

## INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made and entered into this 18th day of \_\_\_\_ June, 2015, by and between the **CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO** ("County Clerk") and the **JEFFERSON COUNTY SCHOOL DISTRICT R-1** ("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 25, 2015, for the administration of their respective duties concerning the conduct of the Coordinated election to be held on November 3, 2015 (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 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 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 \_\_\_\_\_ Helen E. Neal 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 date of the last party's execution until December 31, 2015 and shall apply only to the November 3, 2015 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 and signature via e-mail. Emails will include deadlines for review.
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 conduct 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. 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.

**I. 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.

**J. 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.

**K. 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.

**L. 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.

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

**C. Ballot Preparation.**

1. Submit a copy of the list of candidates, ballot issues or questions and the titles to the County Clerk via email exactly as such list is to be printed on the ballot pages no later than

September 4, 2015 at 3:00 p.m. The use of bullets or strike out text in ballot measure language is not permitted. Ballot text will be provided by e-mail.

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

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.

**D. 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 results certification. The name of the Jurisdiction's representative must be submitted in writing to the Contact Officer on or before 5:00 p.m. on September 25, 2015.

**E. 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, and in the office of the division of local government.

**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, 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.

**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:                        Jefferson County School District R-1  
                                                 1829 Denver West Drive  
                                                 Building 27, Suite 406  
                                                 Golden, Colorado 80401-0001  
                                                 Attn: \_\_Helen E. Neal  
  
                                                 E-Mail: \_\_hneal@jeffco.k12.co.us  
  
                                                 Fax: \_\_303-982-6806

**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 \_\_\_\_\_

JEFFERSON COUNTY SCHOOL  
DISTRICT R-1

By Ken Witt  
Ken Witt, President, Board of  
Education

APPROVED AS TO FORM:

Date June 18, 2015

By \_\_\_\_\_  
David R. Wunderlich  
Assistant County Attorney

APPROVED AS TO FORM  
AND CONTENT:

By Raymond C. Hess  
Raymond C. Hess  
District Legal Counsel



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]

AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF  
BROOMFIELD AND **THE JEFFERSON COUNTY SCHOOL DISTRICT R-1** FOR THE CONDUCT OF A  
2015 COORDINATED ELECTION

THIS Intergovernmental Agreement ("Agreement") is made and entered into this \_\_\_\_18th day of \_\_\_\_ June, 2015, by and between **The Jefferson County School District R-1**, hereinafter referred to as "Jurisdiction," and The City and County of Broomfield, a Colorado municipal corporation and county, hereinafter referred to as "City". The Jurisdiction and City hereby enter into the following Intergovernmental Agreement regarding the conduct of a 2015 Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter referred to as the "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1, as amended. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the City and County Clerk and Recorder's duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 3, 2015, and

WHEREAS, the Jurisdiction agrees to conduct a coordinated election with the City and County Clerk and Recorder, hereinafter referred to as the "Clerk," of the City and County of Broomfield, acting as the coordinated election official, and

WHEREAS, the Clerk is the "coordinated election official" pursuant to § 1-7-116(1), C.R.S., and is to perform certain election services in consideration of performance by the Jurisdiction of the obligations herein below set forth, and

WHEREAS, such agreements are authorized by statute at §§ 1-1-111(3), 1-7-116, 22-30-104(2), 22-31-103, and 29-1-203 C.R.S.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within the City and County of Broomfield. This Agreement shall be construed to apply only to that portion of the Jurisdiction within the City and County of Broomfield.

2. Term of Agreement: This Agreement is intended only to address the conduct of the November 3, 2015 election.

3. The Jurisdiction agrees to perform the following tasks and activities as applicable, dependent on the type of election being conducted by the jurisdiction:

a. Conduct all procedures required of the designated election officials for initiatives, referenda, and referred measures under the provisions of §§ 31-11-101 through 118 and § 22-30-104(4), C.R.S.

b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petitions; determine candidate eligibility; receive candidate acceptance of nominations; accept notices of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, § 1-4-501(1), § 22-31-107, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31 as adopted by reference pursuant to § 1-4-805, C.R.S.

c. Establish order of names and questions pursuant to § 1-5-406 for Jurisdiction's portion of the ballot and submit to the Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the Clerk no later than 60 days before the election, pursuant to § 1-5-203(3), C.R.S. The Jurisdiction shall be solely responsible for the language and content of the ballot text, which shall be provided to the Clerk in written form and via email in a Microsoft Word document with no formatting (i.e., bullets, indentation, bolding, etc.), in Arial font and font size of 10 or as otherwise specified by the Clerk. Within twenty-four (24) hours of receiving a "proof-ready" copy of the ballot text from the Clerk, the Jurisdiction shall proof and authorize the text and layout of its portion of the ballot via email prior to the printing

of ballots. The Jurisdiction will be allowed to make corrections to the ballot proof copy only within the twenty-four (24) hour period. After that, the ballots will be printed.

d. Provide an audio copy of all issue text and candidate names for Jurisdiction's portion of the ballot. The audio copy shall be provided in a .wav file format attached to an email or by voice mail message. The Jurisdiction may proof and authorize the audio ballot version for its portion of the ballot.

e. Accept written comments for and against ballot issues pursuant to § 1-7-901, C.R.S. Comments to be accepted must be filed by the end of the business day on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction to the extent required pursuant to § 1-7-903, C.R.S. The full text of any required ballot issue notice must be transmitted in a Microsoft Word document to and received by the Clerk no less than 42 days prior to the election. No portion of this paragraph shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.

f. (1) Except as provided in subsection (2) of this section, the affidavit of intent shall be filed by the close of business on the sixtieth day before the election.

(2) In a nonpartisan election, the affidavit of intent shall be filed by the close of business on the sixty-fourth day before the election before the election. If the election is to be coordinated by the county clerk and recorder, the designated election official shall forward a copy of the affidavit of intent to the coordinated election official.

g. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day prior to the election and provide a list of valid affidavits received to the Clerk pursuant to §§ 1-4-1101 and 1102, C.R.S.

h. Publish or post within the Jurisdiction any notices or ballots if required in addition to County publications set forth in ¶ 4.b herein which notice may incorporate the County Clerk's notice pursuant to § 1-5-205, C.R.S.

i. (1) The Jurisdiction shall reimburse the City for its prorated share of the actual costs of the coordinated election and, if the Jurisdiction has a TABOR issue on the ballot, all direct costs associated with the printing and mailing of the Jurisdiction's TABOR notice package.

(2) The proration rate for actual costs of the 2015 election shall be \$1.50 per active eligible voter if there is no statewide question or statewide issue, or \$0.90 per active, eligible voter if there is a statewide question or statewide issue. The active, eligible voter count shall be based on the number of active, eligible voters in the Jurisdiction that reside in the City and County of Broomfield as of the close of election activity as shown in the statewide voter registration system.

(3) The Jurisdiction shall be responsible for all direct costs of printing and mailing the TABOR Notice for the same Jurisdiction. The costs of printing and mailing the TABOR Notice shall be in addition to the prorated amount for actual election costs. The Jurisdiction shall not be responsible for any TABOR Notice expenses if the Jurisdiction does not have a TABOR issue on the ballot.

(4) The minimum charge for election expenses for each Jurisdiction shall be \$200.

(5) The City shall submit to the Jurisdiction an invoice for all expenses incurred under this Agreement, and the Jurisdiction shall remit to the City the total payment upon receipt of such invoice.

(6) If the Jurisdiction cancels the election before its Section 20, Article X notices are due to the City and prior to the Clerk incurring any expenses, the Jurisdiction shall not be obligated for any expenses.

(7) The Jurisdiction shall be responsible for costs of recounts pursuant to § 1-10.5-101, 1-10.5-103 or 1-11-215, C.R.S., except for costs collected from an "interested party" pursuant to § 1-10.5-106, C.R.S.

j. Designate an "election officer" who shall act as the primary liaison between the Jurisdiction and the Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. The election officer may attend and observe any ballot testing or count, as scheduled by the Clerk, prior to the coordinated election. The Jurisdiction may also attend and observe the test counts conducted prior to and after the counting of ballots. On Election Day, the Jurisdiction shall provide election support by telephone and/or in person, as requested by the Clerk.

k. Mail notices pursuant to § 1-7-906(2), C.R.S. for active registered electors who do not reside within the County or counties where the political subdivision is located.

l. Carry out all actions necessary for cancellation of an election including notice pursuant to § 1-5-208, C.R.S., and pay any costs incurred by the Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to § 1-5-208(5), C.R.S.

m. If the ballot issue is one that requires the production of a mailed Taxpayer's Bill of Rights (TABOR) notice pursuant to the Colorado Constitution, Article X, Section 20, as implemented by §§ 1-40-125 and 1-7-901, *et seq.* C.R.S., the Jurisdiction shall perform the following services:

i. Accept written comments and transmit to the Clerk the final text and order of all required TABOR notices concerning Jurisdiction ballot issues in the time and manner required by §§ 1-7-901 through 904, C.R.S. Said final text shall be submitted to the Clerk in written form and via email in a Microsoft Word document with no formatting (i.e., bullets, indentation, bolding, etc.), in Arial

font and font size of 10 or as otherwise specified by the Clerk.

ii. Within 24 hours of receiving a “proof” copy of the TABOR notice text from the Clerk, the Jurisdiction shall proof and authorize the text and layout of its portion of the notice via email prior to the printing of notices. The Jurisdiction will be allowed to make corrections to the notice proof-ready copy only within that one business day. After that, the notices will be printed.

iii. Pay the Jurisdiction's proportional share of the actual costs shown in the itemized statement provided to the Jurisdiction by the Clerk either directly to the Clerk or to such vendors or subcontractors as the Clerk may designate.

iv. Mail notice, if required, to any active registered electors who do not reside within the City and County of Broomfield pursuant to § 1-7-906(2), C.R.S.

#### 4. Duties of the Clerk

The Clerk agrees to perform the following tasks and activities:

a. Except as otherwise expressly provided for in this Agreement, to act as the designated election official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the designated election official and as coordinated election official.

b. Circulate the Article X, Section 20, Ballot Issues notices pursuant to § 1-7-905 and 906(1), C.R.S., and publish and post notice, as directed in § 1-5-205, C.R.S. Publication by the Clerk will only be in the County legal newspaper, the Broomfield Enterprise, and the designated

election official is responsible for any additional notices pursuant to ¶ 3.h herein .

c. Provide places for voter registration, in-person voting, and application for and issuance of original and replacement mail ballots. Provide for the issuance and acceptance of electronic mail-in ballots to be cast by overseas military personnel in accordance with C.R.S. § 1-8-101 *et seq.* C.R.S.

d. Designate a "contact" to act as a primary liaison or contact between the Jurisdiction and the Clerk.

e. The Clerk shall assign and train election judges and this power shall be delegated by the Jurisdiction to the Clerk, to the extent required or allowed by law.

f. Identify the members of the Board of Canvassers eligible for receiving a fee. Select and appoint a Board of Canvassers to canvass the votes; said Board shall consist of Canvassers appointed consistent with the statutory requirements for a Canvass Board in a partisan election, and may, at the discretion of the Clerk, as directed by the Broomfield City Council, include up to two Broomfield registered voters who were registered as unaffiliated voters at the time of the last general election and who have remained unaffiliated through the time of appointment. The Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. All recounts required by the Code shall be conducted by the Clerk in the time and manner required by the Code.

g. If the ballot issue is one that requires the production of a mailed Taxpayer's Bill of Rights (TABOR) notice pursuant to the Colorado Constitution, Article X, Section 20, as implemented by §§ 1-40-125 and 1-7-901, *et seq.* C.R.S., the Clerk shall perform the following services and activities for the Jurisdiction's election;



- i. Determine the "least cost" method for mailing the TABOR notice package.
- ii. Combine the text of the TABOR notice produced by the Jurisdiction with those of other jurisdictions to produce the TABOR notice package. The Clerk may determine the order of the TABOR notice submittal by the Jurisdiction and those of other jurisdictions to be included in the TABOR notice package; provided the materials supplied by the Jurisdiction shall be kept together as a group and in the same order supplied by the Jurisdiction.
- iii. Address the package to "All Registered Voters" at each address of one or more active registered electors of the Jurisdiction. Nothing herein shall preclude the Clerk from sending the TABOR notice or notice package to persons other than electors of the Jurisdiction if such sending arises from the Clerk's efforts to mail the TABOR notice package at "least cost."
- iv. Mail the TABOR notice package, as required by the Uniform Election Code of 1992 ("Code") specifically including §§ 1-40-125 and 1-7-906(1), C.R.S.
- v. Provide the Jurisdiction with an itemized statement showing the Jurisdiction's proportional share of the actual cost of performing the services described herein.

5. General Provisions

- a. Time is of the essence to this Agreement. The statutory time frames of the Code shall apply to completion of the tasks required by this Agreement.

b. Conflict of Agreement with law. This Agreement shall be interpreted to be consistent with the Code and provisions of Title 31 and 22 applicable to the conduct of elections and 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this Agreement and the Colorado Regulations, the statutes shall first prevail, then this agreement, and lastly the Colorado Regulations.

c. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges or immunities the parties, their officers, or employees may possess, except as expressly provided in this Agreement.

d. This constitutes the entire agreement of the parties and no amendment may be made except in writing approved by the parties.

e. In the event the election is canceled prior to November 3, 2015, notice of such cancellation shall be provided by the Jurisdiction to the Clerk. The Jurisdiction shall reimburse the City for the actual expenses incurred in preparing for the election, and those expenses shall be paid by the Jurisdiction to the City within thirty (30) days of the receipt of an invoice therefore.

f. Notice shall be given by Jurisdiction to the Clerk at:  
Broomfield City and County Clerk  
One DesCombes Drive  
Broomfield, Colorado 80020  
(303) 464-5898  
jcandelarie@broomfield.org

and the Jurisdiction notice shall be given to the Jurisdiction at:

Jefferson County School District R-1  
Helen E. Neal  
Designated Election Official  
hneal@jeffco.k12.co.us  
1829 Denver West Dr.  
Golden CO 80401

DATED this 18th day of June, 2015.

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

---

Randy Ahrens Mayor  
One DesCombes Drive  
Broomfield, CO 80020

APPROVED AS TO FORM:

ATTEST:

---

William Tuthill  
City & County Attorney

---

Jim Candelarie  
City and County Clerk

NAME OF JURISDICTION

Jefferson County School District R-1

BY: Ken Witt )

Ken Witt  
President, Board of Education

APPROVED AS TO FORM:

ATTEST:

R. C. [Signature]  
Attorney for Jurisdiction

John J. Newkirk  
John J. Newkirk  
Secretary, Board of Education

STATE OF COLORADO )

) ss.  
County of Jefferson )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by \_\_\_\_\_ as \_\_\_\_\_

WITNESS my hand and official seal.

(SEAL)

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

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

## MEMORANDUM OF UNDERSTANDING

Salary Placements and Compensation, 2015-2016

*This memorandum of understanding is made and executed by and between Jefferson County School District R-1 ("the District") and the Jefferson County Education Association ("JCEA").*

The District and JCEA recognize that hiring qualified, experienced teachers is critical to both parties, and offering competitive salaries is an important component to accomplishing this goal. As a result, the parties agree to the following:

- 1) Initial salary offers for licensed staff new to the District with a bachelor's degree for the 2015-2016 school year will begin at \$38,000, and initial salary offers will increase by 2% for each year of K-12 experience up to a maximum of six years.
- 2) Initial salary offers for licensed staff new to the District with a master's degree for the 2015-2016 school year will begin at \$41,420, and initial salary offers will increase by 2% for each year of K-12 experience up to a maximum of six years.
- 3) Initial salary offers to licensed staff new to the District in identified hard-to-fill positions for the 2015-2016 school year will begin at \$44,840, and initial salary offers will increase by 3% for every year of experience up to a maximum of six years.

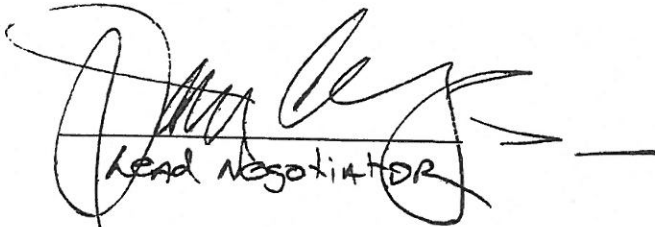
The District and JCEA recognize that retaining current staff and providing compensation increases for effective and highly effective staff in a fiscally responsible manner is also important. Therefore, the parties agree:

- 4) For the 2015-2016 school year there will be no salary increase for any licensed staff member rated ineffective as per the professional practices standards or for any non-probationary licensed staff member rated partially effective.
- 5) For the 2015-2016 school year the District will compare current salaries of all licensed staff members to the corresponding new hire salary levels stated in paragraphs 1 through 3. Licensed staff members rated effective whose salary is less than an equivalent new hire will receive a salary adjustment to bring the current licensed staff member to the new hire level. Licensed staff members rated highly effective whose salary is less than an equivalent new hire will receive a salary adjustment to bring the current licensed staff member to the new hire salary level plus an adjustment to differentiate from effective. Probationary licensed staff members rated partially effective whose salary is less than an equivalent new hire will receive a salary adjustment to bring the current licensed staff member to the new hire salary level less an adjustment to differentiate from effective.
- 6) For the 2015-2016 school year each licensed staff member not receiving a pay adjustment under paragraph five above and rated effective or highly effective and probationary licensed staff rated partially effective will receive a compensation increase. The increase will be differentiated so that

staff members rated highly effective will receive an increase greater than those staff members rated effective, who in turn will receive a compensation increase greater than those probationary staff members rated partially effective. Licensed staff with a current salary exceeding \$81,031 and those who upon receiving a compensation increase will exceed \$81,031 will have that portion of the increase that exceeds \$81,031 paid as a one-time stipend. The average increase for this group of employees will be approximately 1% but the actual percentage increases will be determined based upon the completion of cost modeling.

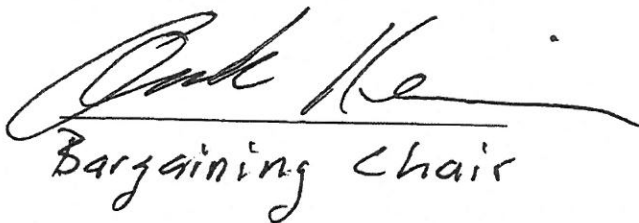
- 7) It is anticipated that all pay changes referenced in paragraphs 5 and 6 will be paid on the September 2015 paycheck.
- 8) Within 5 business days of approval of this memorandum of understanding by the Board of Education, the parties will enter a joint stipulated motion to dismiss with prejudice the cause of action currently pending before the Jefferson County District Court, Division 6, captioned Jefferson County Education Association vs. Jefferson County School District R-1, Case No. 15CV30608. The parties agree to pay their own costs and attorney fees. The parties further agree that the District may begin hiring new licensed staff in accordance with the terms of this memorandum of understanding effective immediately and retroactively as necessary.

Jefferson County School District R-1



Handwritten signature of the Lead Negotiator, consisting of a stylized cursive script.

Jefferson County Education Association



Handwritten signature of the Bargaining Chair, consisting of a stylized cursive script.

Bargaining Chair

**Jefferson County School District No. R-1  
Budget Adoption and Appropriations  
For the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016  
RESOLUTION**

WHEREAS, the Jefferson County Public School District annual budget for the fiscal year beginning July 1, 2015, and ending June 30, 2016, has been established and two public hearings have been held after duly published public notices; and

WHEREAS, the Board of Education is required by law to adopt a resolution adopting the budget for the fiscal year and authorizing total appropriation amounts to be expended during the said fiscal year.

WHEREAS, the budget provides for revenues and available resources equal to or greater than the total proposed expenditures and transfers as set forth in said budget;

BE IT RESOLVED, by the Board of Education of the Jefferson County School District No. R-1, County of Jefferson, State of Colorado, that the fiscal year 2015/2016 Budget for all funds as presented at this meeting and as amended to this date, be approved and adopted as the budget for the district for the ensuing fiscal period beginning July 1, 2015, and ending June 30, 2016 with total appropriated amounts listed below for both expenditures and interfund transfers:

<b>General Fund</b>	
Expenditures	\$626,388,488
Interfund Transfers	\$ 55,912,443
School Carry Forward Reserve	\$ 7,000,000
<b>Capital Project Fund</b>	
Capital Reserve Fund	\$ 27,546,476
Building Fund	\$ 29,522,610
<b>Debt Service Fund</b>	\$ 49,774,475
<b>Special Revenue Funds</b>	
Campus Activity Fund	\$ 25,540,228
Grant Fund	\$ 52,210,094
Transportation Fund	\$ 26,581,613
<b>Enterprise Funds</b>	
Food Service Fund	\$ 25,546,865
Child Care Fund	\$ 14,197,286
Property Management Fund	\$ 2,041,250
Interfund Transfer	\$ 200,000
<b>Internal Service Funds</b>	
Employee Benefits Fund	\$ 6,983,696
Central Services Fund	\$ 3,173,003
Technology Fund	\$ 28,407,337
Insurance Reserve Fund	\$ 7,739,490
<b>Charter School Fund</b>	\$ 71,600,266

BE IT FURTHER RESOLVED, that amounts which were budgeted and appropriated for the 2014/2015 fiscal year budget; which are authorized to be expended, reserved, encumbered or in the case of the Grant Fund, Capital Reserve Fund or Building Fund committed for various purposes and projects by Board action prior to June 30, 2015; and which are incomplete at that time be, and hereby are, ratified and re-appropriated for the 2015/2016 fiscal year for such purposes and projects.

BE IT FURTHER RESOLVED, that the adoption of this Budget Resolution shall be deemed to include the irrevocable pledging of present cash reserves for future fiscal years' payments of any multiple-fiscal year financial obligations authorized or approved by the Board of Education subsequent to November 3, 1992.


BE IT FURTHER RESOLVED, that the adoption of this Budget Resolution approves and authorizes the collection of all district fees displayed in the adopted budget. Further, all fees collected shall not be expended for any other purpose. The district shall maintain a complete list of fees, how the fee was derived and the purpose of each fee in compliance with C.R.S. 22-32-117.

BE IT FURTHER RESOLVED, that the adoption of this Budget Resolution shall be deemed to include the renewal for the 2015/2016 fiscal year of all leases, lease purchase agreements, lease agreements with an option to purchase, and installment purchase agreements in accordance with their terms which have been authorized or approved by the Board of Education subsequent to November 3, 1992.


BE IT FURTHER RESOLVED, that the designation "Adopted Budget," the name of the Jefferson County School District No. R-1, the date of adoption and the signature of the President of the Board of Education be entered upon the Adopted Budget and that the Adopted Budget, together with the Budget Resolution, be placed on file at the principal administrative office of the School District, where both shall remain throughout the 2015/2016 fiscal year and be open for inspection during reasonable business hours.

Adopted this 18th day of June, 2015

(SEAL)

By:   
Ken Witt  
President, Board of Education

Attest:

  
John Newkirk  
Secretary, Board of Education

Signed after printing document.



**Jefferson County School District No. R-1**  
**Authorizing the Use of a Portion of Beginning Fund Balances**  
**For the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016**  
**RESOLUTION**

WHEREAS, C.R.S. 22-44-105 states that a budget, duly adopted pursuant to this article, shall not provide for expenditures, interfund transfers, or reserves, in excess of available revenues and beginning fund balance.

WHEREAS, the Board of Education may authorize the use of a portion of the beginning fund balance in the budget, stating the amount to be used, the purpose for which the expenditure is needed, and the district's plan to ensure that the use of the beginning fund balance will not lead to an ongoing deficit.

WHEREAS, the Board of Education has determined the beginning fund balances in the General Fund, Capital Reserve Fund, Building Fund, Campus Activity Fund, Food Service Fund, Child Care Fund, Property Management Fund, Employee Benefits Fund, Technology Fund and Insurance Reserve Fund are sufficient to allow for the one-time expenditures and the action will not lead to an ongoing deficit.


NOW, THEREFORE, BE IT RESOLVED:

IN ACCORDANCE with C.R.S. 22-44-105, the Board of Education authorizes the use of a portion of the FY 2015/2016 Beginning Fund Balance for the following funds: General Fund in the amount of \$1,763,295 for the spend down of school carry forward reserves, Capital Reserve in the amount of \$5,117,364 related to the Jefferson/Alameda articulation changes, Building Fund in the amount of \$29,399,390 for use of bond proceeds; Campus Activity Fund in the amount of \$46,380 related to timing of activities; Food Service Fund in the amount of \$121,478 due to the increase in benefit costs; Child Care Fund in the amount of \$1,835,030 due to the spend down of full day kindergarten reserves from prior years and the program moving to the General Fund; Property Management Fund in the amount of \$106,250 due to the transfer to the Campus Activity Fund as a reimbursement to schools; Employee Benefits Fund in the amount of \$1,091,596 related to increased claim expenditures from higher participation; Technology Fund in the amount of \$2,342,612 related to the timing and implementation of projects and Insurance Reserve Fund in the amount of \$1,915,522 related to timing of claims and changes in incurred but not reported estimates.


BE IT FURTHER RESOLVED, the use of this portion of these beginning fund balances for the purpose/s set forth above will not lead to ongoing deficits in the funds.

Adopted this 18th day of June, 2015.

(SEAL)

By:   
Ken Witt  
President, Board of Education

Attest:

  
John Newkirk  
Secretary, Board of Education

Signed after printing document.

**Jefferson County School District No. R-1**  
**Authorizing the Borrowing of Unencumbered Money from Other District Funds**  
**For the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016**  
**RESOLUTION**

WHEREAS, CRS 22-44-113 authorizes the borrowing of unencumbered moneys from any one fund, except the Bond Redemption Fund, and

WHEREAS, moneys borrowed from a fund pursuant to applicable laws must be repaid to the fund when needed to meet obligations of the fund, and

WHEREAS, any such loan shall be repaid not later than three months after the beginning of the following budget year; and

WHEREAS, in order to meet ongoing obligations of the Grants Fund and the Technology Fund it may be necessary to temporarily borrow up to \$10,000,000, and


WHEREAS, estimated unencumbered moneys not to exceed \$10,000,000 are available in the General Fund, during fiscal year 2015/2016.

NOW, THEREFORE, BE IT RESOLVED:

The Board of Education authorizes the borrowing of up to \$10,000,000 from unencumbered moneys in the General Fund, for the benefit of the Grants Fund, and the Technology Fund effective July 1, 2015. This funding will be repaid to said funds no later than June 30, 2016.

Adopted this 18th day of June, 2015.

(SEAL)

By:   
Ken Witt  
President, Board of Education

Attest:

  
John Newkirk  
Secretary, Board of Education

Signed after printing document.


**Jefferson County School District No. R-1**  
**Amending the Proposed Budget**  
**For the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016**  
**RESOLUTION**

BE IT RESOLVED, by the Board of Education of the Jefferson County School District No. R-1, County of Jefferson, State of Colorado, that the fiscal year 2015/2016 Proposed Budget for all funds as submitted to the Board of Education by district leadership on May 19, 2015, be amended as follows:

- Reduce the General Fund Appropriation \$453,706 for the following changes:
  - Decrease school based budgets \$2,014,000
  - Eliminate \$763,000 substitute pay increase
  - Increase the compensation placeholder for JCEA staff \$2,323,294
- Increase the charter school appropriation \$2,255,066

Adopted this 18th day of June, 2015

(SEAL)

By:   
Ken Witt  
President, Board of Education

Attest:   
John Newkirk  
Secretary, Board of Education

Signed after printing document.