

INTERGOVERNMENTAL AGREEMENT FOR ELECTION COORDINATION

THIS INTERGOVERNMENTAL AGREEMENT FOR ELECTION COORDINATION (this “Agreement”), dated for reference purposes only this 7th day of June, 2023, is by and between the CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO (“County Clerk”) and the City of Littleton (the “Jurisdiction,” and together with the County Clerk, the “Parties.”)

RECITALS

- A. The County Clerk and the Jurisdiction are authorized to conduct elections under Colorado law;
- B. The Parties wish to coordinate the administration of their respective election matters at the upcoming election to be held on November 7, 2023 (the “Election”); and
- C. This Agreement sets forth the Parties’ respective duties and responsibilities in connection with the preparation for, and conduct of, the 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 meanings set forth below:
 - a. “Applicable Law” means all law applicable to the Election, including, without limitation, the Colorado Constitution, the Uniform Election Code (as defined below), UOCAVA (as defined below) and the Rules (as defined below).
 - b. “Ballot Box” means a locked and secured container meeting the requirements of Applicable Law in which ballots may be deposited.
 - c. “Ballot Issue” shall have the meaning ascribed to that term in C.R.S. § 1-1-104(2.3).
 - d. “Ballot Issue Notice” shall have the meaning ascribed to that term in C.R.S. § 1-1-104(2.5).
 - e. “Ballot Measure” means any Ballot Issue or Ballot Question.
 - f. “Ballot Question” shall the meaning ascribed to that term in C.R.S. § 1-1-104(2.7).
 - g. “Election Audit” means a risk-limiting audit performed in accordance with the requirements of C.R.S. § 1-7-515.
 - h. “Election Canvass” means the process of reconciling the ballots cast in the Election to the ballots counted, which is performed in accordance with the requirements of C.R.S. § 1-10-101, et seq.

- i. “Notice Packet” means a packet containing Ballot Issue Notices prepared and mailed to eligible voters in accordance with Applicable Law and the terms of this Agreement.
 - j. “Precinct” means an area with established boundaries within the Jurisdiction used to establish election districts.
 - k. “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.
 - l. “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 include, without limitation, all costs incurred by the County related to temporary election staff (such as election judges), including training and onboarding costs, regular County Clerk employee overtime costs related to the Election, the cost of printing ballots, costs for support, maintenance, handling and delivery of Election equipment, hardware and software, the cost of preparing minority language sample ballots and Notice Packets, costs of Election forms, materials, supplies and postage, VSPC rental and setup costs, and costs of Election Day meals.
 - m. “Uniform Election Code” means Articles 1 to 13 of Title 1 of the Colorado Revised Statutes.
 - n. “UOCAVA” means the Uniformed and Overseas Citizens Absentee Voting Act, 52 U.S.C. § 20301, et seq., as incorporated in Colorado pursuant to C.R.S. 1-8.3-101, et seq.
2. **Term.** The term of this Agreement shall commence on the date it is validly executed by both Parties and shall continue until all obligations of both Parties under the Agreement have been completed.
3. **Designation of Coordinated Election Official.** The Parties agree that the County Clerk shall serve as the “Coordinated Election Official” for the Election. As the Coordinated Election Official, the County Clerk shall conduct the Election on behalf of the Jurisdiction and shall be responsible for performing such duties as are assigned to a Coordinated Election Official under Applicable Law, except to the extent specifically modified herein.
4. **Designation of Liaisons.**
- a. Each Party designates the individuals listed below as its liaison and alternate liaison hereunder.
- | | |
|---|--|
| <u>County Clerk Liaison</u>
Cynthia Rasor
Jefferson County Elections Division
3500 Illinois Street, Suite 1100 | <u>Alternate County Clerk Liaison</u>
Geneice Murphy
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

Golden, CO 80401
Office Phone: (303) 271-8111
Email: gmurphy@jeffco.us

Jurisdiction Liaison

Colleen L. Norton
Name

City Clerk
Title/Office

2255 W Berry Ave
Address

Littleton CO 80120
City, State, Zip Code

303-795-3780
Direct Phone Number

303-795-3753
Office Phone Number

cnorton@littletongov.org
Email

Alternate Jurisdiction Liaison

Wendy Shea-Tamag
Name

Deputy City Clerk
Title/Office

2255 W Berry Ave
Address

Littleton CO 80120
City, State, Zip Code

373-795-3753
Direct Phone Number

(Same as above)
Office Phone Number

wsheatamag@littletongov.org
Email

- b. The County Clerk Liaison shall act as the County Clerk's primary liaison with the Jurisdiction for the Election and shall have primary responsibility for performance of the County Clerk's obligations hereunder. In the event the Jurisdiction needs immediate assistance and the Election Liaison is unavailable, the Jurisdiction shall contact the Alternate County Clerk Liaison.
- c. The Jurisdiction Liaison shall act as the Jurisdiction's primary liaison with the County Clerk for the Election and shall have primary responsibility for the performance of the Jurisdiction's obligations hereunder. In the event the County Clerk needs immediate assistance and the Jurisdiction Liaison is unavailable, the County Clerk shall contact the Alternate Jurisdiction Liaison.

5. **Notices.** All correspondence and notices required to be given under this Agreement shall be delivered to the Parties' respective liaisons identified above at the addresses listed above and shall be deemed received: (1) three days after the same is mailed by first class, certified mail; (2) immediately upon hand delivery; or (3) immediately upon email transmission, if

transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission.

6. **Mail Ballot Election.** The Election shall be held on November 7, 2023 (“Election Day”) and shall be conducted as a mail ballot election in accordance with the procedures of the Mail Ballot Election Act, C.R.S. § 1-7.5-101, et seq.
7. **Jurisdictional Limitation.** If the Jurisdiction encompasses territory outside of Jefferson County, Colorado, this Agreement shall be construed to apply only to that portion of the Jurisdiction that falls within Jefferson County.
8. **Responsibilities of the Parties.** The Jurisdiction and County Clerk shall perform the following responsibilities in connection with the preparation for, and conduct of, the Election, in accordance with the terms of this Agreement and Applicable Law:
 - a. **Execution and Documentation of Authority.** On or before August 29, 2023, the Jurisdiction shall email the County Clerk:
 - i. a PDF of this Agreement validly executed by the Jurisdiction; and
 - ii. a copy of a duly-passed resolution stating that the Jurisdiction will coordinate with the County Clerk in the Election in accordance with the terms of this Agreement and Applicable Law and authorizing the Jurisdiction to enter into this Agreement. The email shall be sent to logistics@jeffco.us.
 - b. **Maps and Legal Descriptions.**
 - i. Promptly upon execution of this Agreement, the Jurisdiction shall provide the County Clerk with the Jurisdiction’s current 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, if there were any changes to the boundaries of the Jurisdiction after January 1, 2023.
 - c. **Election Preparation and Support**
 - i. VSPCs. The County Clerk shall establish, staff, equip and operate all Voter Service Polling Centers.
 - ii. Election Judges. The County Clerk shall engage, train and coordinate the scheduling of all election judges.
 - iii. Equipment and Supplies. The County Clerk shall obtain all necessary equipment and supplies to conduct the Election, including all voting equipment, ballots and forms.
 - iv. Ballot Boxes. The County Clerk shall establish, maintain, and collect ballots from all Ballot Boxes.

- 1) The Jurisdiction shall not take any action that would prevent voters from accessing any Ballot Box twenty-four hours per day during the period beginning October 16, 2023 through and including Election Day.
- v. **Ballot Counting Process.** The County Clerk shall (1) establish, staff, equip and operate a centralized ballot counting location for the Election, (2) establish ballot counting procedures for the Election; and (3) establish backup ballot counting procedures and sites for ballot counting in the event its ballot counting equipment fails during the Election.
- vi. **Voter Support.** The County Clerk shall provide telephone and in-person support to voters during the early voting period and from 7:00 a.m. to 7:00 p.m. on Election Day.
- vii. **Election Notices.** The County Clerk shall publish all Election notices required by Applicable Law.
 - 1) The Jurisdiction shall not publish any notice related to the Election without first obtaining the approval of the County Clerk. To request approval to publish a notice the Jurisdiction shall provide the County Clerk 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 issued by the County Clerk to remedy any incorrect or improper notices.
- d. **Logic and Accuracy Test.** The County Clerk shall prepare for and conduct the Logic and Accuracy Test ("LAT").
 - 1) If the Jurisdiction chooses to attend and witness the LAT for the Election, the Jurisdiction Liaison shall submit the name of the Jurisdiction's attendee in writing to the County Clerk on or before 3:00 p.m. on September 8, 2023. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the LAT and will act on behalf of the Jurisdiction, as appropriate.
- e. **Candidate Voice Messages.** The Jurisdiction shall inform all candidates running for office in the Jurisdiction to call the County Clerk at (303) 271-8115 between September 1, 2023 and 3:00 p.m. on September 8, 2023 and leave a message containing the following information:
 - i. The proper pronunciation of the candidate's name;
 - ii. The title of the office that the candidate is running for; and
 - iii. The name of the Jurisdiction that the office is part of.

- f. Certification of Jurisdiction Ballot Measures. The Jurisdiction shall be responsible for certifying, and for taking all actions required by Applicable Law to certify, any Ballot Measures included on the Jurisdiction's ballot certification (including both Ballot Measures referred by the Jurisdiction itself and citizen-initiated Ballot Measures affecting the Jurisdiction).
- g. Ballot Preparation
- i. No later than 3:00 p.m. on September 8, 2023, the Jurisdiction shall electronically submit its ballot certification to the County Clerk via text document (preferably Microsoft Word – no PDF). If the Jurisdiction fails to submit the ballot certification by the above deadline, the ballot certification may not be accepted by the County Clerk.
- 1) The Jurisdiction shall submit its ballot certification using the ballot certification template provided by the County Clerk.
 - 2) The Jurisdiction's ballot certification shall include all of the races, candidates and contests that will be presented to the Jurisdiction's voters in the Election, including the text of all Ballot Measures, in the exact order that they need to appear on the ballot.
 - 3) The ballot certification shall not be embedded in an email and shall not contain any extraordinary (unique) formatting. Examples of extraordinary (unique) formatting not permitted in the ballot certification include, but are not limited to: (a) text boxes; (b) charts; (c) spreadsheets; (d) strikeouts; (e) bolding; and (f) symbols.
 - 4) The Jurisdiction shall proofread the language of any Ballot Measures that appear in the ballot certification prior to sending it to the County Clerk for initial text lay out. The Jurisdiction shall be solely responsible for ensuring the legality and accuracy of all Ballot Measure language.
 - 5) The Jurisdiction shall ensure the correct spelling of the name of each candidate running for Jurisdiction office, if applicable.
 - 6) The Jurisdiction shall not assign a ballot number to any Ballot Measure. The County Clerk shall determine the numbering of all Ballot Measures and will provide the Jurisdiction with the ballot number after ballot certification.
- ii. Upon receipt of the ballot certification from the Jurisdiction, the County Clerk will:
- 1) Consolidate the ballot certification content received from all Jurisdictions and organize it into the structure in which it will appear on the printed ballot(s);

- 2) Determine the numbering of all Ballot Measures; and
 - 3) Provide a document containing the Jurisdiction's final draft ballot printing layout and text to the Jurisdiction, with instructions to perform a final review and provide final approval by a date set forth in the instructions.
 - 4) The County Clerk reserves the right to change the content of the Jurisdiction's ballot certification (other than candidate name/ballot question content) in order to ensure ballot consistency.
- iii. Upon receipt of the final draft ballot layout from the County Clerk, the Jurisdiction's liaison or alternate liaison shall be available to perform a final review and proofread of the ballot layout and provide final approval to the County Clerk by the deadline included in the instructions sent to the Jurisdiction. Once approved, the ballot layout cannot be changed.
 - iv. Between October 16, 2023 and October 20, 2023, the County Clerk shall print and mail ballots to each eligible Jefferson County voter, together with voter instructions, outgoing envelope, return envelope and any other items required by Applicable Law.
 - v. From October 17, 2023 through the 8-day mailing cutoff, the County Clerk shall mail supplemental ballots to eligible Jefferson County voters who were not included in the initial mailing.
- h. Preparation of Spanish Language Ballot
- i. In accordance with Applicable Law, the County Clerk will prepare an in-person Spanish language ballot containing all of the same content that is on the English language ballot and make the Spanish language ballot accessible to Jefferson County voters on the County Clerk's public website, at Voter Service Polling Centers, and at such other locations as the County Clerk determines. The County Clerk reserves the right to determine whether the in-person Spanish language ballot is made available to voters in printed or electronic form.
 - ii. The Jurisdiction shall be responsible for preparing a Spanish language translation of the title and text of all Ballot Measures included on the Jurisdiction's ballot certification (including both Ballot Measures referred by the Jurisdiction itself and citizen-initiated Ballot Measures affecting the Jurisdiction) and all Jurisdiction offices on the ballot.
 - 1) The Jurisdiction's Spanish language ballot translation shall be prepared in accordance with Applicable Law including, without limitation, all applicable requirements of the Ballot Access for All Citizens Act, C.R.S. §§ 1-5-901 et seq., and the Secretary of State's rules promulgated thereunder. Without limiting the generality of the foregoing, the

Jurisdiction (a) shall have the Spanish language ballot translation prepared by a “qualified translator or interpreter,” as that term is defined in C.R.S. § 1-5-903(4) and Secretary of State Rule 4.8.9; and (b) shall provide a Spanish language ballot translation that is linguistically accurate, culturally appropriate, and technically consistent with the original documents.

- iii. On or before September 8, 2023, the Jurisdiction shall electronically submit its Spanish language ballot translation to the County Clerk via text document (preferably Microsoft Word – no PDF).
 - 1) The Jurisdiction’s Spanish language ballot translation shall include the text of all Ballot Measures on the Jurisdiction’s ballot certification, in the exact order that they will appear on the ballot.
- iv. The County Clerk shall be responsible for providing Spanish language translations of all voter instructions and other ballot content not required to be provided by the Jurisdiction or other participating jurisdictions. The Jurisdiction agrees to release the County Clerk from all claims it may have relating to the County Clerk’s translation of such content (including, without limitation, all claims relating to the accuracy of the translation) provided that the County Clerk (a) has the translation performed by a qualified translator or interpreter; and (b) otherwise complies with Applicable Law.

i. Ballot Issue Notice Preparation

- i. On or before 3:00 p.m. on September 25, 2023, the Jurisdiction shall provide the County Clerk with the full text of the Ballot Issue Notice covering all of the Jurisdiction’s Ballot Issue(s). The Ballot Issue Notice shall include all information required by Applicable Law, including without limitation the following:
 - 1) The name of the Jurisdiction;
 - 2) The identity and contact information of the Jurisdiction contact person;
 - 3) The text of each Ballot Issue;
 - 4) All other required Ballot Issue language, including but not limited to:
 - a) A fiscal impact statement, if required; and
 - b) Summaries of all comments for and against each Ballot Issue validly received by the Jurisdiction, or a statement that no comments were filed by the constitutional deadline.
 - i) The Jurisdiction shall be responsible for accepting, filing, summarizing and retaining comments concerning the Jurisdiction’s Ballot Issues and shall ensure that all requirements

of Applicable Law are complied with, including, without limitation, ensuring that all comments submitted to the Jurisdiction include a signature and a physical address where the signor is registered to vote.

ii. Delivery and Formatting Requirements

- 1) The Jurisdiction shall electronically deliver the Ballot Issue Notice to the County Clerk via text document (preferably Microsoft Word – no PDF).
- 2) The Jurisdiction shall use the TABOR Ballot Issue Notice template provided by the County Clerk.
- 3) The text of the Ballot Issue shall be in all UPPERCASE.
- 4) All other text in the Ballot Issue Notice (including the identity and contact information of the Jurisdiction contact person, the fiscal impact statement, if required, and the summaries of comments for and against each Ballot Issue), shall be in upper and lower case.
- 5) The Ballot Issue Notice shall not be embedded in an email and shall not contain any extraordinary (unique) formatting.
 - a) Examples of extraordinary (unique) formatting not permitted in the Ballot Issue Notice includes, but are not limited to: (a) text boxes; (b) charts; (c) spreadsheets; (d) strikeouts; (e) bolding; and (f) symbols.
- 6) The Jurisdiction shall be solely responsible for ensuring the legality and accuracy of all Ballot Issue Notice language.

iii. Ballot Issue Notice Layout. Upon receipt of the Ballot Issue Notice from the Jurisdiction, the County Clerk shall:

- 1) Consolidate the Ballot Issue Notice content received from all Jurisdictions and organize it into the structure in which it will appear in the Notice Packet;
- 2) Add a list of County VSPCs and Ballot Boxes, and any other information required by Applicable Law, to the Notice Packet; and
- 3) Provide a final draft layout of the Notice Packet to the Jurisdiction with instructions to perform a final review of their portion of the Notice Packet and provide final approval by a date set forth in the instructions.
- 4) The County Clerk reserves the right to change the content of the Jurisdiction's Ballot Issue Notice content (other than the ballot question content) in order to ensure consistency.

- iv. Final Review and Proofread. The Jurisdiction's liaison or alternate liaison shall be available to perform a final review and proofread of the Jurisdiction's portion of the Notice Packet and provide final approval of such portion to the County Clerk by the deadline included in the instructions sent to the Jurisdiction. Upon completion of the Jurisdiction's review and proofread of their portion of the Notice Packet, the Jurisdiction Liaison shall send approval of its content via electronic transmission to the County Clerk. Once approved, Ballot Issue Notice text cannot be changed.
 - 1) The Jurisdiction's liaison or alternative liaison shall have no more than 2 hours from the time the County Clerk sends the Notice Packet to perform the final review and proofread.
- v. Printing and Mailing. On or before October 6, 2023, the County Clerk shall print and mail the Notice Packets to each address in Jefferson County at which one or more active, registered Jefferson County voter resides.
 - 1) Nothing herein shall preclude the County Clerk from including ballot issue notices for more than one jurisdiction in the Notice Packet if doing so arises from the County Clerk's efforts to mail the Notice Packet at "least cost" and such mailing conforms with Applicable Law.
- vi. Notice Packets for Non-Jefferson County Voters. The Jurisdiction shall be solely responsible for preparing and mailing Notice Packets to voters who reside outside of Jefferson County.
 - 1) Notwithstanding the foregoing, the County Clerk may agree to print extra Notice Packets for voters who reside outside of Jefferson County upon request by the Jurisdiction. If the Jurisdiction desires to have the County Clerk print extra Notice Packets for non-Jefferson County residents, the Jurisdiction shall notify the County Clerk no later than 3:00 p.m. on September 25, 2023 of the quantity of extra Notice Packets the Jurisdiction needs for non-Jefferson County residents.
 - 2) If the County Clerk agrees to print extra Notice Packets for non-Jefferson County residents, the Jurisdiction shall be responsible for all costs associated with their printing, which costs shall be invoiced to the Jurisdiction, together with any Shared Election Costs.
 - 3) If the County Clerk agrees to print extra Notice Packets for non-Jefferson County residents, the Jurisdiction shall be responsible for addressing, affixing adequate postage to, and mailing these Notice Packets to its eligible voters. The extra Notice Packets will contain the same content as the Notice Packets prepared for and mailed to Jefferson County residents and, therefore, may contain Ballot Issue Notices that are not applicable to

non-Jefferson County residents. The County Clerk will not agree to print special Notice Packets for non-Jefferson County residents.

j. Ballot Counting / Result Reporting

- i. The County Clerk shall count all ballots received during the Election voting period.
- ii. Between 7:00 p.m. and 8:00 p.m., and between 8:00 p.m. and 9:00 p.m., on Election Day, the County Clerk shall upload unofficial Election results to the Election Night Reporting (“ENR”) system (unless the Secretary of State waives or modifies these deadlines or the ENR system is offline or otherwise unavailable).
- iii. Upon completion of the Election Canvass on November 29, 2023, the County Clerk shall upload a Jurisdiction-wide summary of the official Election results to the ENR system.
- iv. On December 15, 2023 if there is a recount affecting the County, or on December 8, 2023 if there is not a recount affecting the County, the County Clerk shall upload official Precinct or District-level Election results to its public website and make these results available to the Jurisdiction upon request.

k. Election Audit. On or before November 28, 2023, the County Clerk, in collaboration with the Election audit board(s), shall conduct, assist and oversee the Election Audit.

- i. If the Jurisdiction chooses to attend and witness the Election Audit, the Jurisdiction shall submit the name of the Jurisdiction’s attendee to the County Clerk on or before 3:00 p.m. on October 17, 2023. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the Election Audit and will act on behalf of the Jurisdiction, as appropriate.

l. Election Canvass. On or before November 29, 2023, the County Clerk shall instruct and oversee the board of canvassers, who are responsible for conducting an Election Canvass and certifying the official abstract of votes cast for all candidates and Ballot Measures in the Election.

- i. If the Jurisdiction chooses to attend and witness the Election Canvass, the Jurisdiction shall submit the name of the Jurisdiction’s attendee to the County Clerk on or before 3:00p.m. on October 17, 2023. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the Election Canvass and will act on behalf of the Jurisdiction, as appropriate.

m. Election Recount. The County Clerk shall conduct an Election recount, if required by Applicable Law.

9. **Duties Subject to Jurisdiction Performance.** The responsibility of the County Clerk to perform the duties set forth above are contingent upon the Jurisdiction's performance of its own duties hereunder. The County Clerk shall not be responsible for failing to meet any deadlines for mailing the Notice Packet if such failure was caused by the Jurisdiction's failure to timely submit the required information in a form required by this Agreement and Applicable Law.
10. **Compliance with Deadlines.** The County Clerk may provide the Jurisdiction with a schedule of Election-related dates and deadlines. If the County Clerk provides such a schedule, the Jurisdiction shall comply with the deadlines included therein.
11. **Withdrawal/Cancellation**
- a. The Jurisdiction may cancel an election of persons to office or withdraw a Ballot Measure only as permitted by Applicable Law.
 - b. If the Jurisdiction resolves to cancel an election to office or withdraw a Ballot Measure, the Jurisdiction shall do the following:
 - i. Provide the County Clerk with written notice of such determination immediately;
 - ii. Provide public notice by publication of such cancellation or withdrawal as required by Applicable Law; and
 - iii. Pay the County Clerk its actual costs incurred in connection with the cancelled election or withdrawn Ballot Measure, which may include costs incurred by the County Clerk both before and after receipt of the Jurisdiction's notice of cancellation or withdrawal. Such payment shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment.
 - c. The Jurisdiction must provide written notice of a cancelled election or withdrawn Ballot Measure no later than 3:00 p.m. on September 8, 2023 in order to have such election or Ballot Measure removed from the ballot.
12. **Recordkeeping.** The County Clerk shall store all Election records, including but not limited to all voted and unvoted ballots, voter affidavits, and Election Canvass and results reports.
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 performing its duties described herein. 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. Payment of 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 share of the Shared Election Costs shall be calculated in accordance with the formulas set forth in Exhibit A to this Agreement. The Jurisdiction's payment of its share of the Shared Election Costs shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment. Any amount not paid by the above-referenced deadline will be subject to an interest charge equal to (a) 1.5% per month; or (b) the highest rate permitted by law, whichever is lower.
- 15. Payment of Recount Costs.** In the event of a required or requested Election recount, responsibility for the costs incurred by the County Clerk in connection with such recount shall be determined in accordance with C.R.S. §§ 1-10.5-101 and 1-10.5-106. If the Jurisdiction is responsible for any portion of such costs, payment of such portion shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment. Any amount not paid by the above-referenced deadline will be subject to an interest charge equal to (a) 1.5% per month; or (b) the highest rate permitted by law, whichever is lower.
- 16. Miscellaneous Provisions**
- a. Amendment. This Agreement may not be modified or amended except in writing signed by the Parties.
 - b. 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.
 - c. 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 and the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et seq.). 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 wonton.
 - d. Conflict with Law. In the event that any provision in this Agreement conflicts with Applicable Law, this Agreement shall be modified to conform thereto.
 - e. 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.

- f. 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.
- g. Further Assurances. The Parties shall execute any other documents and to take any other action necessary to carry out the intent of this Agreement.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Acts, 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:

Colleen Norton, City Clerk

Date:

By:

Reid Betzing, City Attorney

Date:

By:

Kyle Schlachter, Mayor

Date:

COUNTY CLERK:

CLERK AND RECORDER FOR THE
COUNTY OF JEFFERSON,
STATE OF COLORADO

By:

Amanda Gonzalez, Jefferson County Clerk & Recorder

Date:

APPROVED AS TO FORM:

Jean R. Biondi

Assistant County Attorney

EXHIBIT A

Shared Election Costs are divided into “TABOR Election Costs” and “Non-TABOR Election Costs.” TABOR Election Costs are the costs of printing and mailing Notice Packets and are allocated among the County Clerk and those jurisdictions that have Ballot Issues subject to TABOR, in accordance with Section I below. Non-TABOR Election Costs are all other Shared Election Costs and are allocated among all coordinating jurisdictions in accordance with Section II below.

Please note that the dollar amounts used in this Exhibit A are for illustration purposes only and do not reflect actual or estimated costs of the Election.

I. Allocation of TABOR Election Costs

This section only applies to Jurisdictions with Ballot Issues subject to TABOR.

The costs incurred by County Clerk during the Election for printing and mailing Notice Packets (the “TABOR Election Costs”) are allocated among the County Clerk and jurisdictions that have Ballot Issues subject to TABOR as follows:

1. First, the County Clerk ascertains the total printing and mailing costs for all Notice Packets.
 - a. Example: The County Clerk incurred costs of \$10,000 to print and mail all Notice Packets.
2. Next, the County Clerk ascertains (a) the number of active, registered voters in each jurisdiction that had one or more Ballot Issues during the Election; and (b) the percentage of the total active, registered voters that each jurisdiction (including the County) comprises, as of Election Day.
 - a. Example: Jurisdictions A and B had Ballot Issues in the Election. The County has 500 active, registered voters, Jurisdiction A has 300 active, registered voters, and Jurisdiction B has 200 active, registered voters. The County comprises 50% of the total (500 out of 1,000), Jurisdiction A comprises 30% of the total (300 out of 1,000), and Jurisdiction B comprises 20% of the total (200 out of 1,000).
3. Finally, the County Clerk calculates each jurisdiction’s total share of the TABOR Election Costs by multiplying its percentage responsibility by the total printing and mailing costs for all Notice Packets.
 - a. Example: The County Clerk is responsible for \$5,000 in TABOR Election Costs (50% of \$10,000), Jurisdiction A is responsible for \$3,000 in TABOR Election Costs (30% of \$10,000) and Jurisdiction B is responsible for \$2,000 in TABOR Election Costs (20% of \$10,000).

II. Allocation of Non-TABOR Election Costs

All Shared Election Costs besides the costs of printing and mailing Notice Packets (the “Non-TABOR Election Costs”) are allocated among the County Clerk and all coordinating jurisdictions as follows:

1. First, the County Clerk ascertains the total Non-TABOR Election Costs incurred during the Election.
 - a. Example: The County Clerk incurred Shared Election Costs of \$20,000 to administer the Election, of which \$10,000 was incurred to print and mail Notice Packets, leaving a balance of \$10,000 in Non-TABOR Election Costs.
2. Next, the County Clerk subtracts from the Non-TABOR Election Costs any reimbursements received by the County from the State of Colorado and other Election participants whose reimbursements are determined by law.
 - a. Example: Because there were statewide ballot measures included in the Coordinated Election, the County Clerk receives a reimbursement of \$2,000 from the State of Colorado for the Election. The County Clerk subtracts this amount from the \$10,000 in Non-TABOR Election Costs, leaving a balance of \$8,000 in Non-TABOR Election Costs.
3. Next, the County Clerk ascertains (a) the number of active, registered voters in each coordinating jurisdiction that participated in the Election; (b) the total number of active, registered voters in the County; and (c) the percentage of the total active, registered voters that each coordinating jurisdiction (including the County) comprises, as of Election Day.
 - a. Example: Jurisdictions A, B and C participated in the Election. Jefferson County has 500 active registered voters, Jurisdiction A has 300 active, registered voters, Jurisdiction B has 200 active, registered voters, and Jurisdiction C has 1,000 active, registered voters. The County comprises 25% of the total (500 out of 2,000), Jurisdiction A comprises 15% of the total (300 out of 2,000), Jurisdiction B comprises 10% of the total (200 out of 2,000), and Jurisdiction C comprises 50% of the total (1,000 out of 2,000).
4. Finally, the County Clerk calculates each jurisdiction’s share of the Non-TABOR Election Costs by multiplying its percentage responsibility by the total amount of Non-TABOR Election Costs (minus any reimbursements from the State of Colorado and other Election participants whose reimbursements are determined by law).
 - a. Example: The County is responsible for \$2,000 in Non-TABOR Election Costs (25% of \$8,000), Jurisdiction A is responsible for \$1,200 in Non-TABOR Election Costs (15% of \$8,000), Jurisdiction B is responsible for \$800 in Non-TABOR Election Costs (10% of \$8,000), and Jurisdiction C is responsible for \$4,000 in Non-TABOR Election Costs (50% of \$8,000).

III. Calculation of Total Amount Due

1. The County calculates the total amount due from each coordinating jurisdiction by adding the Jurisdiction's share of the Non-TABOR Election Costs to the Jurisdiction's share of the TABOR Election costs (if the Jurisdiction had a Ballot Issue subject to TABOR). Each jurisdiction is assessed a minimum of \$1,000, so if this total is less than \$1,000, the jurisdiction would be assessed \$1,000.
 - a. Example: Jurisdiction A owes \$3,000 in TABOR Election Costs and \$1,200 in Non-TABOR Election costs, which totals \$4,200. Jurisdiction B owes \$2,000 in TABOR Election Costs and \$800 in Non-TABOR Costs, which totals \$2,800. Jurisdiction C owes \$0 in TABOR Election Costs and \$4,000 in Non-TABOR Election Costs, which totals \$4,000.