

INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of **August, 2016**, by and between the **CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO** ("County Clerk") and the **City of Edgewater** ("Jurisdiction"), collectively referred to as the "Parties."

RECITALS:

1. Pursuant to C.R.S. §1-7-116(2), as amended, the County Clerk and the Jurisdiction shall enter into an agreement, August 30, 2016 for the administration of their respective duties concerning the conduct of the General election to be held on November 8, 2016 (the "Election"); and
2. The County Clerk and the Jurisdiction are authorized to conduct elections as provided by law;
3. The County Clerk will conduct the Election as a "mail ballot election" as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended (the "Code") and the Current Rules and Regulations Governing Election Procedures adopted by the Secretary of State, as amended (the "Rules");
4. 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
5. The County Clerk and the Jurisdiction have determined that it is in the Parties' best interests to coordinate in connection with the Election upon the terms and conditions contained in this Agreement.

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

ARTICLE I PURPOSE AND GENERAL MATTERS

1.01 **Goal.** The purpose of this Agreement is to set forth the Parties' respective tasks in order to conduct the Election and to allocate the cost thereof.

1.02 **Coordinated Election Official.** The County Clerk shall act as the "Coordinated Election Official" in accordance with the Code and the Rules and 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 Carrie Kellogg 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 **Pam Anderson, Interim City Clerk**, 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. The Election Officer shall act as the "designated election official" in accordance with the Code and Rules and shall do all things required to be done by it in accordance with the Code and the Rules. The Election Officer 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. In addition, the Election Officer is responsible for receiving and timely responding to inquiries made by its 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 August 30, 2016 until December 31, 2016 and shall apply only to the November 8, 2016 election.

ARTICLE II DUTIES OF THE COUNTY CLERK

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

A. Voter Registration.

1. Supervise, administer and provide the necessary forms and voter registration sites.
2. Conduct registration and voting in the County Clerk's office and at other locations for the Jurisdiction as required by the Code and the Rules.

B. Ballots.

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 the Jurisdiction's review, approval and signature via e-mail. Emails will include deadlines.
3. Mail ballots to voters as required by the Code and the Rules.

C. Staff. Maintain and compensate a sufficient number of qualified staff in order to conduct the election. The Jurisdiction shall pay its pro-rated share of Elections costs (as further described in Article IV) for applicable staff costs including overtime compensation.

D. Election Judges. Appoint, train and compensate a sufficient number of election judges for each voter service and polling center and mail ballot processing, as required by law. The Jurisdiction shall pay its pro-rated share of Election costs (as further described in Article IV).

E. Voter Service and Polling Centers. Establish, staff, equip and operate the required number of Voter Service and Polling Centers as required by the Code and the Rules.

F. Election Supplies. Provide all necessary equipment, ballots, forms and supplies to conduct the Election, including the County's electronic voting equipment.

G. Election Preparation.

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

2. Prepare and run pre-election logic and accuracy testing in accordance with the Code and the Rules.

H. Voted Ballot Deposit

1. Provide a ballot box and seal within the Jurisdiction's primary business location for use by all county voters.

2. Provide daily, or less frequently as agreed, business-day pick-up of the sealed ballot box containing voted ballots from all assigned locations, and provide a replacement empty ballot box and seal.

I. Early Voting and Election Day Activities.

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

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

J. Counting the Ballots.

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

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

K. Certifying Results.

1. Appoint, instruct and otherwise oversee the board of canvassers.
2. Conduct the post-election audit of voting equipment and vote-counting equipment, in accordance with the Code and the Rules.
3. Conduct a Canvass in accordance with the Code and the Rules.
4. Certify the results of the Jurisdiction's Election within the time required by law and forthwith provide the Jurisdiction with a copy of the official Election results required under the Code and the Rules.
5. If a recount is called for, conduct a recount in accordance with applicable Code and Rules.

L. Recordkeeping.

1. Store all election records as required by law. Store all voted and unvoted ballots for that time required by the Code and the Rules, store voter affidavits of electors who cast ballots in the Election for a minimum 25 months.
2. Store all required election canvass and result reports as required by the Code and the Rules.

M. Call and Notice.

1. Publish all notices relative to the Election as required by the Code, the Rules and any other statute, rule or regulation.

2.02 **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 or the Rules.

**ARTICLE III
DUTIES OF JURISDICTION**

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

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. Maps/Legal Descriptions. If there have been any changes after January 1, 2016, the Jurisdiction shall furnish the County Clerk with maps or other legal descriptions of each precinct, ward and voting jurisdiction no later than August 22, 2016 .

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

D. Ballot Preparation.

1. Certify ballot titles, ballot issues or questions in the exact order they need to appear on the ballot no later than 3:00 p.m. on September 9, 2016. The certification and ballot text shall be provided as an attachment to email. The ballot text shall be provided in Microsoft Word format, Arial 10 font. No extraordinary formatting (including, but not limited to, no text boxes, charts, spread sheets or strike-outs). Submit the certification by email to logistics@jeffco.us.

2. Provide the audio recording of all candidate names for the Jurisdictions 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 9, 2016 at 3:00 p.m. The information shall include the candidate name, jurisdiction and title of office

3. Provide a “contact” e-mail address as indicated in Section V 5.01 (To Jurisdiction) to be used by the County Clerk’s office for various communications including, but not limited to, ballot proofing, authorizations and inquiries.

4. Proof the layout and text of any official ballot before authorizing the printing of such ballot. DEO to send authorization via email to the designated contact at the County Clerk’s office. Deadline to return authorization will be included in the instructions sent to Jurisdiction.

E. Election Preparation. Provide an individual to represent the Jurisdiction at pre-election logic and accuracy testing required by the Code and the Rules and, at the Jurisdiction’s discretion, provide an individual to represent the Jurisdiction during canvass. The name of the Jurisdiction’s representative for canvass must be submitted in writing to the Contact Officer on or before 5:00 p.m. on October 24, 2016

F. Voted Ballot Deposit.

1. Provide a prominent location for a sealed ballot box in which all county voters may deposit their voted ballot. The ballot box must be available to voters from 7:00 a.m. to 7:00 p.m. on the day of the Election. For 24-hour ballot boxes, the ballot box must be available to voters 24 hours per day (12AM to 11:59PM) on the dates specified by the County for the Election.

2. Provide constant supervision during business hours for the ballot box and ensure that the ballot box is never left unattended. Complete and adhere to chain-of-custody forms and requirements.

3. Provide a secure, locked storage location for the ballot box during all non-business hours.

4. Provide a secure delivery of sealed ballot boxes to the County Clerk immediately after polls close on Election Day. Two people of opposite political affiliations shall return the sealed ballot box. Coordination and further instructions regarding the return of the ballots will be provided by the Logistics area of the Elections Division.

G. Compliance with Deadlines. A schedule of election related dates and deadlines will be provided to the jurisdiction.

3.02 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 cancellation of the Election and a copy of such notice shall be posted in the office of the Jurisdiction, 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,

ARTICLE IV COSTS

4.01 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 (regular and overtime), 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.

4.02 Invoice. The County shall submit to the Jurisdiction an invoice for all expenses incurred under this Agreement and the Jurisdiction shall remit to the County the total due upon receipt. Any amount not paid within 30 days after receipt will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law. The invoice will be sent via email to the following contact person:

Name: Pam Anderson

Address: 2401 Sheridan Boulevard

City, State, Zip: Edgewater, CO 80214

Phone number: 720-763-7192

Email address: cityclerk@edgewaterco.com

**ARTICLE V
MISCELLANEOUS**

5.01 **Notices.** All notices required to be given under this Agreement shall be deemed received and effective: (1) three days after the same is mailed by first class, certified mail, return receipt; (2) immediately upon hand delivery; or (3) immediately upon e-mail transmission, or (4) immediately upon confirmation of receipt during regular business hours if sent via facsimile.

To County Clerk: Faye Griffin
 Jefferson County Clerk and Recorder
 100 Jefferson County Parkway, Suite 2560
 Golden, Colorado 80419

with a copy to: Jefferson County Attorney's Office
 100 Jefferson County Parkway, Suite 5500
 Golden, Colorado 80419

To Jurisdiction: City of Edgewater
 2401 Sheridan Boulevard _____
 Edgewater CO 80214 _____
 Attn: Pam Anderson _____

 E-Mail: cityclerk@edgewaterco.com _____

 Fax: 303-238-7192 _____

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

5.03 **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.

5.04 **Indemnification.** To the extent permitted by law, each party agrees to indemnify, hold harmless the other Party, its officials, officers, employees and agents from any and all losses, costs (including attorney's fees and court costs), demands or actions arising out of or related to any negligent actions, errors or omissions of the indemnifying party in connection with the transactions contemplated by this Agreement.

5.05 **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.

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

5.07 **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.

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

5.09 **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.

5.10 **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.

5.11 **Counterparts.** This Agreement may be executed in counterpart, each of which will be deemed an original. Delivery of an executed signature page of this Agreement by facsimile or email transmission will constitute effective and binding execution and delivery of this Agreement.

5.12 **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.

5.13 **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.*

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

CLERK AND RECORDER FOR THE
COUNTY OF JEFFERSON
STATE OF COLORADO

By _____
Faye Griffin
Date _____

JURISDICTION:

By _____
Pam Anderson, Interim City Clerk
Date: August _____, 2016

APPROVED AS TO FORM FOR THE JURISDICTION:

By _____
Thad Renaud

Date: August ____, 2016

APPROVED AS TO FORM
AND CONTENT:

APPROVED AS TO FORM:

By _____
Thad Renaud Legal Counsel

By _____
David R. Wunderlich
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 divided by 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 divided by 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 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]