

## INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

### THIS INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

(this "Agreement"), dated for reference purposes only this \_\_\_\_ day of \_\_\_\_\_ 2017, is by and between the CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO ("County Clerk") and the \_\_\_\_\_ (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:

### ARTICLE I DEFINITIONS

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

**1.01 "Code" or "Uniform Election Code"** means the Uniform Election Code of 1992, C.R.S. Title 1, as amended, and any other title of the Colorado Revised Statutes governing the participating Jurisdiction's election matters, as well as the Colorado Constitution and the Rules (as defined below).

**1.02 "Coordinated Election Official"** means the Jefferson County Clerk and Recorder.

**1.03 "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.

**1.04 "Contact Officer"** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer 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.

**1.05 “Designated Election Official”** (or “DEO”) means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.

**1.06 “Election”** means the Coordinated Election to be held on November 7, 2017.

**1.07 “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 (See C.R.S. § 1-7.5-101 to 1-7.5-210).

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

**1.09 “Rules”** means the current rules and regulations governing election procedures adopted by the Colorado Secretary of State, as amended.

## **ARTICLE II PURPOSE AND GENERAL MATTERS**

**2.01 Purpose.** The purpose of this Agreement is to set forth the Parties’ respective tasks in order to conduct the Coordinated Election and to allocate the cost thereof. Pursuant to C.R.S. §1-7-116(2), the County Clerk and the Jurisdiction shall enter into an agreement no later than August 29, 2017 for the administration of their respective duties concerning the conduct of a coordinated election.

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

**2.03 Contact Officer.** The County Clerk designates Cody Swanson as the Contact Officer to 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.

**2.04 Designated Election Official.** The Jurisdiction designates \_\_\_\_\_, as its Designated Election Official. The DEO shall have primary responsibility for the Election procedures to be handled by the Jurisdiction in accordance with the Code. The DEO shall provide the name of an alternate contact in Section 6.01 below (the “Alternate Contact”) in the event the County Clerk needs immediate assistance and the DEO is unavailable. The DEO or Alternate Contact shall be readily available and accessible during regular business hours, and at other times when notified by the Contact Officer in advance, for the purposes of consultation and decision-making on behalf of the Jurisdiction regarding the Coordinated Election. In addition, the DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in the Jurisdiction’s election. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct such task.

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

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

**2.07 Term.** The term of this Agreement shall commence on August 4, 2017 (the “Effective Date”), and shall continue until all obligations under this Agreement have been completed with respect to the Coordinated Election held in 2017.

### **ARTICLE III DUTIES OF THE COUNTY CLERK**

The County Clerk shall perform the following duties for the Jurisdiction in conformance with, and as required by, the Code:

**3.01 Voter Registration.**

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

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

**3.02 Ballots.**

**3.02.1** Layout the ballot text.

**3.02.2** Determine numbering of the ballot issues or questions.

**3.02.3** Provide ballot printing layouts and text for the Jurisdiction’s review and approval.

**3.02.4** Mail ballots to voters.

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

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

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

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

**3.07 Election Preparation.**

**3.07.1** Provide necessary electronic voting equipment, personnel and computer equipment for the pre-election logic and accuracy testing.

**3.07.2** Prepare and run pre-election logic and accuracy testing.

**3.08 Early Voting and Election Day Activities.**

**3.08.1** Provide telephone and in-person support during early voting and from 6:00 a.m. to the conclusion of the voting on Election night.

**3.08.2** Count ballots and furnish the Jurisdiction with unofficial results of the Election via an online website.

**3.09 Counting the Ballots.**

**3.09.1** Establish backup procedures and backup sites for ballot counting should counting equipment fail. In such event, counting processes will be moved to a predetermined site for the duration of Election counting process.

**3.09.2** Provide personnel to participate, assist, conduct and oversee the ballot counting process.

**3.10 Certifying Results.**

**3.10.1** Appoint, instruct and otherwise oversee the board of canvassers.

**3.10.2** Conduct the post-election.

**3.10.3** Conduct a canvass.

**3.10.4** Certify the results of the Jurisdiction's Election.

**3.10.5** Provide the Jurisdiction with a copy of the official Election results.

**3.10.6** Conduct a recount, if required.

**3.11 Recordkeeping.** Store all election records, including but not limited to, all voted and unvoted ballots, voter affidavits, election canvass and results reports.

**3.12 Call and Notice.** Publish notices relative to the Election. Publication of Election notices by the County Clerk shall satisfy the publication requirement of the Jurisdiction participating in the Coordinated Election as set forth in C.R.S. § 1-5-205.

**3.13 No Expansion of Duties.** Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those set forth in the Code.

## **ARTICLE IV DUTIES OF JURISDICTION**

**4.01 Jurisdiction Duties.** The Jurisdiction shall perform the following duties:

**4.01.1 Authority.** Provide 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. Email a copy of the ordinance or resolution to [logistics@jeffco.us](mailto:logistics@jeffco.us) by August 29, 2017.

**4.01.2 Maps and Legal Descriptions.** If there have been any changes in the boundaries of the Jurisdiction after January 1, 2017, the Jurisdiction shall furnish the Contact Officer with maps or updated address library files including each precinct, district/ward and the voting jurisdiction no later than August 21, 2017.

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

**4.01.4 Ballot Preparation.**

**4.01.4.1** No later than 3:00 p.m. on September 8, 2017, the Jurisdiction shall electronically transmit the ballot certification via text document (preferably Microsoft Word). The certification shall include all ballot titles, candidates, ballot issues or questions in the exact order they need to appear on the ballot. The ballot certification *shall not* contain any extraordinary (unique) formatting. Examples of extraordinary (unique) formatting *not* permitted in the ballot certification, include, but are not limited to:

- Text boxes
- Charts
- Spreadsheets
- Strike-outs
- Bolding
- Symbols

**4.01.4.2** Provide the audio recording of all candidate names for the Jurisdiction's portion of the ballot by having the candidates call (303) 271-8115 and follow the recorded instruction no later than the ballot certification deadline of September 8, 2017 at 3:00 p.m. The information shall include the candidate's name, jurisdiction and title of the office.

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

**4.01.4.4** The Jurisdiction shall be responsible for proofing the layout and text of any official ballot before approving the printing of such ballot. The DEO shall send approval of the official ballot via electronic transmission to the County Clerk as set forth in the Notice section below. The deadline to return the approval will be included in the instructions sent to the Jurisdiction requesting approval of the official ballot.

**4.01.5 Election Preparation.** At the Jurisdiction's discretion, the Jurisdiction may designate an individual to represent the Jurisdiction at the pre-election logic and accuracy testing required by Code and the canvass. The Jurisdiction's representative must be an eligible elector residing in Jefferson County.

**4.01.5.1 Pre-Election Logic and Accuracy Testing Notice.** If the Jurisdiction decides to participate in the pre-election logic and accuracy testing, the name of the Jurisdiction's representative must be submitted in writing to the County Clerk on or before 5:00 p.m. September 29, 2017.

**4.01.5.2 Canvass Notice.** If the Jurisdiction decides to participate in the 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 23, 2017.

**4.01.5.3 No Participation Notice.** If the Jurisdiction chooses not to participate in either the pre-election logic and accuracy testing or the canvass, the DEO shall notify the County Clerk in writing no later than 5:00 p.m. September 29, 2017. If the Jurisdiction elections not to participate, the notice shall contain a statement authorizing the County Clerk to act on the behalf of the Jurisdiction in order to conduct either, or both, of the following election preparation duties:

Pre-election logic and accuracy testing  
Canvass

**4.01.5.4 No Response.** In the event the County Clerk does not receive notification from the Jurisdiction regarding its decision relating to the pre-election logic and accuracy testing and/or the canvass, then the County Clerk shall deem the failure to notify to be a decision by the Jurisdiction to not participate in either of the pre-election logic and accuracy testing or the canvass. As such, the County Clerk will act on behalf of the Jurisdiction to conduct either, or both, the pre-election logic and accuracy testing and the canvass as applicable.

**4.01.5.5 Failure to Attend the Logic and Accuracy Testing or the Canvass.** In the event, the Jurisdiction has elected to send a representative to either, or both, the pre-election logic and accuracy testing or the canvass, but the Jurisdiction's representative fails to attend, then the County Clerk will act on behalf of the Jurisdiction to conduct either, or both, the pre-election logic and accuracy testing and the canvass, as applicable.

**4.01.6 Handling Information.** The Jurisdiction must ensure that any voter records received will be used for the sole purpose of conducting a local government election in accordance with Colorado law. The Jurisdiction must maintain these records in accordance with the Colorado Open Records Act and Colorado law.

**4.01.7 Compliance with Deadlines.** A schedule of Election related dates and deadlines will be provided to the Jurisdiction by the County Clerk and the Jurisdiction shall comply with the deadlines provided.

**4.02 Cancellation of Election by the Jurisdiction.** If the Jurisdiction resolves not to hold the Election, then written notice shall be delivered to the Contact Officer immediately; provided, however that the Jurisdiction shall not cancel the Election after the 25th day prior to the Election. If the Jurisdiction cancels the Election, it shall pay the County Clerk its actual costs relating to the Election, which may include costs incurred both before and after receipt of the Jurisdiction's notice of cancellation, within 30 days after cancellation. The Jurisdiction shall provide notice by publication (as defined in the Code) of the cancellation of the Election. A copy of such notice must be posted at each voter service and polling center of the political subdivision, in the office of the Designated Election Official, and in the office of the Clerk and Recorder.

## **ARTICLE V COSTS**

**5.01 Election Costs.** The Jurisdiction shall pay its pro-rated share of Elections costs for all Election services, including, without limitation, 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, supply costs, training and criminal background checks. If total costs do not exceed \$1,000, then the Jurisdiction shall pay \$1,000. The Jurisdiction's pro-rated costs shall be determined in accordance with the formula set forth in Exhibit A attached to, and incorporated into, this Agreement.

**5.02 Invoice.** The County Clerk shall submit to the Jurisdiction an invoice for all expenses incurred under this Agreement 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.

**ARTICLE VI  
MISCELLANEOUS**

**6.01    Notice.**

**6.01.1** Unless directed otherwise, all correspondence required to be given under this Agreement shall be deemed received if given by any one of the following: (1) electronic transmission (as defined in subsection 6.01.2 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; (2) overnight carrier service or personal delivery, when received; (3) first class mail, postage prepaid, three (3) business days after being deposited in the United States mail.

If to the County Clerk to the Contact Officer:

Cody Swanson  
Jefferson County Clerk and Recorder's Office  
Elections Division  
3500 Illinois Street. Suite 1100  
Golden CO 80401  
Phone: (303) 271-8108  
Email: [logistics@jeffco.us](mailto:logistics@jeffco.us)

If to the Jurisdiction to the Designated Election Official:

DEO Name: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

If to the Alternate Contact:

Alternate Contact Name: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



**6.01.2** 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.

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

**6.03 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.

**6.04 Indemnification.** The parties hereto 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..

**6.05 Conflict of Agreement with Law, Impairment.** In the event that any provision in this Agreement conflicts with the Code, the Rules, statute or resolution or ordinance duly adopted by the Jurisdiction, 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.

**6.06 Time of Essence.** Time is of the essence in the performance of this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement.

**6.07 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.

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

**6.09 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.

**6.10 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.

**6.11 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.

**6.12 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.

**6.13 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: \_\_\_\_\_

Date: \_\_\_\_\_

JURISDICTION LEGAL COUNSEL - OPTIONAL

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY CLERK:**

CLERK AND RECORDER FOR THE  
COUNTY OF JEFFERSON  
STATE OF COLORADO

By: \_\_\_\_\_

Faye Griffin, 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 voters for each ballot style by utilizing a computer program after ballot information is entered into its system. Then, the total number of voters for each jurisdiction by ballot style is determined by taking the total number of 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 entity would be allocated 33 voters because three jurisdictions share that ballot style ( $99 \div 3 = 33$ ).
- 3) The total number of voters a jurisdiction is allocated pursuant to the formula in number 2 above is then divided by the total number of registered 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 registered voters to determine the percentage for which each jurisdiction is responsible in connection with Ballot Style 2. For example, if the total number of registered voters was 10,000, then each jurisdiction would be responsible for .33% for Ballot Style 2 ( $33 \div 10,000 = .0033$  or .33%).
- 4) After all ballot styles are tallied, the percentages for the ballot styles for each jurisdiction are added together to get that 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 ( $\$200,000 \text{ multiplied by } .0435 = \$8,700.00$ ).

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.

[YEAR] [ELECTION TITLE]  
[JURISDICTION]

STYLE NUMBER	NUMBER OF VOTERS	DIVIDED BY THE NUMBER OF JURISDICTIONS	TOTAL VOTERS PER JURISDICTION	DIVIDED BY TOTAL NUMBER OF BALLOTS ISSUED	PERCENTAGE PER JURISDICTION
TOTAL				(000,000)	

TOTAL PERCENTAGE FOR [JURISDICTION]