

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF  
BROOMFIELD AND JEFFERSON COUNTY PUBLIC SCHOOLS FOR THE CONDUCT OF A 2012  
GENERAL ELECTION

THIS Intergovernmental Agreement ("Agreement") is made and entered into this 7th day of June, 2012, by and between Jefferson County Public 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 a 2012 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 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 vote center on November 6, 2012, 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 "Clerk," 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 6, 2012 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 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 with no formatting (i.e., bullets, indention, 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 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. 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 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 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.

f. Accept affidavits of intent to accept write-in candidacy up until close of business on September 7, 2012 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. 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. The pro-ration rate shall be a base of \$0.25 per eligible voter plus \$0.10 per ballot question per voter. 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 the number of eligible voters or 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 City and County of Broomfield and prior to the 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, 1-10.5-103 or 1-11-215, C.R.S., except for costs collected from an “interested party” pursuant to § 1-10.5-106.

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. The election officer may attend and observe any ballot testing or count, as scheduled by the 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 Clerk.

j. 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.

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 and transmit to the Clerk the final text and order of all required TABOR notices concerning Jurisdiction ballot issues in the time and manner required by §§ 1-7-901 through 904, C.R.S. Said final text shall be submitted to the 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 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.

iv. 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.

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 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 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 early voting and application for and issuance of mail-in ballots at the George DiCiero City and County Building, One DesCombes Drive, Broomfield, Colorado. Early voting shall take place during the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday, October 22 through 27, 2012 and Monday through Friday October 29 through November 2, 2012. 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.

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. Identify the members of the Board of Canvassers eligible for receiving a fee, and bill the Jurisdiction. 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 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 Clerk in writing of those appointments not later than 30 days prior to the election. 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.

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 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 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 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 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 6, 2012, 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:

Helen E. Neal, chief of staff  
Board of Education/Superintendent's Office  
1829 Denver West Dr., Bldg. 27  
Golden CO 80401  
303-982-6801  
hneal@jeffco.k12.co.us

DATED this 7th day of June, 2012.

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

---

Pat Quinn Mayor  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:

ATTEST:

---

City & County Attorney

---

City and County Clerk

NAME OF JURISDICTION

Board of Education

BY: Lesley Dahlkemper

Lesley Dahlkemper

President, Jeffco Public Schools Board of Education

APPROVED AS TO FORM:

Allen Taggart

Allen Taggart

Attorney for Jurisdiction

ATTEST:

Jill C. Fellman

Jill C. Fellman

Secretary, Jeffco Public Schools

Board of Education

STATE OF COLORADO )

) ss.

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by \_\_\_\_\_ as

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_