

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 44

SERIES of 2010

TITLE: RESOLUTION AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN "INTERGOVERNMENTAL AGREEMENT" BY AND BETWEEN THE COUNTY OF JEFFERSON, STATE OF COLORADO, AND THE CITY OF WHEAT RIDGE, COLORADO, REGARDING THE ADMINISTRATION OF THEIR RESPECTIVE DUTIES CONCERNING THE CONDUCT OF THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 2, 2010.

WHEREAS, pursuant to Section 1-7-116(2), C.R.S., as amended, the County Clerk and the City of Wheat Ridge shall enter into an agreement for the administration of their respective duties concerning the conduct of the coordinated election to be held on November 2, 2010 ("Election"); and

WHEREAS, the County Clerk and the City Clerk of the City of Wheat Ridge (the "City Clerk") are authorized to conduct elections as provided by law; and

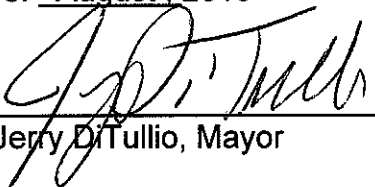
WHEREAS, the County Clerk will conduct the Election as a "coordinated mail ballot election" as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the Current Rules and Regulations Governing Election Procedures adopted by the Secretary of State, as amended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

WHEREAS, the City of Wheat Ridge has certain ballot issues and/or ballot questions to present to its eligible electors and shall participate in this coordinated election; and

WHEREAS, the County Clerk and the City of Wheat Ridge have determined that it is in the Parties' best interests to cooperate in connection with the Election upon the terms and conditions contained in the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge that the appropriate City Officials are hereby authorized to execute the Intergovernmental Agreement by and between the City of Wheat Ridge and the County of Jefferson regarding the administration of the parties' respective duties concerning the conduct of the coordinated election to be held on November 2, 2010.

DONE AND RESOLVED on this 9th day of August, 2010



Jerry DiTullio, Mayor

ATTEST:



Michael Snow, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

THIS INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION (the "Agreement") is made and entered into August 9, 2010 by and between the **CLERK AND RECORDER FOR JEFFERSON COUNTY, COLORADO** (the "County Clerk") and the City of Wheat Ridge (the "Jurisdiction"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, the County Clerk and the Jurisdiction shall enter into an agreement for the administration of their respective duties concerning the conduct of the general election to be held on November 2, 2010 (the "Election"); and

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

WHEREAS, the County Clerk will conduct the Election as a "coordinated precinct polling place 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");

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

WHEREAS, the County Clerk and the Jurisdiction have determined that it is in the Parties' best interests to cooperate 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 Rules and shall conduct the Election for the Jurisdiction and do all other things required to be done by it in accordance with the Code and the Rules.

The County Clerk designates Joshua B. Liss as the "Contact Officer" to act as the primary liaison between the County Clerk and the Jurisdiction. The Contact Officer shall act under the authority of the County Clerk and shall have 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 Michael Snow as its "Election Officer" to act as primary liaison between the Jurisdiction and the Contact Officer. The Election Officer shall have primary responsibility for 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, Colorado. This Agreement shall be construed to apply only to that portion of the Jurisdiction situated within Jefferson County.

1.05 Term. The term of this Agreement shall be from the date set forth above through December 31, 2010 and shall apply only to the 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 necessary facilities and forms for all regular voter registration sites.
2. Notify the Jurisdiction of the certified number of registered electors residing within the Jurisdiction as of the close of the registration books on the 29th day prior to the Election.

B. Ballot Preparation.

1. Layout the text of the ballot in a format that complies with the Code and the Rules.

2. Provide ballot printing layouts and text for the Jurisdiction's review and signature.
3. Certify the ballot content to the printer(s).
4. Contract for mail-in ballots, sample ballots and precinct polling place ballots with a vendor acceptable to the County Clerk.

C. Voter Lists.

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

D. Staff. Appoint and train a sufficient number of staff (including part-time, full-time and temporary) to adequately serve the number of electors registered to vote at the Election.

E. Election Judges. Appoint and compensate a sufficient number of election judges for each polling location and for locations for absentee mail-in ballots, as required by law. The Jurisdiction shall pay its pro-rated share of Election costs (as further described in Article IV) for training, criminal background records checks and compensation of election judges.

F. Mail-In and Early Voting.

1. Conduct mail-in, early and emergency voting in the County Clerk's office and at other locations for the Jurisdiction as required by the Code.
2. Obtain and provide all ballots and supplies necessary for mail-in, early and emergency voting together with replacement ballots.

G. Election Supplies. Provide all necessary equipment, forms and supplies to conduct the Election, including the County's electronic voting equipment. The Jurisdiction shall be charged its pro-rated share of Election costs for any software programs used to count voted ballots as well as pre- and post-election maintenance and on-site technical personnel.

H. Election Day Preparation.

1. Prepare and run pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509(2) and the Rules.

2. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election day needs.

I. Voted Ballot Deposit

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

2. Provide daily 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.

J. Election Day Activities.

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

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

K. Counting Ballots.

1. Conduct and oversee the ballot counting process and report the results by Jurisdiction.

2. 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.

3. Provide personnel to participate in and assist with ballot counting procedures. The Jurisdiction shall participate to ensure its participation in any electronic vote tabulating processes.

L. Certifying Results.

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

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

3. If a recount is called for, conduct a recount in accordance with applicable law.

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

M. Recordkeeping.

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

2. Capture vote history for the County Clerk's election department vote history file by County precinct.

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's 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 Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.

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

C. Voting Jurisdiction. Furnish the County Clerk with maps or other legal descriptions of each precinct, ward and voting jurisdiction no later than August 24, 2010.

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

E. Ballot Preparation.

1. Submit a copy of the list of candidates, ballot issues or questions and the titles and summaries of each such issue and question to the County Clerk via email or electronic format exactly as such list is to be printed on the ballot pages no later than September 3, 2010 at 3:00 p.m.

2. Provide audio recording of the proper pronunciation of any candidate name certified to the Clerk and Recorder.

3. Proof the layout and text of any official ballot before authorizing the printing of such ballot via signature approval to the County Clerk.

F. Election Day Preparation. Provide a minimum of one individual to represent the Jurisdiction at pre-election logic and accuracy testing required by the Code and the Rules and provide a minimum of one individual to represent the Jurisdiction on the canvass board, which shall be established as provided in C.R.S. §1-10-101, *et. seq.* The name of the Jurisdiction's representative shall be submitted in writing to the Contact Officer on or before 5:00 p.m. on October 18, 2010, the 15th day prior to the Election.

G. 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.

2. Provide constant supervision during business hours for the ballot box and ensure that the ballot box is never left unattended.

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

4. Provide for the secure delivery of sealed ballot boxes to the County Clerk immediately after polls close on Election Day.

H. Ballot Counting. Participate in vote tabulating procedures.

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 at each polling place of the Jurisdiction, in the office of the Jurisdiction and in the office of the County Clerk.

**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, staff time (regular and overtime), equipment, forms, materials and supply costs. In addition, the Jurisdiction shall pay its share of pro-rated costs for County employee overtime and temporary employee regular and overtime related to the preparation and conduct of the Election at each employee's pay rate or, if such costs do not exceed \$1,000, then \$1000, whichever is greater. 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 itemized 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.

**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 confirmation of receipt during regular business hours if sent via facsimile; to the address of the Parties as set forth below or to addresses as may be designated by a Party hereafter in writing.

To the County Clerk: Pamela Y. Anderson
Jefferson County Clerk and Recorder
100 Jefferson County Parkway, Suite 2560
Golden, Colorado 80419
Fax: (303) 271-8197

with a copy to: Jefferson County Attorney's Office
100 Jefferson County Parkway, Suite 5500
Golden, Colorado 80419
Fax: (303) 271-8901

To Jurisdiction: City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge, CO 80033
Fax: 303-235-2823

5.02 **Amendment.** This Agreement may not be modified or amended except in a 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 and hold harmless the other Party, its officials, officers, employees and agents from and against any and all losses, costs (including attorneys fees), 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.** If any provision in this Agreement conflicts with the Code, Rules, statute or resolution or ordinance duly adopted by the Jurisdiction, this Agreement will be modified to conform thereto. No subsequent resolution or ordinance of the Jurisdiction shall waive or impair the rights of a Party 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 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 effect 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 have signed this Intergovernmental Agreement for Coordinated Election as of the date set forth above.


JEFFERSON COUNTY CLERK AND RECORDER

By _____
Name: Pamela Y. Anderson
Title: Clerk and Recorder

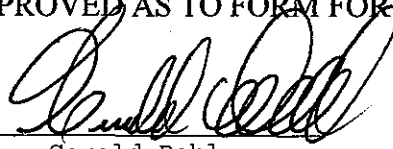
APPROVED AS TO FORM FOR THE COUNTY CLERK AND RECORDER:

By _____
Assistant County Attorney

JURISDICTION:

By 
Name: Jerry DiTullio
Title: Mayor

APPROVED AS TO FORM FOR THE JURISDICTION:

By 
Name: Gerald Dahl
Title: City Attorney

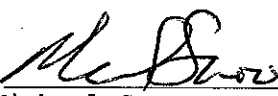
ATTEST: 
Name: Michael Snow
Title: City Clerk

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 \$8700.00 (\$200,000 multiplied by .0435 = \$8700.00).

There is a \$1000 minimum charge, so no jurisdiction will be charged less than \$1000. 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]