


CITY CLERK'S OFFICE MEMORANDUM
#09-01

July 23, 2009

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: Johanna Small, City Clerk 

SUBJECT: CR-75, November 3, 2009 Coordinated Election IGAs – Adams & Weld County

BACKGROUND:

Pursuant to Section 2.3 of the Northglenn City Charter, regular municipal elections shall be held on the first Tuesday in November of every odd-numbered year. At the election on November 3, 2009, a mayor and one Council member from each of the City's four wards will be elected. In addition, voters may also consider any ballot questions or issues that have been approved for placement on the ballot.

The City may choose which type of election to conduct for its regular municipal election. During budget discussions in October of 2008, it was the consensus of City Council to coordinate municipal elections with the Counties primarily because of the convenience to voters. By participating in the coordinated election, Northglenn voters will receive one ballot from the County that includes local candidates for City Council and any City questions or issues as well as any district, County or State-wide issues.

The large majority of Northglenn electors reside in Adams County. However, there are also a small number of electors that reside on property in Section 36 of Weld County, which is also part of Northglenn. Therefore, intergovernmental agreements with both Counties have been submitted for Council's consideration to participate in the coordinated election on November 3rd. The Counties have stated that they will be conducting the November 3, 2009 coordinated election as a mail ballot election. This means that eligible voters will receive a ballot in the mail and no polling places, or vote centers, will be utilized for the election. With a coordinated election, staff expects less voter confusion than if the City were to conduct its own election. Additionally, mail ballot elections typically have a higher voter turnout rate than polling place elections.

BUDGET/TIME IMPLICATIONS:

The 2009 Budget includes \$34,760 for election expenses in Account 110.61006.000.3999. According to the Adams County IGA, the City must reimburse the County for its prorata share of the actual costs of the election including the costs associated with the mailing of the TABOR notice package, if applicable. The cost is shared with other entities that participate in the coordinated election. Those entities must notify the County Clerk and Recorder of their intent to participate no later than July 24, 2009.

Generally, mail ballots are only sent to "active registered" voters. However, House Bill 08-1329 requires the Counties to also send mail ballots to those voters whose status is "inactive – failed to vote" for the November 3, 2009 election. As of July 15, 2009, the Adams County voter registration list contained 18,121 voters eligible to receive a mail ballot package. Of that number, 15,464 are "active registered" and 2,657 are "inactive – failed to vote." The County is continuing

to process undeliverable signature cards from last year, which may move a voter's status from "inactive – failed to vote" to "inactive – returned mail" thereby reducing the number of ballots to be mailed. For the 2009 coordinated election, Adams County has estimated that the cost will be approximately \$2.00 per "active registered" and "inactive – failed to vote" voter within the City. Based on the County's cost estimate and the voter registration list as of July 15th, the City's portion would be approximately \$36,242. This figure does not include costs associated with TABOR notices that may also apply depending on the type of questions set for the ballot.

According to the Weld County IGA, the cost of the election will be \$1.00 per voter, or a minimum of \$200. Based on the number of registered voters currently residing in Weld County, the City's cost will be \$200.

The preliminary estimate for the cost of a coordinated election with Adams County and Weld County is \$36,424. This cost is directly proportionate to the final number of ballots mailed to Northglenn voters, the number of entities that choose to participate in the coordinated election, and the number of TABOR issues on the ballot. At this time, it is anticipated that costs over the budgeted amount of \$34,760, up to \$41,000, could be absorbed by unexpended funds in the City Clerk's budget.

STAFF REFERENCE:

Please contact Johanna Small, City Clerk at jsmall@northglenn.org or 303-450-8757 with any questions or comments.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-75
Series of 2009

Series of 2009

A RESOLUTION TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH THE COUNTIES OF ADAMS AND WELD FOR THE PURPOSE OF THE ADMINISTRATION OF THE DISTRIBUTION OF NOTICES (TABOR NOTICE) FOR THE NOVEMBER 3, 2009 ELECTION, CONCERNING CANDIDATES AND CERTAIN BALLOT ISSUES REQUIRED PURSUANT TO COLORADO CONSTITUTION, ARTICLE X, SECTION 20(3)(b) AND THE UNIFORM ELECTION CODE OF 1992.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreements between the City of Northglenn and the Counties of Adams and Weld, attached hereto, are hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2009.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE CITY OF NORTHGLENN
FOR THE NOVEMBER 3, 2009 COORDINATED MAIL BALLOT ELECTION**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2009, by and between the Board of County Commissioners, Adams County, Colorado, located at 450 S. 4th Ave., Brighton, CO 80601, hereinafter referred to as the "County," the Adams County Clerk and Recorder, located at 1865 W. 121st Ave., Westminster, CO 80234, hereinafter referred to as the "Clerk and Recorder," and the City of Northglenn, located at 11701 Community Center Drive, Northglenn, CO 80233, hereinafter referred to as the "City," for the purpose of conducting a coordinated, mail ballot election to be held on **November 3, 2009**. The County, the Clerk and Recorder, and the City may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, pursuant to Colo. Const. art. XIV, § 18(2)(a), and § 29-1-203, C.R.S., as amended, the County and the City may cooperate or contract with each other to provide any function or service lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and incurring of debt; and,

WHEREAS, pursuant to § 1-1-111, C.R.S. of the Uniform Election Code, as amended, hereinafter referred to as the "Code," the City is authorized to contract with the Clerk and Recorder to perform all or part of the duties associated with conducting elections; and,

WHEREAS, the County, the Clerk and Recorder, and the City have determined that it is in their best interests to conduct the election as a "coordinated, mail ballot election," as such terms are defined in the Code; and,

WHEREAS, the County, the Clerk and Recorder, and the City have determined that it is in the best interests of their respective residents to cooperate and contract concerning the election upon the terms and conditions contained herein.

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

AGREEMENT

ARTICLE I: DUTIES OF THE CLERK AND RECORDER

1. **COORDINATED ELECTION OFFICIAL.** The Clerk and Recorder shall act as the “coordinated election official,” pursuant to § 1-1-104(6.5), C.R.S., as amended, and shall be responsible for the conduct of the election, which shall be in accordance with the provisions of the Code, the Taxpayer’s Bill of Rights, Colo. Const. art. X, § 20, hereinafter referred to as “TABOR,” and any pertinent Rules promulgated by the Colorado Secretary of State, hereinafter referred to as the “Rules.”

2. **MAIL BALLOT ELECTION.** The election on November 3, 2009 shall be conducted as a coordinated, mail ballot election, pursuant to the Code and the Rules. The Clerk and Recorder shall print and mail TABOR notices as appropriate and shall print, mail, receive, and tabulate the mail ballots.

3. **CONTACT OFFICER.** The Clerk and Recorder has designated Norma Burkhardt, whose telephone number is (303) 920-7875 and whose e-mail address is nburkhardt@co.adams.co.us as the “contact officer” to act as the primary liaison between the Clerk and Recorder and the City for the purposes of the election. The contact officer shall act under the authority of the Clerk and Recorder.

4. **PRECINCTS.** The Clerk and Recorder shall establish precincts, pursuant to the relevant provisions of the Code and/or Rules.

5. **VOTER LISTS.** Upon the request of the City, the Clerk and Recorder shall provide to the City a list of the names and addresses of the registered voters in the City. The list shall be certified by the Clerk and Recorder upon the request of the City’s designated election official. The City shall reimburse the Clerk and Recorder for the cost of such list based on the Clerk and Recorder’s standard rate of reimbursement. If the City’s voter registration list contains the names of eligible voters not contained in the Clerk and Recorder’s list, the City shall prepare and certify a copy of its list to the Clerk and Recorder in a timely manner. If the City believes the Clerk and Recorder’s voter registration list is inaccurate, the City shall immediately advise the Clerk and Recorder and shall work with the Clerk and Recorder on corrections and revisions in a timely manner.

6. **EMERGENCY VOTING.** The Clerk and Recorder shall provide for emergency, mail-in, and provisional voting, pursuant to the relevant provisions of the Code and/or the Rules.

7. **CERTIFICATION OF RESULTS.** The Clerk and Recorder shall appoint a canvass board, pursuant to § 1-10-101 or § 1-10-201, *et seq.*, C.R.S., as amended.

8. **RECORDS AND STORAGE.** The Clerk and Recorder shall store all election records, and any other such materials as required under the Code, for a period of

at least twenty-five (25) months after the election. Such storage shall be accessible by the City, if required, upon accompaniment by the Clerk and Recorder or a designated representative, to resolve any challenges or other legal questions that might arise. In addition, upon request, the Clerk and Recorder shall compile a list of the names of persons who vote in the election and, upon request and payment by the City, shall provide to the City a printed or electronic list containing the names of those persons.

ARTICLE II: DUTIES OF THE CITY

1. DESIGNATED ELECTION OFFICIAL. The City has designated Johanna Small, whose phone number is **303-450-8757** and whose e-mail address is jsmall@northglenn.org, as its "designated election official," pursuant to § 1-1-104(8), C.R.S., as amended. The designated election official shall act as the primary liaison between the City and the Clerk and Recorder. All communications concerning the election, whether oral or in writing, shall be directed to the Adams County Election Department, 1865 W. 121st Avenue, Westminster, CO 80234; phone number: (303) 920-7875; and facsimile number: (303) 920-7888.

2. STREET LOCATOR FILE. **In order for the Clerk and Recorder to provide correct ballots to electors, it is critical that the information contained in the City's locator file be accurate. It is the City's responsibility to ensure that the information contained in the locator file is an accurate representation of the City's street indexes contained within the City's legal boundaries.** Consequently, as long as the Clerk and Recorder has been timely notified of the City's intent to participate in the coordinated general election, the Clerk and Recorder will provide to the City a street locator file by **June 30, 2009**. The file will contain a list of the street addresses the Clerk and Recorder's system currently shows as being located in the City. The designated election official for the City shall inspect the information contained in the locator file and shall notify the Clerk and Recorder's Office by **July 17, 2009** of any changes, additions or deletions that need to be made. If required, the Clerk and Recorder will make the required changes and resubmit the locator file to the City. The City will inspect the file and shall make a final certification as to the accuracy of the locator file by no later than **July 31, 2009**. If the locator information and/or certification are not provided by the City on the date specified herein, the City may not participate in the coordinated, mail ballot election on **November 3, 2009**.

3. LEGAL NOTICES. The Clerk and Recorder shall publish notice of the election, as required by the Code, and such publication shall satisfy the publication requirement for all political subdivisions participating in the coordinated, mail ballot election, pursuant to § 1-5-205(1.4), C.R.S., as amended. However, the City shall post and/or publish any other legal notices required of the City, pursuant to relevant provisions of the Code, TABOR, the Rules, or the Colorado Municipal Code of 1965, § 31-10-101, *et seq.*, C.R.S., as amended, except as otherwise provided herein.

4. DROP OFF SITES. If a City facility is used as a drop off site, the City Clerk will ensure that all applicable laws, Rules and instructions provided by the Clerk

and Recorder will be followed by all City staff attending the ballot box. Training will be provided by the Clerk and Recorder staff at the election office and at least one individual representing the City Clerk's office shall attend prior to a City facility becoming a drop off site. On Election Day the drop off site shall be open to the public from 7 a.m. until 7 p.m. and a representative of the City Clerk's office will be present and available at the drop off site until the ballot box is picked up by the Clerk and Recorder staff.

5. PETITION FOR NOMINATION. Petitions for nomination, where applicable, shall be made available through the City's designated election official, pursuant to the applicable laws and/or rules.

6. PETITION VERIFICATION. Signatures on nomination petitions, where applicable, shall be verified by the City, pursuant to the applicable laws and/or rules.

7. WRITE-IN CANDIDATES. Affidavits of intent to become a write-in candidate, where applicable, shall be filed with the City's designated election official, pursuant to the applicable laws and/or rules.

8. BALLOT CERTIFICATION AND PREPARATION.

The City shall provide to the Clerk and Recorder the City's ballot text by no later than **September 4, 2009 at 3:00 p.m.**, which is sixty (60) days prior to the election, pursuant to § 1-5-203, C.R.S., as amended. The City shall be solely responsible for the language, content, and accuracy of the ballot text.

The ballot text shall be submitted by e-mail as an attachment that conforms to the following requirements, to Norma Burkhardt at nburkhart@co.adams.co.us, with a hard copy delivered to the Election Department, 1865 W. 121st Avenue, Westminster, CO 80234.

In accordance with C.R.S. § 1-5-407(7), no printing or distinguishing marks shall be on the ballot except as specifically provided in the code. Additionally, the ballot text **SHALL BE PROVIDED IN MICROSOFT WORD FORMAT, IN ARIAL TEN (10) POINT FONT, AND WITH NO EXTRAORDINARY FORMATTING OF ANY KIND** (including, but not limited to, no bullets, text boxes, charts, spread sheets, bolding, strike-outs, strike-throughs, quotation marks, or symbols).

All races must include the "term of office" and "vote for #" information.

An audio copy of all candidate names for City's portion of the ballot must be provided in a .wav file format attached to an email addressed to Norma Burkhardt at nburkhart@co.adams.co.us by no later than the ballot certification deadline of **September 4, 2009 at 3:00 p.m.**

Within one (1) business day of receiving a "proof-ready" copy of the ballot text from the Clerk and Recorder, the City shall proof and authorize the text and layout of its portion of

the ballot prior to the printing of ballots. The City will be allowed to make corrections to the ballot proof copy only within the one (1) business day period, but, in any event, any changes or corrections to the text **must be received by the Clerk and Recorder's Office by no later than 1:00 p.m. on September 9, 2009.** After that, the ballots will be printed.

9. **BALLOT INQUIRIES.** All inquiries and applications received by the City regarding emergency, mail-in, and provisional ballots shall be forwarded to the Clerk and Recorder.

10. **ELECTION TABULATION.** The City shall attend and observe any ballot testing, as requested and scheduled by the Clerk and Recorder, prior to the coordinated, mail ballot election. The City shall also attend and observe any post-election audit conducted after Election Day, pursuant to §§ 1-7-509 and 1-7-514, C.R.S., as amended. **The City understands that election results will not be final and official until certified by the canvas board, which may be up to 18 days after Election Day.**

11. **ELECTION DAY.** On Election Day, the City shall provide election support by telephone and/or in-person from 7 a.m. until 7 p.m. or longer, as requested by the Clerk and Recorder.

ARTICLE III: TABOR

The City shall be solely responsible for its compliance with the requirements of TABOR, Colo. Const. art. X, § 20, for the purposes of the election, unless otherwise specified herein.

If the City is required to prepare a **TABOR notice for any ballot issue(s)**, the City shall be solely responsible for its preparation, accuracy, and the language contained therein, and shall submit such notice, including pro and con summaries and fiscal information, to the Clerk and Recorder by no later than **September 22, 2009 at 3:00p.m.**, which is forty-two (42) days prior to the election, pursuant to § 1-7-904, C.R.S., as amended. Such notice, including pro and con summaries and fiscal information, shall be submitted by e-mail as an attachment that conforms to the following requirements to Norma Burkhart at nburkhart@co.adams.co.us, with a hard copy mailed to the Election Department, 1865 W. 121st Avenue, Westminster, CO 80234. The notice **SHALL BE PROVIDED IN MICROSOFT WORD FORMAT, IN ARIAL TEN (10) POINT FONT, AND WITH NO EXTRAORDINARY FORMATTING OF ANY KIND** (including, but not limited to, no bullets, text boxes, charts, spread sheets, strike-outs, strike-throughs, bolding, or symbols). If the Clerk and Recorder is responsible for preparing a TABOR notice package, the Clerk and Recorder shall do so in compliance with the provisions of TABOR, Colo. Const. art. X, § 20, and any pertinent Rules.

Except as otherwise specified herein, the Clerk and Recorder shall in no manner be responsible for the City's compliance with the requirements of TABOR, nor shall the Clerk and Recorder in any manner be responsible for the language contained in the TABOR notice(s) prepared by the City. The City shall be solely responsible for

calculating and providing to the Clerk and Recorder any fiscal information necessary to comply with TABOR, Colo. Const. art. X, § 20(3)(b), and the Clerk and Recorder shall in no way be responsible for the accuracy of the fiscal information, which shall be placed on the ballot issue notice as provided by the City.

ARTICLE IV: COSTS

The City shall reimburse the County for its prorata share of the actual costs of the coordinated, mail ballot election, as permitted under § 1-7-116(2)(b), C.R.S., as amended, including the costs associated with the mailing of the TABOR notice package (if applicable). Such proration shall be made based upon a formula of “accumulated active” and “inactive, failed to vote” voters within each entity participating in the coordinated, mail ballot election. The prorated actual costs shall include those expenses permitted by state law including, but not limited to, the costs of temporary labor, part-time labor, overtime, postage, equipment delivery, extraordinary equipment rental, printing, legal publications, mailing, materials, vote center costs if applicable, election worker expenses, and other costs. Actual costs may include charges for extraordinary ballot question length if said length results in increased printing costs. For the 2009 coordinated, mail ballot election it is estimated that costs to the City will be approximately \$2.00 per “active registered” and “inactive, failed to vote” voter within the City. **This is an estimate only.** There may be additional factors, for example anticipated voter turn out, that may affect this cost estimate. TABOR notice costs will be additional and will be billed for printing based on the number of pages consumed by the City. TABOR mailing costs will be based on the number of “active registered” and “inactive, failed to vote” voter households in the City. The County shall submit to the City an itemized invoice for all expenses incurred under this Agreement, and the City shall remit to the County the total payment within thirty (30) days of the receipt of such invoice. If the invoice is not paid in full within thirty (30) days, the balance due may be subject to a ten percent (10%) per annum interest rate from the date due until paid in full.

ARTICLE V: CANCELLATION OF THE ELECTION

In the event the election is canceled prior to **November 3, 2009**, notice of such cancellation shall be provided by the City to the Clerk and Recorder. The City shall reimburse the County for the actual expenses incurred in preparing for the election, and those expenses shall be paid by the City to the County within thirty (30) days of the receipt of an invoice therefor. If cancellation occurs after the certification deadline, full election costs may be incurred. If the actual expenses are not paid in full within thirty (30) days, the balance due may be subject to a ten percent (10%) per annum interest rate from the date due until paid in full.

ARTICLE VI: DAMAGES

Subject to the provisions of the Colorado Governmental Immunity Act, each party assumes liability for losses, costs, demands or actions arising out of or related to any

actions, errors or omissions of its officers, employees, or agents in fulfilling its responsibilities for the election or under this Agreement. Nothing contained in this Agreement shall constitute any waiver by either party of the provisions of the Colorado Governmental Immunity Act or any other immunity or defense provided by statute or common law.

ARTICLE VII: CONDUCT OF THE ELECTION

It is the intent of the parties that the County shall conduct the coordinated, mail ballot election and the City shall timely supply the Clerk and Recorder with all information needed by the County for that part of the election that is related to the City.

ARTICLE VIII: MISCELLANEOUS

1. NOTICES. Any and all notices required to be given to the Parties by this Agreement are deemed to have been received and to be effective: a) three (3) days after the same shall have been mailed by certified mail, return receipt requested; b) immediately upon hand delivery; or c) immediately upon receipt of confirmation that a facsimile transmission thereof was received. All notices shall be addressed to the parties as set forth below:

For the County:

Hal B. Warren, County Attorney
Jennifer D. Stanley, Assistant County Attorney
Adams County Attorney's Office
450 S. 4th Avenue
Brighton, Colorado 80601
Phone: (303) 654-6116
Facsimile: (303) 654-6114
hwarren@co.adams.co.us
jstanley@co.adams.co.us

For the Clerk and Recorder:

Karen Long
Adams County Clerk and Recorder
1865 W. 121st Avenue
Westminster, Colorado 80234
Phone: (303) 654-6015
Facsimile: (303) 654-6009
E-mail: klong@co.adams.co.us

Norma Burkhardt, Elections Administrator
Adams County Election Department
1865 W. 121st Avenue
Westminster, CO 80234
Phone: (303) 920-7875
Facsimile: (303) 920-7888
E-mail: nburkhart@co.adams.co.us

For the City:

Johanna Small
City of Northglenn
P.O. Box 330061
Northglenn, CO 80233
Phone: 303-450-8757
Facsimile: 303-450-8798
E-mail: jsmall@northglenn.org

2. INTEGRATION OF UNDERSTANDING. This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by all of the parties.

3. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect. No subsequent resolution or ordinance enacted by the County or the City shall impair the rights of the County, the Clerk and Recorder, or the City hereunder without the written consent of all of the parties.

4. TIME OF ESSENCE. Time is of the essence under this Agreement. The statutory time frames or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chairman

Date

ATTEST:
KAREN LONG,
CLERK AND RECORDER

Approved as to form:

Deputy Clerk

Adams County Attorney's Office

CLERK AND RECORDER
ADAMS COUNTY, COLORADO

Karen Long

Date

Johanna Small
FOR THE CITY:

Name:
Title:

Date

ATTEST:

City Clerk

Date

Approved as to form:

City Attorney's Office

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

2009 Master

City of Northglenn, hereinafter referred to as "Jurisdiction," does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as "Commissioners," and the Weld County Clerk and Recorder, hereinafter referred to as "County Clerk," concerning the administration of the November 3, 2009, Coordinated Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter "Code"), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk'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, 2009, and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election official, and

WHEREAS, the County Clerk is the "Coordinated Election official" pursuant to § 1-7-116(2), C.R.S., and is to perform certain election services in consideration of performances 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, et seq., C.R.S.

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

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 3, 2009, Coordinated Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk 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 petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice 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, § 22-31-103, 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 County Clerk in final form. The ballot content,

including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to § 1-5-203(3)(a), C.R.S.

- d. Publish and post notice of election pursuant to § 1-5-205(1), C.R.S., and include the information regarding the walk-in location address for application or return of mail ballots as set forth in paragraph 4.d of this Agreement.
- e. Accept written comments for and against ballot issues pursuant to §§ 1-7-901 and 1-40-125(2)(e), 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 but only to the extent required pursuant to § 1-7-903(3), C.R.S. The full text of any required ballot issue notices must be transmitted to and received by the County 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. Accept affidavits of intent to accept write-in candidacy up until close of business on August 31, 2009, and provide a list of valid affidavits received and forward them to the County Clerk pursuant to § 1-4-1102 (2), C.R.S.
- g. Pay the sum of \$1.00 per registered elector eligible to vote in the Jurisdiction's election as of the final date of registration prior to the November 3, 2009, election, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. In addition, Jurisdiction shall also reimburse Clerk for payment of members of the Board of Canvassers, eligible to be paid, the sum of \$15 per day pursuant to § 1-10-201(4), C.R.S., when the Jurisdiction designates persons for the Board of Canvassers pursuant to paragraph 4.g. of this Agreement. If the Jurisdiction cancels the election before its Section 20, Article X notices are due to the County and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses. The Jurisdiction shall also be responsible for costs of recounts pursuant to §§ 1-10.5-107, 1-10.5-104, or 1-11-215 C.R.S., except for costs collected from an "interested party" pursuant to §1-10.5-106 which shall be collected by the entity conducting the recount.
- h. Designate an "election officer" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality is resolving not to use the provisions of the Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail notices pursuant to § 1-7-906(2) for active registered electors who do not reside within the County or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to § 1-5-208, C.R.S., and pay any costs incurred by the County 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.

4. Duties of County 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 County Clerk will only be in the County legal newspaper and the Greeley Tribune.
- c. Send a November 3, 2009, mail ballot packet to each eligible elector during the period from October 12 to 19, 2009.
- d. Provide 3 locations for voters to apply for and obtain mail ballots:
 - The Weld County Election Office, 1401 North 17th Avenue, Greeley, CO
 - The Southwest Weld Office (Del Camino), 4209 County Road 24 ½, Longmont, CO
 - Southeast Weld Office, 2950 9th Street, Fort Lupton, CO
 - October 12 – November 2, 2009 – 8:00 a.m. – 5:00 p.m. – Monday – Friday
 - Election Day – November 3, 2009 – 7:00 a.m. – 7:00 p.m.
- e. Give notice to Jurisdiction of the number of registered electors within the Jurisdiction as of the effective date of cutoff for registration; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction.
- f. Designate a “contact” to act as a primary liaison or contact between the Jurisdiction and the County Clerk.
- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes; provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make those appointments, and shall notify the County Clerk in writing of those appointments not later than 15 days prior to the election. The County 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.
- i. Establish combined precincts pursuant to § 1-5-102.7, C.R.S., if warranted, and subject to the separate express approval by the Board of County Commissioners.

5. General Provisions

- a. Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the 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. Liquidated damages provision

In the event that a Court of competent jurisdiction finds that the election for the Jurisdiction was void or otherwise fatally defective as a result of the sole negligence or failure of the County Clerk to perform in accordance with this Agreement or laws applicable thereto, then the County Clerk shall, as liquidated damage, not as a penalty, refund all payments made, pursuant to paragraph 3.g. of this Agreement and shall, if requested by the Jurisdiction, conduct the next Coordinated Election which may include any election made necessary by a defect in the election conducted pursuant to this Agreement with no fee assessed to the Jurisdiction. This remedy shall be the sole and exclusive remedy for damages available to the Jurisdiction under this Agreement.

- d. 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.

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

- f. Notice shall be given by Jurisdiction to the Clerk by phone:

(970) 304-6525, Extension 3178, fax (970) 304-6566,
E-mail: rsantos@co.weld.co.us, Address: PO Box 459, Greeley, CO 80632

The Jurisdiction notice shall be given to the Jurisdiction at:

Phone: 303-450-8757, fax: 303-450-8798,

E-mail: jsmall@northglenn.org and

Address: PO Box 330061, Northglenn, CO 80233

DATED this _____ day of _____, 2009.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Steve Moreno, Clerk and Recorder

William F. Garcia, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

City of Northglenn

APPROVED AS TO FORM:

ATTEST:

Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)