **Shared Election Costs.** The Jurisdiction shall reimburse the County Clerk for the Jurisdiction’s pro-rated share of the Shared Election Costs. The Jurisdiction’s pro-rated share of the Shared Election Costs shall be calculated in accordance with the formula set forth in Exhibit A attached to, and incorporated into, this Agreement. If the Jurisdiction’s pro-rated share of the Shared Election Costs does not exceed $1,000, then the Jurisdiction shall reimburse the County Clerk in the amount of $1,000.

17. **Invoice.** The County Clerk shall submit to the Jurisdiction an invoice for the Jurisdiction’s pro-rated share of the Shared Election Costs, and the Jurisdiction shall remit to the County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt of an invoice will be subject to an interest charge of the lesser of 1.5% per month or the highest rate permitted under law.

[The remainder of this page is intentionally left blank.]
18. Notice.

a. Unless directed otherwise, all correspondence required to be given under this Agreement shall be deemed received if given by either of the following: (1) electronic transmission (as defined in subsection 18(b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; or (2) overnight carrier service or personal delivery, when received.

If to the County Liaison:
Cynthia Rasor
Jefferson County Elections Division
3500 Illinois Street Suite 1100
Golden CO 80401
Direct Phone: (303) 271-8115
Office Phone: (303) 271-8111
Email: logistics@jeffco.us

If to the Designated Election Official:
Name: Helen Neal
Jurisdiction: Jeffco Public Schools
Address: 1829 Denver West Dr.
City, State, Zip Code: Golden, CO 80401
Cell Phone: 303-674-6066
Office Phone: 303-982-6801
Email: helen.neal@jeffco.k12.co.us

If to the Alternate Designated Election Official:
Name: NA
Jurisdiction: 
Address: 
City, State, Zip Code: 
Cell Phone: 
Office Phone: 
Email: 

b. The Parties agree that: (1) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (2) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (3) at the request of either party, any such notice or communication shall be
re-delivered or re-executed, as appropriate, by the party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

19. **Amendment.** This Agreement may not be modified or amended except in writing signed by the Parties.

20. **Entire Agreement.** This Agreement and its Exhibits constitute the entire agreement between the Parties as to the subject matter hereof and supersede all prior or contemporaneous agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written, between the Parties.

21. **Indemnification.** The Parties understand and agree that liability for claims for injuries to persons or property arising out of the acts or omissions of either party is controlled and limited by the Colorado Constitution, the Colorado Governmental Immunity Act (§§ 24-10-101, et seq., C.R.S.), and the Risk Management Act (§§ 24-30-1501, et seq., C.R.S.). Each party shall be responsible for any and all claims incurred as a result of any alleged act or omission of the said Party and its employees, which occurred or is alleged to have occurred during the performance of their duties within the scope of their employment, except where such acts or omissions are willful and wanton.

22. **Conflict of Agreement with Law, Impairment.** In the event that any provision in this Agreement conflicts with Applicable Law, this Agreement shall be modified to conform thereto. No subsequent resolution or ordinance of the Jurisdiction shall impair the rights of the County Clerk or the Jurisdiction without the consent of the other Party.

23. **Time of Essence.** Time is of the essence in the performance of this Agreement. Any deadlines or other time limits set forth in Applicable Law shall apply to completion of the tasks required by this Agreement.

24. **No Third-Party Beneficiaries.** Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity not a party to this Agreement.

25. **Further Assurances.** The Parties shall execute any other documents and take any other action necessary to carry out the intent of this Agreement.

26. **Governing Law; Jurisdiction & Venue.** This Agreement and the rights of the Parties under it will be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to the conflicts of laws and rules of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation.
arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado.

27. **Headings.** The section headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

28. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

29. **Immunities Preserved.** It is the intention of the Parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunities Act, §24-10-101, C.R.S, et. seq.

30. **Execution by Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic transmission of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

[The remainder of this page is intentionally left blank.]
The Parties hereto have signed this Agreement as of the date indicated below.

JURISDICTION:

By: ____________________________
Name/Title: Ron Mitchell, President, Board of Education, Jeffco
Date: 6/6/19

JURISDICTION LEGAL COUNSEL - OPTIONAL

By: ____________________________
Name/Title: Craig Hess
Date: ____________________________

COUNTY CLERK:

CLERK AND RECORDER FOR THE
COUNTY OF JEFFERSON
STATE OF COLORADO

By: ____________________________
George Stern, Jefferson County Clerk & Recorder
Date: ____________________________

APPROVED AS TO FORM:

______________________________
Assistant County Attorney
EXHIBIT A

CALCULATION OF ELECTION COSTS FOR A JURISDICTION

1) Each ballot style is comprised of different combinations of jurisdictions on the ballot. For example, Ballot Style 1 might include the County and State only, Ballot Style 2 might include the County, the State and the Jurisdiction.

2) The County Clerk first determines the total number of active voters for each ballot style by utilizing a computer program after ballot information is entered into its system. Then, the total number of active voters for each jurisdiction by ballot style is determined by taking the total number of active voters for each ballot style and dividing this number by the number of jurisdictions participating in such ballot style. Using the scenario in number 1 above, if Ballot Style 2 had 99 voters, then each jurisdiction would be allocated 33 voters because three jurisdictions share that ballot style (99 divided by 3 = 33).

3) The total number of active voters a jurisdiction is allocated pursuant to the formula in number 2 above is then divided by the total number of active voters in the County. Using the example set forth above for Ballot Style 2, each jurisdiction is allocated 33 voters. Thus, 33 is divided by the total number of active voters to determine the percentage for which each jurisdiction is responsible in connection with Ballot Style 2. For example, if the total number of voters was 10,000, then each jurisdiction would be responsible for .33% for Ballot Style 2 (33 divided by 10,000 = .0033 or .33%).

4) After all ballot styles are tallied, the percentages for the ballot styles for each jurisdiction are added together to get jurisdiction’s grand total percentage. For example, if the Jurisdiction was included in three ballot styles and the Jurisdiction’s resulting percentages for the three ballot styles was 0.6%, 0.25%, and 3.5%, the sum of these percentages for the three ballot styles would result in a grand total of 4.35% (0.6 + 0.25 + 3.5 = 4.35%).

5) The resulting percentage grand total described in the formula in number 4 above is then used to determine a jurisdiction’s total cost for the election. For example, if the Jurisdiction’s grand total percentage was 4.35% and the total cost of the election was $200,000, then the Jurisdiction would owe $8,700.00 ($200,000 multiplied by .0435 = $8,700.00).

There is a $1,000 minimum charge, so no jurisdiction will be charged less than $1,000. All numbers used above are for illustration only. The Jurisdiction shall not assume the above examples reflect its actual or estimated cost for the Election. See also sample chart below for further illustration.

<table>
<thead>
<tr>
<th>[YEAR] [ELECTION TITLE]</th>
<th>[JURISDICTION]</th>
</tr>
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<tbody>
<tr>
<td><strong>STYLE NUMBER</strong></td>
<td><strong>NUMBER OF VOTERS</strong></td>
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<tr>
<td>TOTAL</td>
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TOTAL PERCENTAGE FOR [JURISDICTION]
AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND JEFFERSON COUNTY SCHOOL DISTRICT R-1 FOR THE CONDUCT OF A 2019 COORDINATED GENERAL ELECTION

THIS Intergovernmental Agreement ("Agreement") is made and entered into this 6th day of June, 2019, by and between JEFFERSON COUNTY SCHOOL 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." The Jurisdiction and City hereby enter into the following Intergovernmental Agreement regarding the conduct of the 2019 Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter referred to as the "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1, as amended. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the City and County Clerk and Recorder'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 ballot on November 5, 2019, and

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

WHEREAS, the 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, 2019 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 designated election officials 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, C.R.S. for Jurisdiction’s portion of the ballot and submit to the Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the 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 Clerk in written form and via email in a Microsoft Word document, or as a shared Google Doc, with no formatting (i.e., bullets, indentation, bolding, etc.), in sans serif font and font size of at least 10 or as otherwise specified by the Clerk. Within twenty-four (24) hours of receiving a “proof-ready” copy of the ballot text from the 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 copy only within the twenty-four (24) hour period. After that, the ballots will be printed.

d. Provide an audio copy of all 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. (1) Except as provided in subsection (2) of this section, the affidavit of intent for write-in candidates shall be filed by the close of business on the sixtieth day before the election.
(2) In a nonpartisan election, the affidavit of intent shall be filed by the close of business on the sixty-fourth day before the election. If the election is to be coordinated by the county clerk and recorder, the designated election official shall forward a copy of the affidavit of intent to the coordinated election official.

   f. Accept affidavits of intent to accept write-in candidacy up until close of business on the sixty-fourth day prior to the election and provide a list of valid affidavits received to the Clerk pursuant to §§ 1-4-1101 and 1102, C.R.S.

   g. Publish or post within the Jurisdiction any notices or ballots if required in addition to County publications set forth in paragraph 4.b herein, which notice may incorporate the County Clerk’s notice pursuant to § 1-5-205, C.R.S.

   h. (1) The Jurisdiction shall reimburse the City for its prorated share of the actual costs of the coordinated election and, if the Jurisdiction has a TABOR issue on the ballot, all direct costs associated with the printing and mailing of the Jurisdiction's TABOR notice package.

      (2) The proration rate for actual costs of the 2019 election shall be not more than $1.50 per active voter, and not less than $1.00 per active voter. The active voter count shall be based on the number of active voters in the Jurisdiction that reside in the City and County of Broomfield as of the close of election activity as shown in the statewide voter registration system.

      (3) The Jurisdiction shall be responsible for all direct costs of printing and mailing the TABOR Notice for the Jurisdiction. The costs of printing and mailing the TABOR Notice shall be in addition to the prorated amount for actual election costs. The Jurisdiction shall not be responsible for any TABOR Notice expenses if the Jurisdiction does not have a TABOR issue on the ballot.

   (4) The minimum charge for election expenses for each Jurisdiction shall be $350.

   (5) The City shall submit to the Jurisdiction an invoice for all expenses incurred under this Agreement, and the Jurisdiction shall remit to the City the total payment upon receipt of such invoice.

   (6) If the Jurisdiction cancels the election before Section
20, Article X notices are due to the City and prior to the Clerk incurring any expenses, the Jurisdiction shall not be obligated for any expenses.

(7) The Jurisdiction shall be responsible for costs of recounts pursuant to § 1-10.5-101, 1-10.5-103 or 1-11-215, C.R.S., except for costs collected from an “interested party” pursuant to § 1-10.5-106, C.R.S.

i. Designate an "election officer" who shall act as the primary liaison between the Jurisdiction and the Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. On Election Day, the Jurisdiction shall provide election support by telephone and/or in person, as requested by the Clerk.

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

k. 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 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.

l. 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 for and against ballot issues pursuant to § 1-7-901, 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 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, or as a shared Google Doc, to and received by the Clerk no less than 43 days prior to the election. No portion of this paragraph shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues. Final TABOR ballot issue notice text shall be submitted to the Clerk in hard copy and via email in a Microsoft Word document, or as a shared Google Doc, in sans serif font and font size of at least 10 or as otherwise
specified by the Clerk.

ii. Within 24 hours of receiving a “proof” copy of the TABOR notice text from the Clerk, the Jurisdiction shall proof and authorize the text and layout of its portion of the notice via email prior to the printing of notices. The Jurisdiction will be allowed to make corrections to the notice proof-ready copy only within that one day. After that, the notices will be printed.

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

4. Duties of the Clerk

The Clerk agrees to perform the following tasks and activities:

a. Except as otherwise expressly provided for in this Agreement, to act as the coordinated election official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the 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 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 paragraph 3.h herein.

c. Provide places for voter registration, in-person voting, and application for and issuance of original and replacement mail ballots. Provide for the issuance and acceptance of electronic mail-in ballots to be cast by overseas military personnel in accordance with C.R.S. § 1-8.3-101 et seq. C.R.S.

d. Designate a contact to act as a primary liaison or contact between the Jurisdiction and the Clerk.

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

f. Identify the members of the Board of Canvassers eligible for receiving a fee. Select and appoint a Board of Canvassers to canvass the votes; said Board shall consist of Canvassers appointed consistent with the statutory requirements for a Canvass Board in a partisan election, and may, at the discretion of the Clerk, as directed by the Broomfield City Council, include up to two Broomfield registered voters who were registered as unaffiliated voters at the time of the last general election and who have remained unaffiliated through the time of appointment. The 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 Clerk in the time and manner required by the Code.

g. 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 Clerk shall perform the following services and activities for the Jurisdiction’s election:

i. Determine the least cost method for mailing 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 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 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 Clerk from sending the TABOR notice or notice package to persons other than electors of the Jurisdiction if such sending arises from the 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 §§ 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 5, 2019, notice of such cancellation shall be provided by the Jurisdiction to the 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 Clerk at:

Broomfield City and County Clerk
One DesCombes Drive
Broomfield, Colorado 80020
(303) 464-5898
jrobinson@broomfield.org
The Jurisdiction notice shall be given to the Jurisdiction at:

Jefferson County School District R-1
1829 Denver West Dr., Building 27, 4th Floor
Golden, CO  80401
helen.neal@jeffco.k12.co.us

DATED this 6th day of June, 2019.

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:

Pat Gilbert
Deputy City & County Attorney

Jennifer Robinson
City and County Clerk
NAME OF JURISDICTION

Jefferson County School District R-1

BY: Ron Mitchell
President, Board of Education

APPROVED AS TO FORM:

Attorney for Jurisdiction

ATTEST:

Amanda Stevens
Secretary, Board of Education

STATE OF COLORADO    )
                      ) ss.
County of ____________ )

The foregoing instrument was acknowledged before me this ____ day of
____________________ 2019, by ____________________ as

______________________

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: __________________________