

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 10th day of August, 2009, by and between the **CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO** ("County Clerk") and the **JEFFERSON COUNTY SCHOOL DISTRICT R-1** ("Jurisdiction"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, the County Clerk and the Jurisdiction shall enter into an agreement for the administration of their respective duties concerning the conduct of the coordinated election to be held on November 3, 2009 ("Election"); and

WHEREAS, the County Clerk and the Jurisdiction are authorized to conduct elections as provided by law; and

WHEREAS, the County Clerk will conduct the Election as a "coordinated mail ballot election" as such term is defined in the Uniform Election Code of 1992, Title 1, C.R.S., as amended ("Code") and the Current Rules and Regulations Governing Election Procedures adopted by the Secretary of State, as amended ("Rules"); and

WHEREAS, the Jurisdiction has certain candidates, ballot issues and/or ballot questions to present to its eligible electors and shall participate in this coordinated election; and

WHEREAS, the County Clerk and the Jurisdiction have determined that it is in the best interests of Jefferson County, the Jurisdiction and their respective inhabitants to cooperate and contract concerning the Election upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I PURPOSE AND GENERAL MATTERS

1.01 **Goal.** The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the Jurisdiction to conduct the Election and to pro-rate the cost thereof.

1.02 **Coordinated Election Official.** The County Clerk shall act as the Coordinated Election Official in accordance with the Code and Rules and as such shall conduct the Election for the Jurisdiction for all matters in the Code and the Rules which require action by the Coordinated Election Official.

The County Clerk designates Joshua B. Liss as the "Contact Officer" to act as the primary liaison between the County Clerk and the Jurisdiction. The Contact Officer shall act under the authority of the County Clerk and shall have the primary responsibility for the coordination of the Election with the Jurisdiction and completion of procedures assigned to the County Clerk hereunder. 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.

1.03 **Designated Election Official.** The Jurisdiction designates Helen E. Neal as its "Election Officer" to act as primary liaison between the Jurisdiction and Contact Officer. The Election Officer shall have primary responsibility for the Election procedures to be handled by the Jurisdiction. Except as otherwise provided in this Agreement, the Election Officer shall act as the "Designated Election Official" for all matters under the Code and the Rules which require action by the Designated Election Official. From the date of the last party's execution of this Agreement through canvass of the Jurisdiction's election following the Election, the Election Officer shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer in advance, for the purposes of consultation and decision-making on behalf of the Jurisdiction. In addition, the Election Officer is responsible for receiving and timely responding to inquiries made by their voters or others interested in the Jurisdiction's election.

1.04 **Jurisdictional Limitation.** The Jurisdiction encompasses territory within Jefferson County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Jefferson County.

1.05 **Term.** The term of this Agreement shall be from the date of the last party's execution until December 31, 2009 and shall apply only to the November 3, 2009 election.

ARTICLE II DUTIES OF THE COUNTY CLERK

2.01 **County Clerk Duties.** The County Clerk shall perform the following duties for the Election for the Jurisdiction:

A. Voter Registration.

1. Supervise, administer and provide the necessary facilities and forms for all regular voter registration sites.

2. Notify the Jurisdiction of the certified number of registered electors residing within the Jurisdiction as of the close of the registration books on the twenty-ninth (29th) day prior to the Election.

B. Ballot Preparation.

1. Layout the text of the ballot in a format that complies with the Code and the Rules.
2. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction.
3. Certify the ballot content to the printer(s).
4. Contract for mailed ballot packets with a vendor acceptable to the County Clerk and remit payment directly to the vendor.

C. Voter Lists.

1. Upon request of the Jurisdiction, create a list of the registered voters containing the names and addresses of each elector registered to vote in the Jurisdiction. The Jurisdiction shall pay the County Clerk for the cost of such list at the County Clerk's standard rate.
2. Upon request of the Jurisdiction, certify the registration list to the designated representative(s) of the Jurisdiction.

D. Staff. Appoint and train a sufficient number of qualified staff to adequately serve the number of electors registered to vote at the coordinated election. The Jurisdiction shall pay a percentage of the total cost for the staff (*cost will be determined by using total hours worked by staff from the registration cut-off date of October 5, 2009 through election day, November 3, 2009*). Such percentage shall be determined by dividing the number of voters in the Jurisdiction by the total number of voters in the County (*based upon the total number of registered voters at the cut-off date*).

E. Mail Ballots. Mail the ballot packets as required by the Code and the Rules.

F. Absentee Voting.

1. Conduct absentee and emergency voting in the County Clerk's office for the Jurisdiction as required by the Code.
2. Obtain and provide all ballots and supplies necessary for absentee and emergency voting and replacement ballots.

G. Election Supplies. Provide all necessary equipment, forms and supplies to conduct the Election, including the County's electronic vote counting equipment. The Jurisdiction is to be charged the pro-rated costs (as defined in Article IV) of any computer

programs which will count the voted ballots as well as pre-election preventive maintenance and on-site technical personnel on Election night.

H. Election Day Preparation.

1. Prepare a test deck for the pre-election logic and accuracy test to be conducted prior to the counting of ballots in accordance with C.R.S. §1-7-509(2) and the Rules.

2. Provide necessary electronic vote tabulating equipment (computer), personnel properly trained in electronic tabulating equipment, facility and equipment and to arrange for computer running time as necessary for the pre-election logic and accuracy test and for Election day.

I. Intentionally Omitted.

J. Election Day Activities.

1. Provide Election day telephone and in person support from 6:00 a.m. to the conclusion of the count on Election night.

2. Inspect voted ballots, count the ballots and furnish the Jurisdiction with unofficial results of the Election.

K. Counting the Ballots.

1. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.

2. Establish backup procedures and backup sites for the counting of the Election 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 a predetermined and pretested site for the duration of the Election counting procedures.

3. Provide personnel to participate in the ballot counting procedures as accomplished by any electronic vote tabulating equipment used in the Election. The Jurisdiction personnel shall participate with personnel from the County Clerk's Office to ensure Jurisdiction participation in each of the electronic vote tabulating procedures that shall be used.

L. Certification of Results.

1. Appoint, instruct and otherwise oversee the board of canvassers.

2. Certify the results of the Jurisdiction's Election within the time required by law and forthwith provide the Jurisdiction with a copy of all Election statements and certificates which are to be created under the Code.

3. In the event a recount is necessary, conduct a recount in accordance with the law.

4. Conduct the post-election audit of voting equipment and vote-counting equipment, in accordance with C.R.S. §1-7-509 and the Rules.

M. Storage and Records.

1. Store all election records as required by law. Store all voted and unvoted ballots for that time required by the Code, store voter affidavits of electors who cast ballots in the Election for a minimum of twenty-five (25) months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenge or other legal questions that might arise regarding the Election.

2. Capture the vote history for the County Election Department's vote history file by County precinct.

Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those duties set forth in the Code or the Rules.

**ARTICLE III
DUTIES OF JURISDICTION**

3.01 **Jurisdiction Duties.** The Jurisdiction shall perform the following duties for the Election:

A. Authority. Provide the County Clerk with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the Code and that the Jurisdiction will participate in the coordinated Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.

B. Call and Notice. Publish all notices relative to the Election as required by the Code, the Rules, the Jurisdiction's Charter and any other statute, rule or regulation.

C. Intentionally omitted.

D. Petitions, Preparation and Verification. Perform all responsibilities required to certify any candidate and/or initiative petition(s) to the ballot.

E. Ballot Preparation.

1. Submit a copy of the list of Candidates, Ballot Issues and/or Ballot Questions and the titles and summaries of each Ballot Issue or Ballot Question to the County Clerk in computer email, CD or diskette format exactly as the list is to be printed on the ballot pages no later than September 4, 2009 at 3:00 p.m.

2. Proof the layout and text of the official ballot before authorizing the printing of the ballot by signature approval to the County Clerk.

F. Election Day Preparation. The Jurisdiction shall be responsible for providing a minimum of one (1) person to represent the Jurisdiction at the pre-election logic and accuracy test conducted pursuant to C.R.S. §1-7-509(2) and Rule 11.5; and a minimum of one (1) person to represent the Jurisdiction on the Canvass Board, which shall be established as provided in C.R.S. §§1-10-202 through 1-10-205. The name of the representative shall be submitted to the Contact Officer on or before October 19, 2009, the 15th day prior to the election.”

G. Intentionally Omitted.

H. Counting the Ballots. Participate in each of the electronic vote tabulating procedures that shall be used.

3.02 Cancellation of Election by the Jurisdiction. In the event that the Jurisdiction resolves not to hold the Election, then notice of such resolution shall be provided to the County Clerk immediately. The Jurisdiction shall within thirty (30) days promptly pay the County Clerk the full actual costs of the activities of the County Clerk relating to the Election incurred both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication (as defined in the Code) of the cancellation of the Election and a copy of the notice shall be posted in the Office of the County Clerk, in the office of the Designated Election Official (as defined in the Code), at the primary building of the Jurisdiction, and, if the Jurisdiction is a special district, in the office of the division of local government. The Jurisdiction shall not cancel the Election after the 25th day prior to the Election.

ARTICLE IV COSTS

4.01 Election Costs. The Jurisdiction shall pay the pro-rated costs (defined below) for all services, equipment, forms and supplies provided by the County Clerk pursuant to this Agreement. In addition, the Jurisdiction shall pay the pro-rated costs for all County employee overtime and temporary employee regular and overtime solely related to the preparation and conduct of the Election at each employee's rate or One Thousand Dollars (\$1,000), whichever is greater. The Jurisdiction's pro-rated costs shall be determined in accordance with the formula set forth in Exhibit A attached hereto and incorporated herein by this reference.

4.02 Invoice. The County shall submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement and the Jurisdiction shall remit to the County the

total payment upon receipt of such invoice. Any amount not paid within sixty (60) days after the date of the invoice will be subject to late interest at the lesser of the rate of 1 ½% per month or the highest rate permitted by applicable law.

**ARTICLE V
MISCELLANEOUS**

5.01 **Notices.** Any and all notices required to be given to the Parties by this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax was received; to the address of the Parties as set forth below or to such Party or addresses as may be designated hereafter in writing.

To County Clerk: Pamela Y. Anderson
 Jefferson County Clerk and Recorder
 Jefferson County Government Center
 100 Jefferson County Parkway
 Golden, Colorado 80419

with a copy to: Jefferson County Attorney
 Jefferson County Government Center
 100 Jefferson County Parkway
 Golden, Colorado 80419

To Jurisdiction: Jefferson County School District R-1
 1829 Denver West Drive
 Building 27, Suite 406
 Golden, Co 80401-0001
 Attn: Helen E. Neal

5.02 **Amendment.** This Agreement may be amended only in writing and following the same formality as the execution of this Agreement.

5.03 **Integration.** The Parties acknowledge that this Agreement constitutes the sole agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

5.04 **Indemnification.** To the extent permitted by law, each party agrees to indemnify, defend and hold harmless the other party, its agents, officers and employees from any and all losses, costs (including attorney's fees and court costs), demands or actions arising out of or related to any actions, errors or omissions relating to the duties and responsibilities of the indemnifying party in the conduct of the Election.

5.05 **Conflict of Agreement with Law, Impairment.** In the event that any provision in this Agreement conflicts with the Code, other statute or valid prior resolution or ordinance duly adopted by the Jurisdiction, this Agreement shall be modified to conform to such law or resolution. No subsequent resolution or ordinance of the Jurisdiction shall impair the rights of the County Clerk or the Jurisdiction hereunder without the consent of the other party to this Agreement.

5.06 **Time of Essence.** Time is of the essence of this Agreement. The time requirements of the Code and the Rules shall apply to completion of the tasks required by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement.

ATTEST:

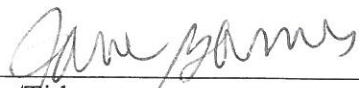
CLERK AND RECORDER FOR THE
COUNTY OF JEFFERSON
STATE OF COLORADO

By _____
Pamela Y. Anderson
Date _____

ATTEST:

JEFFERSON COUNTY SCHOOL
DISTRICT R-1


Sue Marinelli
Secretary

By 
Name/Title Jane Barnes, 1st Vice President
Date August 10, 2009

APPROVED AS TO FORM:

APPROVED AS TO FORM
AND CONTENT:

By _____
David R. Wunderlich
Assistant County Attorney

By 
Name Allen Taggart
School Legal Counsel

HOW TO FIGURE OUT THE ELECTION COST FOR AN ENTITY

- 1) Each ballot style is comprised of different combinations of entities on the ballot. For example ballot style 1 might be the County and State only, ballot style 2 might be County, State, and the Jurisdiction.
- 2) The total number of voters in each ballot style is determined. These numbers can be ascertained by running a computer program once the ballot style information is entered into the system. Then the total number of voters for each entity in a ballot style is determined by taking the total number of voters in each ballot style and dividing it by the number of entities in the ballot style. If, using the explanation in number 1, ballot style 2 had 100 voters, then each entity would have 33 voters because three entities share the ballot style.
- 3) The total number of voters a certain entity is responsible for in a ballot style is divided by the total number of registered voters. The decimal point must be moved over two places to the right. This will determine the percentage that the entity is responsible for in that ballot style.
- 4) After all ballot styles are completed, a running tally of the percentage numbers is done for each entity to get the grand total of percentage. For example, if the Jurisdiction's percentage numbers in the ballot styles were .6%, .25%, and 3.5% the grand total of responsibility would be 4.125%.
- 5) That percentage grand total is used to find out how much the entity owes for the election. If the Jurisdiction's percentage is 4.125% and the total cost of the election is \$200,000, then the Jurisdiction would owe \$8250.00. The decimal point must be moved back two places to the left to make it whole dollars and not percent.

There is a \$1000 minimum so no entity would be charged less than that. All numbers used in the above explanation are for example and discussion purposes only and are not to be assumed the amount owed or the estimated amount owed in an election.

(YEAR) (ELECTION TITLE)
(ENTITY'S)

STYLE NUMBER	NUMBER OF VOTERS	DIVIDE BY THE NUMBER OF ENTITIES	TOTAL VOTERS PER ENTITY	DIVIDE BY TOTAL NUMBER OF BALLOTS ISSUED IN JEFFCO	PERCENTAGE PER ENTITY
TOTAL				(000,000)	

TOTAL PERCENTAGE FOR (ENTITY)

Exhibit A

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