

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF
BROOMFIELD AND ADAMS 12 FIVE STAR SCHOOLS FOR THE CONDUCT OF A 2016 GENERAL
ELECTION

THIS Intergovernmental Agreement ("Agreement") is made and entered into this _____ day of _____, 2016, by and between ADAMS 12 FIVE STAR SCHOOLS, 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 2016 General 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 8, 2016, 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 8, 2016 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 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 Arial font and font size of 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 64th 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 ¶ 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 2016 election shall be \$1.50 per active eligible voter if there is no statewide question or

statewide issue, or \$0.90 per active, eligible voter if there is a statewide question or statewide issue. The active, eligible voter count shall be based on the number of active, eligible 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 \$200.

(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 its 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 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. 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 Arial font and font size of 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 business 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 ¶ 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 8, 2016, 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
jcandelarie@broomfield.org

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

Adams 12 Five Star Schools
1500 E. 128th Avenue
Thornton, CO 80241
720-972-4007
frances.mullins@adams12.org

DATED this _____ day of _____, 2016.

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

Charles Ozaki
City and County Manager
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

ATTEST:

William Tuthill
City & County Attorney

Jim Candelarie
City and County Clerk

