

## NOTICE OF REGULAR MEETING AND AGENDA



**August 24, 2016**

**Educational Services Center  
395 South Pratt Parkway  
Longmont, Colorado 80501**

Robert J. Smith, President, Board of Education

Dr. Don Haddad, Superintendent of Schools

### **DISTRICT VISION STATEMENT**

*To be an exemplary school district  
which inspires and promotes high  
standards of learning and student  
well-being in partnership with  
parents, guardians and the  
community.*

### **DISTRICT MISSION STATEMENT**

*To educate each student in a safe  
learning environment so that they  
may develop to their highest  
potential and become contributing  
citizens.*

### **ESSENTIAL BOARD ROLES**

*Guide the superintendent  
Engage constituents  
Ensure alignment of resources  
Monitor effectiveness  
Model excellence*

### **BOARD MEMBERS**

*John Ahrens, Member  
Debbie Lammers, Secretary  
Dr. Richard Martyr, Member  
Paula Peairs, Treasurer  
Joie Siegrist, Vice President  
Amory Siscoe, Asst Secretary  
Robert J. Smith, President*

#### **1. CALL TO ORDER:**

7:00 pm Regular Business Meeting

#### **2. ADDENDUMS/CHANGES TO THE AGENDA:**

#### **3. AUDIENCE PARTICIPATION:**

#### **4. VISITORS:**

1. Silver Creek High School Visiting Chinese Students

#### **5. REPORTS:**

1. Northridge Leadership Team Update

#### **6. CONSENT ITEMS:**

1. Approval: First Reading, Adoption, Board Exhibit JQ-E – Schedule of Student Fees (2015-2016)
2. Approval: Approval of Request to Grant Exception to Conflict of Interest Policy GBEA-Dougherty
3. Approval: Approval of Request to Grant Exception to Conflict of Interest Policy GBEA-Canyon Performance
4. Approval: Approval of Contract for Armored Car Services
5. Approval: Approval of Contract Increase-Cabling Services Project

#### **7. ACTION ITEMS:**

1. Recommendation: Approval of Recommendation to Hire Dean of Students for Mead High School
2. Recommendation: Approval of Recommendation to Hire Director of Technology
3. Recommendation: Adoption of Resolution Declaring a Bond Ballot Issue Question Approving Ballot Language
4. Recommendation: Resolution to Adopt a Position of Advocacy in Support of the 2016 Bond Ballot Issue and Declaring this Issue a Matter of Public Concern
5. Recommendation: Approval of Intergovernmental Agreements for Boulder, Larimer, and Weld Counties and the City and County of Broomfield to Participate in the 2016 Coordinated Election

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Robert J. Smith, President*

### **8. DISCUSSION ITEMS:**

1. Bond Planning Process Update
2. Colorado Association of School Boards Legislative Resolutions

### **9. ADJOURNMENT:**

**Board of Education Meetings: Held at 395 South Pratt Parkway, Board Room, unless otherwise noted:**

Wednesday, September 14

7:00 pm Regular Meeting

Wednesday, September 21

6:00 – 8:00 pm Study Session-**Sunset  
Middle School**

Wednesday, September 28

7:00 pm Regular Meeting

## MEMORANDUM

DATE: August 24, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Northridge Leadership Team Update

PURPOSE

For the Board of Education to receive an update on the Northridge Leadership Team.

BACKGROUND

The Northridge team updated the Board on how they've been systematically and intentionally using the following to support increased student achievement:

Accountable Talk in all subject areas and all grade levels to support increasing academic English Language development, higher order thinking skills and student engagement.

Use of Close Reading and Close Reading protocols with grade-level text at all grade levels in reading, STEM, and content areas.

Implementation of speaking and writing frames to support academic talk, writing and increased achievement in all subject areas.

Students and staff have been pleased with the success and engagement as a result of this work with their students.

## MEMORANDUM

DATE: August 24, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: First Reading, Adoption, Board Exhibit JQ-E – Schedule of Student Fees (2015-2016)

RECOMMENDATION

For the Board of Education to adopt the minor revision to Board Exhibit JQ-E – Schedule of Student Fees (2015-2016).

BACKGROUND

Recommendations for fees to be charged for various courses provided within the District are suggested by building administrators annually. These fees are to be used for consumable products necessary for the success of the students enrolled in those particular courses.

For the 2016-2017 school year, there were no changes to the fees, so the only revision was to change 2015-2016 to 2016-2017.



## Schedule of Student Fees (20156-20167)

Participation in courses, activities and acquisition of miscellaneous items may either be required or elective depending on individual student choice and academic pathway towards graduation. Fees related to courses, activities and miscellaneous items are required when a student's choice is elective or there are no additional options available for completion of a graduation requirement.

### ELEMENTARY LEVEL

Students may be requested to bring specific, necessary supplies for their own use in the classroom. A district-wide common supply list will be provided to the parent. Schools may not require students to bring supplies to the class to be "pooled" or for shared use by the other students. Donations voluntarily shared will be considered optional.

Course/Activities/Miscellaneous Fees	Cost	Description
Full Day Kindergarten	\$145	Registration for program
Materials Fees	\$10	School-specific, hard-to-find expendable items and non-standard classroom materials
100 Mile Club	\$10	Incentive package for optional participation

### MIDDLE SCHOOL LEVEL

Students may be requested to bring specific, necessary supplies for their own use in the classroom. A district-wide common supply list will be provided to the parent. Schools may not require students to bring supplies to the class to be "pooled" or for shared use by the other students. Donations voluntarily shared will be considered optional.

Course/Activities/Miscellaneous Fees	Cost	Description
<b><u>COURSES</u></b>		
Art Courses	\$15	Supplies and Materials
Family and Consumer Science Courses	\$20	Supplies and Materials
Math Courses	\$10	Workbooks
Music Courses	\$20	Supplies, Materials and Parts Replacement
Physical Education Courses	\$15	Uniform
Science Courses	\$10	Supplies, Materials and Lab Fees (Consumable Experiment Items)

World Language Courses	\$12	Workbooks
<b><u>ACTIVITIES</u></b> Athletics	\$55	Per sport – Intramurals Participation
<b><u>MISCELLANEOUS</u></b> Technology Courses 1:1 Technology Insurance	\$15 \$35 \$17.50	Supplies and Materials Full Year – Optional insurance fee Semester – Optional insurance fee
Photo ID Replacement	Not to Exceed \$4	Lost/Stolen Replacement (Original no cost)
Planners	\$7	Assignment Notebooks

**HIGH SCHOOL LEVEL**

Schools may not require students to bring supplies to class to be “pooled” or for shared use by other students. Donations voluntarily shared will be considered optional.

Advanced Placement (AP), International Baccalaureate (IB), STEM and other focus program courses may incur additional costs that will vary.

Testing-Related Costs for activities such as AP, SAT, ACT, PSAT, etc., may incur costs for materials and administration. Actual costs will vary.

<b>Course/Activities/Miscellaneous Fees</b>	<b>Cost</b>	<b>Description</b>
<b><u>COURSES</u></b> Arts (Visual/Performing) Courses	Not to Exceed \$30	Supplies and Materials
Career and Technical Education Courses (Site-Based) Includes - Family and Consumer Science Courses and Business Courses	Not to Exceed \$20	Supplies, Materials and Workbooks
Stage Technology	Not to Exceed \$30	Supplies and Materials
eCredit Recovery Courses	\$50	Costs for online maintenance
Marching Band	Not to Exceed \$50	Entry Fees, Transportation and Color Guard Costs
Music Courses	Not to Exceed \$20	Supplies, Materials, Workbooks and Uniform Rentals
Physical Education Courses	Not to Exceed \$10	Supplies, Materials, PE Lock and CPR/First Aid Cards
Science Courses	Not to Exceed \$10	Supplies, Materials and Workbooks
Technology Courses Includes - Computer Science	Not to Exceed \$10	Supplies and Materials

World Language Courses	Not to Exceed \$30	Supplies, Materials and Workbooks
<b><u>ACTIVITIES</u></b>		
Athletics	\$150 \$120 Exception: \$500 Family Maximum	1 <sup>st</sup> and 2 <sup>nd</sup> sport – Participation 3 <sup>rd</sup> sport – Participation
Cheerleading	Not to Exceed \$30	Participation
Forensics	Not to Exceed \$120	Participation
<b><u>MISCELLANEOUS</u></b>		
1:1 Technology Insurance	\$35  \$17.50	Full year – Optional insurance fee Semester – Optional insurance fee
Parking Pass	Not to Exceed \$5 Annually	Decals and Administrative Costs
Photo ID Replacement	Not to Exceed \$4	Lost/Stolen Replacement (Original no cost)

### Career Development Center

Course/Activities/Miscellaneous Fees	Cost	Description
Automotive	\$40	Uniform, Safety Glasses, Supplies and Materials
Multimedia	\$40	Supplies and Materials
Cosmetology	\$450 Hairstyling Kit	Program Kit, Lab Fee
Culinary Arts (Restaurant Careers)	\$50	Student Kit
First Year	\$70	Student Kit
Second Year	\$35	Student Kit (If equipment from first year already purchased – if not, total cost from year 1 and 2 also needed)
Third Year		
Dental Assisting	\$35	Supplies and Materials, Dental Convention – CPR Certification
Emergency Response	\$45	Supplies and Materials, CPR Certification
Engineering Technology	\$80	Supplies and Materials
Health Careers	\$50	Supplies and Materials, CPR Certification
Plant and Environmental Tech/Horticulture	\$25	Supplies and Materials
Welding	\$20	Supplies and Materials

The Board may approve fees recommended by the superintendent as tuition for programs offered during that period of the calendar year not embraced within the regular school year.

Adopted: March 12, 2003

Revised: December 10, 2003  
Revised: January 14, 2004  
Revised: December 8, 2004  
Revised: January 26, 2005  
Revised: December 14, 2005  
Revised: December 13, 2006  
Revised: January 23, 2008  
Revised: February 11, 2009  
Revised: September 9, 2009  
Revised: February 10, 2010  
Revised: March 9, 2011  
Revised: May 9, 2012  
Revised: April 10, 2013  
Revised: December 11, 2013  
Revised: May 14, 2014  
Revised: April 1, 2015  
Revised: June 24, 2015

St. Vrain Valley School District RE-1J, Longmont, Colorado

## MEMORANDUM

DATE: August 24, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Request to Grant Exception to Staff Ethics/Conflict of Interest Policy

RECOMMENDATION

That the Board of Education allow an exception to the current Staff Ethics/Conflict of Interest Policy GBEA. This exception would enable Joan Dougherty, an Accounts Payable Technician in the Finance Department and part owner of Longmont Welding, Inc., to provide welding services to the St. Vrain Valley School District.

BACKGROUND

Board Policy GBEA, Staff Ethics/Conflict of Interest, states, "No school district employee or firm owned by a school district employee shall be allowed to sell to the district or its schools or staff goods or services of any kind without express prior written consent of the Board of Education."

Joan Dougherty is employed by the District as an Accounts Payable Technician in the Finance Department. She is part owner along with her husband of Longmont Welding, Inc., a local welding company. Both the Operations & Maintenance and Transportation Departments have purchased welding services from Longmont Welding.

Since Ms. Dougherty is an employee and she co-owns Longmont Welding, Inc., she is requesting a waiver from Policy GBEA so Longmont Welding, Inc., can continue to provide welding services to the St. Vrain Valley School District.

The administration recommends approval of this exception.

## MEMORANDUM

DATE: August 24, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Request to Grant Exception to Staff Ethics/Conflict of Interest Policy

RECOMMENDATION

That the Board of Education allow an exception to the current Staff Ethics/Conflict of Interest Policy GBEA. This exception would enable Tom Dueber, a soccer coach at Longmont High School, to provide sports agility and fitness training to individuals and teams within the District.

BACKGROUND

Board Policy GBEA, Staff Ethics/Conflict of Interest, states, "No school district employee or firm owned by a school district employee shall be allowed to sell to the district or its schools or staff goods or services of any kind without express prior written consent of the Board of Education."

Tom Dueber is employed by the District as a soccer coach at Longmont High School. He also owns and operates Canyon Performance Fitness, which offers sports agility and fitness training to individuals and teams.

Since Mr. Dueber is an employee and he owns his agility business, he is requesting a waiver from Policy GBEA so he can continue to market this service to all schools within the St. Vrain Valley School District.

The administration recommends approval of this exception.

## MEMORANDUM

DATE: August 24, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of Contract for Armored Car Services

RECOMMENDATION

That the Board of Education authorize the administration to enter into a contract with Armored Knights to provide depository services, pending successful contract negotiation, and further authorize Greg Fieth, Chief Financial Officer, to sign all necessary documents. The estimated value of the contract will not exceed \$40,000.00.

BACKGROUND

The District's current provider, Wells Fargo Bank, notified the District that daily depository services will no longer be provided. As of August 31, 2016, the District will assume responsibility of establishing a contract and managing District-wide depository service needs.

Financial Services requested Purchasing obtain cost proposals from armored car service providers. Armored Knights provides daily depository services for school districts and municipalities along the Front Range through a cooperative pricing agreement. Bid tabulation results are provided for reference.

With this transition, District delivery drivers no longer transport daily deposits to Wells Fargo Bank. The armored car service meets all District safety and security standards.

Armored Car Services				
Services	Brinks	Loomis	Armored Knights	Garda
1x Week (Monthly rate per location)	\$ 95.35	\$ 88.77	\$ 46.00	\$ 195.60
2x Week (Monthly rate per location)	\$ 182.00	\$ 177.74	\$ 92.00	\$ 391.20
Other				
Premise Time	4 Minutes (\$3.00 Over)	7 Minutes	7 Minutes	5 Minutes - \$23.95/minute after 5
Fuel Charges	Calculated Monthly 6.25%	Calculated Monthly	Included	Calculated Monthly
Number of Items	10 Items	10 Items	No minimum listed	5 item limit \$1.95 each item over
Note: Based on one-year term				
24/hr next day drop off				



## MEMORANDUM

DATE: August 24, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of Contract Increase – Cabling Services Project

RECOMMENDATION

That the Board of Education approve an increase of \$50,000 to the contract with American Datapath, Inc., for the Cabling Services Project for a total contract amount of \$175,845 including contingency, and authorize Brian Lamer, Assistant Superintendent of Operations, to sign contract documents and initiate scope changes in accordance with Board of Education policy.

BACKGROUND

In April 2016, the contract for Bid #2016-048 Cabling Services project was awarded to American Datapath, Inc. The change of wireless access standard required additional cables at each school resulting in a contract increase.

Funding for the expanded scope of the project is available from mill levy dollars dedicated to technology.

## MEMORANDUM

DATE: August 24, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Recommendation to Hire Dean of Students for Mead High School

### RECOMMENDATION

That the Board of Education approve the recommendation to hire Mr. Douglas Gordon as the Dean of Students for Mead High School, effective August 29, 2016.

### BACKGROUND

Mr. Gordon graduated from Illinois State University, with a Bachelor of Science in History. He continued his education at the University of Northern Colorado, where he completed his Master of Arts in Special Education. He later completed his Educational Leadership from the University of Northern Colorado.

For the past year, Mr. Gordon has served as a Special Education Teacher at Longmont High School, where he was responsible for IEP reports and coordinating School Special Education Facilitator's (SSEF) responsibilities for the Special Education Department. Prior to that, he served as a Special Education and History teacher at Windsor High School for fourteen years. Mr. Gordon has also coached basketball, football, lacrosse and baseball throughout his career.

### SALARY

Annual salary will be according to schedule.

## MEMORANDUM

DATE: August 24, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Approval of Recommendation to Hire Director of Technology

### RECOMMENDATION

That the Board of Education approve the recommendation to hire Mr. Patrick Mount as Director of Technology, effective August 1, 2016.

### BACKGROUND

Mr. Mount graduated from the University of Colorado, Boulder, with a Bachelor of Arts in Mathematics. He continued his education at the University of Northern Colorado, where he completed his Master of Arts in Mathematics. In addition, he completed his Data Fellowship from Harvard University.

Mr. Mount has served St. Vrain Valley Schools for the past three years as an Enterprise Application Manager, where he led Programmers, Digital Curriculum Specialist and Help Desk teams. He was also responsible for identifying systematic improvements and technical solutions. Prior to that, he served as a Data Analyst, Programmer and SIS Manager in Thompson School District for four years. Mr. Mount was also an IT Project Coordinator for Centennial BOCES for two years. Throughout his career, Mr. Mount has served on the Board of Directors for Colorado Student Information Systems Users' Group and Colorado Technology in Education as the President.

### SALARY

Annual salary will be according to schedule.

## MEMORANDUM

DATE: August 24, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Adoption of Resolution Declaring a Bond Ballot Issue Question Approving Ballot Language

RECOMMENDATION

That the Board of Education adopt the attached resolution for a bond ballot issue at the general election to be held on November 8, 2016, and substantially approve the ballot language contained within the resolution.

BACKGROUND

As part of an increase in student population, as well as the ongoing operation of a school district, it has become necessary for the question of a bond issue to be placed on the local ballot.

Over the past several months the Board of Education has reviewed, studied and discussed information and recommendations brought forth by the community and staff for a 2016 School Bond. At the August 10, 2016 Board of Education meeting, the Board of Education declared its intent to participate in the November 8, 2016 coordinated election. Focusing on only the highest needs, the Board of Education pared down the final projects to be included in the 2016 School Bond Issue not to exceed \$260.34 million. The final school bond package will include projects cited as critical needs for the purposes of acquiring, constructing or purchasing school buildings and grounds, enlarging, improving, repairing and making additions to school buildings and equipping schools, and providing other capital assets for District purposes, including repairing and renovating existing school buildings District-wide, enhancing educational, innovative and science, technology, engineering and math programs District-wide.

## **RESOLUTION**

WHEREAS, the St. Vrain Valley School District No. RE-1J, Boulder, Larimer and Weld Counties, and the City and County of Broomfield, Colorado (the “District”), is a public corporation duly organized and existing under the Constitution and the laws of the State of Colorado; and

WHEREAS, the members of the Board of Education of the District (the “Board”) have been duly elected, chosen and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval for any new tax, the creation of any debt and for spending certain moneys above limits established by TABOR; and

WHEREAS, the Board has determined that it is in the interest of the District to provide the voters with the opportunity to decide whether to approve additional capital resources for school district capital projects and improvements as described in Section 4 below, all at a cost estimated at approximately \$260.34 million (the “Project”); and

WHEREAS, TABOR requires the District to submit ballot issues (as defined in TABOR) to the District’s electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, November 8, 2016, is one of the election dates at which ballot issues may be submitted to the eligible electors of the District pursuant to TABOR; and

WHEREAS, the Clerk and Recorder of Boulder, Larimer and Weld Counties and the City and County of Broomfield (collectively, the “County Clerks”) will conduct the election on November 8, 2016, as a coordinated election (the “election”); and

WHEREAS, it is necessary to submit to the eligible electors of the District, at the election, the proposition of creating general obligation indebtedness in the aggregate principal amount of not to exceed \$260.34 million to finance the Project and increasing taxes to pay such debt; and

WHEREAS, the District will not have held more than one other election on the question of contracting a bonded indebtedness for any purpose within the twelve months immediately preceding the election herein called.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, IN THE COUNTIES OF BOULDER, LARIMER AND WELD, AND THE CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO:

**Section 1.** All action heretofore taken (not inconsistent with the provisions of this resolution) by the District and the officers thereof, directed towards the election, the Project and the objects and purposes herein stated are, ratified, approved and confirmed. Unless otherwise defined herein, all terms used herein shall have the meanings specified in Section 22-42-101, C.R.S. or Section 1-1-104, C.R.S.

**Section 2.** The election shall be conducted as a coordinated election in each of the Counties pursuant to TABOR, Article 42 of Title 22, C.R.S., and the Uniform Election Code of 1992, and all laws amendatory thereof and supplemental thereto. The election shall also be conducted by the County Clerks of each of the Counties. The District hereby determines that the election shall be held on November 8, 2016, and that there shall be submitted to the eligible electors of the District the question set forth herein. Because the election will be held as part of the coordinated election, the Board hereby determines that each of the County Clerks shall conduct the election on behalf of the District pursuant to the Uniform Election Code of 1992.

**Section 3.** The total aggregate principal amount of the indebtedness to be incurred from time to time for the portion of the Project to be acquired pursuant to this resolution shall not exceed the sum of \$260.34 million.

**Section 4.** The Board hereby authorizes and directs the officers of the District to certify on or before September 9, 2016, the following question in substantially the form hereinafter set forth to the County Clerks. Such question shall be submitted to the eligible electors of the District at the election.

BALLOT ISSUE NO. 3[ ]:

SHALL ST. VRAIN VALLEY SCHOOL DISTRICT NO. RE-1J DEBT BE INCREASED \$260.34 MILLION, WITH A REPAYMENT COST OF NOT TO EXCEED \$413,514,275 AND SHALL DISTRICT TAXES BE INCREASED NOT MORE THAN \$45,583,025 ANNUALLY, AND SHALL THE EXPENDITURE OF THE PROCEEDS OF SUCH DEBT BE LIMITED TO THE FOLLOWING PURPOSES:

- REPAIR AND RENOVATE EXISTING SCHOOL BUILDINGS DISTRICT-WIDE TO EXTEND THEIR USEFUL LIFE, ADDRESS SAFETY AND SECURITY ISSUES, AND MAKE FACILITIES MORE ENERGY EFFICIENT;
- CLASSROOM ADDITIONS, INFRASTRUCTURE IMPROVEMENTS AND CONSTRUCTING AND EQUIPPING THREE NEW SCHOOL BUILDINGS TO ADDRESS STUDENT GROWTH AND CAPACITY NEEDS DISTRICT-WIDE;
- ACQUIRE AND EQUIP SCHOOL BUILDINGS WITH ENHANCED EDUCATIONAL, INNOVATIVE, SCIENCE, TECHNOLOGY, ENGINEERING AND MATH (STEM) PROGRAM OPTIONS FOR STUDENTS DISTRICT-WIDE;

SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, TO BE SOLD IN ONE SERIES OR MORE, FOR A PRICE ABOVE OR BELOW THE PRINCIPAL AMOUNT OF SUCH SERIES, ON TERMS AND CONDITIONS, AND WITH SUCH MATURITIES AS PERMITTED BY LAW AND AS THE DISTRICT MAY DETERMINE, AND SHALL THE MILL LEVY BE INCREASED IN ANY YEAR, WITHOUT LIMITATION OF RATE AND IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH DEBT OR ANY REFUNDING DEBT (OR TO CREATE A RESERVE FOR SUCH PAYMENT)?

**Section 5.** Greg Fieth is hereby appointed as the designated election official of the District for purposes of performing acts required or permitted by law in connection with the election.

**Section 6.** If a majority of the votes cast on the questions to authorize general obligation indebtedness and the levy of ad valorem property taxes submitted at the election shall be in favor of incurring general obligation indebtedness and levying ad valorem property taxes as provided in such questions, the District acting through the Board shall be authorized to proceed with the necessary action to incur general obligation indebtedness and levy ad valorem property taxes in accordance with such questions.

Any authority to contract general obligation indebtedness or to levy ad valorem property taxes, if conferred by the results of the election, shall be deemed and considered a continuing authority to contract the general obligation indebtedness and levy the ad valorem taxes so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

**Section 7.** If a majority of the votes cast on the question authorize the issuance of bonds as described in the bond question set forth above, the District intends to issue such bonds in the approximate aggregate principal amount of \$260.34 million to pay the costs of the Project, including the reimbursement of certain costs incurred by the District prior to the execution and delivery of such bonds, upon terms acceptable to the District, as authorized in a resolution to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith. The officers, employees and agents of the District shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by the resolution. The District shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h). This resolution is intended to be a declaration of “official intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

**Section 8.** Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

**Section 9.** The officers of the District are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

**Section 10.** All orders, bylaws and resolutions, or parts thereof, in conflict with this resolution, are hereby repealed.

**Section 11.** If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

ADOPTED AND APPROVED this August 24, 2016.

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

(SEAL)

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Robert J. Smith, President, Board of Education

Attest:

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Debbie Lammers, Secretary of the Board of Education



STATE OF COLORADO )  
 )  
CITY AND COUNTY OF BROOMFIELD, )  
BOULDER, LARIMER AND WELD COUNTIES ) SS.  
 )  
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J )

I, Debbie Lammers, the duly qualified and acting Secretary of St. Vrain Valley School District RE-1J (the “District”), in the Counties of Boulder, Larimer and Weld, and the City and County of Broomfield and State of Colorado, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the “Resolution”) introduced at a regular meeting of the Board of Education of the District (the “Board”) on August 24, 2016.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the regular meeting of August 24, 2016, by an affirmative vote of a majority of the members of the Board as follows:

Name	“Yes”	“No”	Absent	Abstain
Robert J. Smith, President				
Joie Siegrist, Vice President				
Paula Pairs, Treasurer				
Debbie Lammers, Secretary				
Amory Siscoe, Assistant Secretary				
John Ahrens, Member				
Dr. Richard Martyr, Member				

3. The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the President of the Board, sealed with the District seal, attested by the Secretary and recorded in the minutes of the Board.

5. Attached hereto as Exhibit A is a copy of the notice of the regular meeting on August 24, 2016, which notice was posted in one place within the District at least 24 hours before such meeting and which notice included agenda information, if available, as provided by law.

6. There are no bylaws, rules or regulations of the Board which prevent the immediate adoption of the Resolution set forth in the foregoing proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District, this August 24, 2016.

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Debbie Lammers, Secretary of the Board of Education

(SEAL)

## EXHIBIT A

(Attach Notice of Meeting)

32392878v1

## NOTICE OF REGULAR MEETING AND AGENDA



**August 24, 2016**

**Educational Services Center  
395 South Pratt Parkway  
Longmont, Colorado 80501**

Robert J. Smith, President, Board of Education

Dr. Don Haddad, Superintendent of Schools

### **DISTRICT VISION STATEMENT**

*To be an exemplary school district  
which inspires and promotes high  
standards of learning and student  
well-being in partnership with  
parents, guardians and the  
community.*

### **DISTRICT MISSION STATEMENT**

*To educate each student in a safe  
learning environment so that they  
may develop to their highest  
potential and become contributing  
citizens.*

### **ESSENTIAL BOARD ROLES**

*Guide the superintendent  
Engage constituents  
Ensure alignment of resources  
Monitor effectiveness  
Model excellence*

### **BOARD MEMBERS**

*John Ahrens, Member  
Debbie Lammers, Secretary  
Dr. Richard Martyr, Member  
Paula Peairs, Treasurer  
Joie Siegrist, Vice President  
Amory Siscoe, Asst Secretary  
Robert J. Smith, President*

#### **1. CALL TO ORDER:**

7:00 pm Regular Business Meeting

#### **2. ADDENDUMS/CHANGES TO THE AGENDA:**

#### **3. AUDIENCE PARTICIPATION:**

#### **4. VISITORS:**

1. Silver Creek High School Visiting Chinese Students

#### **5. REPORTS:**

1. Northridge Leadership Team Update

#### **6. CONSENT ITEMS:**

1. Approval: First Reading, Adoption, Board Exhibit JQ-E – Schedule of Student Fees (2015-2016)
2. Approval: Approval of Request to Grant Exception to Conflict of Interest Policy GBEA-Dougherty
3. Approval: Approval of Request to Grant Exception to Conflict of Interest Policy GBEA-Canyon Performance
4. Approval: Approval of Contract for Armored Car Services
5. Approval: Approval of Contract Increase-Cabling Services Project

#### **7. ACTION ITEMS:**

1. Recommendation: Approval of Recommendation to Hire Dean of Students for Mead High School
2. Recommendation: Approval of Recommendation to Hire Director of Technology
3. Recommendation: Adoption of Resolution Declaring a Bond Ballot Issue Question Approving Ballot Language
4. Recommendation: Resolution to Adopt a Position of Advocacy in Support of the 2016 Bond Ballot Issue and Declaring this Issue a Matter of Public Concern
5. Recommendation: Approval of Intergovernmental Agreements for Boulder, Larimer, and Weld Counties and the City and County of Broomfield to Participate in the 2016 Coordinated Election

## NOTICE OF REGULAR MEETING AND AGENDA



**August 24, 2016**

**Educational Services Center  
395 South Pratt Parkway  
Longmont, Colorado 80501**

Robert J. Smith, President, Board of Education

Dr. Don Haddad, Superintendent of Schools

### **DISTRICT VISION STATEMENT**

*To be an exemplary school district  
which inspires and promotes high  
standards of learning and student  
well-being in partnership with  
parents, guardians and the  
community.*

### **DISTRICT MISSION STATEMENT**

*To educate each student in a safe  
learning environment so that they  
may develop to their highest  
potential and become contributing  
citizens.*

### **ESSENTIAL BOARD ROLES**

*Guide the superintendent  
Engage constituents  
Ensure alignment of resources  
Monitor effectiveness  
Model excellence*

### **BOARD MEMBERS**

*John Ahrens, Member  
Debbie Lammers, Secretary  
Dr. Richard Martyr, Member  
Paula Peairs, Treasurer  
Joie Siegrist, Vice President  
Amory Siscoe, Asst Secretary  
Robert J. Smith, President*

### **8. DISCUSSION ITEMS:**

1. Bond Planning Process Update
2. Colorado Association of School Boards Legislative Resolutions

### **9. ADJOURNMENT:**

**Board of Education Meetings: Held at 395 South Pratt Parkway, Board Room, unless otherwise noted:**

Wednesday, September 14

7:00 pm Regular Meeting

Wednesday, September 21

6:00 – 8:00 pm Study Session-**Sunset**

**Middle School**

Wednesday, September 28

7:00 pm Regular Meeting

## MEMORANDUM

DATE: August 24, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Resolution to Adopt a Position of Advocacy in Support of the 2016 Bond Ballot Issue and Declaring this Issue a Matter of Public Concern

RECOMMENDATION

Contingent upon the approval of the resolution submitting the 2016 Bond Ballot Issue to the electorate, it is recommended that the Board of Education approve the attached Resolution adopting a position of advocacy in support of the ballot issue, declaring the issue to be a matter of public concern, and authorizing an expenditure for the publication of a fair and balanced factual summary for the ballot issue.

BACKGROUND

As per Section 1-45-117, C.R.S., of the Fair Campaign Practices Act, the Board is adopting a position of advocacy in support of the bond issuance ballot issue. The Board unanimously and enthusiastically supports the 2016 bond ballot issue and urges the voters of the District to vote "yes" on the issue in the November 2016 election, and authorize the expenditure of up to \$20,000 for the printing of a fair and balanced summary for the ballot issue.

**A RESOLUTION IN SUPPORT OF REFERRED MEASURE APPEARING ON THE  
NOVEMBER, 2016 GENERAL ELECTION BALLOT, DECLARING THAT THE  
REFERRED MEASURE IS OF PUBLIC CONCERN TO THE ELECTORATE, AND  
AUTHORIZING EXPENDITURES FOR A FAIR AND BALANCED FACTUAL  
SUMMARY FOR THE BALLOT ISSUE**

**WHEREAS**, the Board of Education of the St. Vrain Valley School District RE-1J (herein, "District") has previously passed a Resolution to submit and refer a bond ballot issue to the District's electorate at the general election to be held on November 8, 2016; and

**WHEREAS**, the Referred Measure will request that the electorate approve the incurrence of bonded indebtedness in amounts up to and including \$260,340,000 for the purposes of acquiring, constructing or purchasing school buildings and grounds, enlarging, improving, repairing and making additions to school buildings and equipping schools, and providing other capital assets for District purposes, including repairing and renovating existing school buildings District-wide, enhancing educational, innovative, science, technology, engineering and math programs District-wide; and

**WHEREAS**, it is the goal of the St. Vrain Valley School District RE-1J (District) and its Board of Education to increase the spectrum of learning and/or broaden educational opportunities and choices available to all students across the District, and to ensure all students are prepared for the next level of education, higher college admission standards, or to enter a more highly skilled work place; and

**WHEREAS**, the St. Vrain Valley School District's annual enrollment is increasing by approximately 800 additional students each year, currently exceeding 32,000 PK-12 students; and

**WHEREAS**, it is the goal of the Board of Education that the District provide all of its students with an educational learning environment that is safe, efficient, and conducive to learning; and

**WHEREAS**, the Board of Education has determined that there are not sufficient funds in the District's General Fund and the Board does not anticipate that existing sources of revenue will be sufficient to generate and meet the capital needs of the District to accomplish these goals; and

**WHEREAS**, the passage of the bonded indebtedness authorization ballot issue is crucial to the future of the District, its students, and the St. Vrain Valley community; and

**WHEREAS**, the bonded indebtedness authorization Ballot Issues is a matter of public concern of the District's electorate;

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF EDUCATION OF  
THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J:**

1. That the Board of Education unanimously and enthusiastically supports the bonded indebtedness authorization, and urges the voters of the District to vote "yes" on this Ballot Issue at the November 8, 2016 election.
2. This Resolution shall be in full force and effect immediately upon adoption by this Board. Pursuant to Section 1-45-117(1)(b)(III)(A), Colorado Revised Statutes, the passage of this Resolution may be reported, and this Resolution may be distributed, through established, customary means, other than paid advertising, by which information about other proceedings of this Board are regularly provided to the public.
3. Pursuant to Section 1-45-117(1)(b)(I), Colorado Revised Statutes, the 2016 bond indebtedness authorization Ballot Issue is hereby deemed to be of public concern of the District's electorate and that the District's administration is authorized to expend up to the sum of \$20,000 for the publication and dispensing of a factual summary concerning this ballot issue to include, but not be limited to, a reference document and other information that provide a factual summary, which shall include arguments both for and against the proposal, on any issue of public concern before the electorate in the jurisdiction.

**ADOPTED AND APPROVED on August 24, 2016.**

**ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J**

By \_\_\_\_\_  
Robert J. Smith, President, Board of Education

[DISTRICT SEAL]

ATTEST:

\_\_\_\_\_  
Debbie Lammers, Secretary of the Board



## MEMORANDUM

DATE: August 24, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Approval of Intergovernmental Agreements with Boulder, Larimer and Weld Counties, and the City and County of Broomfield

### RECOMMENDATION

That the Board of Education approve the Memorandum of Intergovernmental Agreement for Conduct of Coordinated Elections with Boulder, Larimer and Weld Counties, and the City and County of Broomfield, and further authorize Greg Fieth as the Designated Election Official to sign the agreement documents.

### BACKGROUND

The Uniform Election Code requires that these intergovernmental agreements, which set forth the terms and conditions under which the respective counties will conduct coordinated elections, be approved by the participating parties. According to the election timeline, the last day for the District to sign the intergovernmental agreements is August 30, 2016. Approval of these agreements will fulfill this requirement.

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN ST VRain VALLEY  
SCHOOL DISTRICT RE-1J AND THE BOULDER COUNTY CLERK AND  
RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2016 GENERAL  
ELECTION TO BE HELD NOVEMBER 8, 2016**

This Intergovernmental Agreement for coordinated election ("IGA") is made and entered into by and between the **St. Vrain Valley School District RE-1J** (the "Jurisdiction"), and the County Clerk and Recorder for Boulder County, Colorado (the "County Clerk" or "Clerk") (together "the Parties").

**1. RECITALS AND PURPOSES**

1.1 The County Clerk and the Jurisdiction are each authorized to conduct elections as provided by law; and

1.2 The election to be held on November 8, 2016 (the "Election") shall be conducted as a "mail ballot election" as defined in the Uniform Election Code of 1992 ("the Code") and the Rules and Regulations of the Colorado Secretary of State ("the Rules"); and

1.3 Pursuant to § 1-7-116(2), Colorado Revised Statutes ("C.R.S."), the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election; and

1.4 Section 20 of Article X of the Colorado Constitution ("TABOR") requires the production of a mailed notice ("TABOR Notice") concerning tax and liability ballot issues that will be submitted to the electors of Boulder County; and

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and landowners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the Election and provide for a reasonable sharing of the actual costs of the Election among the County and other participating political subdivisions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which is acknowledged, the Parties agree as follows:

**2. GENERAL MATTERS**

2.1 The County Clerk shall act as the chief designated election official in accordance with C.R.S. §1-1-110 and will be responsible for the administration of the Election as detailed in the Code and the Rules.

2.2 Boulder County Clerk and Recorder Hillary Hall will be the primary liaison and contact for the County Clerk. The Jurisdiction designates Greg Fieth as its "Election Officer" who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction's obligations under this IGA. If the Code requires a "designated election official" within the Jurisdiction to perform tasks, the Election Officer shall act as such designated election official. Nothing in this IGA relieves the County Clerk or the Jurisdiction's Governing Board from their official responsibilities for the conduct of the Election.

2.3 **Term.** The term of this IGA shall be from the date of signing through December 30, 2016.

### 3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 **Initial ballot layout.** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The ballot text must be satisfactory to the Clerk. Furthermore, no content changes by the Jurisdiction shall be allowed after the September 9, 2016 certification of the ballot, without the approval of the County Clerk or as directed by the Clerk. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction's review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements.

3.2 **Final ballot layout.** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Jurisdiction shall return the final draft form ballot proofs on or before September 16, 2016. The Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 **Ballot printing and mailing.** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the Jurisdiction; address a mail ballot packet to each elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between October 17, 2016 and October 21, 2016. In cooperation and coordination with the Clerk, the vendor shall perform the printing, preparation of the ballots for mailing, and the mailing of the ballots.

3.4 **Voter Service and Polling Centers.** The County Clerk shall provide Voter Service and Polling Centers from October 24, 2016 through Election Day. The County Clerk will hire and train staff to operate Voter Service and Polling Centers in 16 locations across Boulder County, including in Boulder, Lafayette, Longmont, Louisville, Nederland and Superior.

3.5 ***Additional ballots.*** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular and provisional ballots to electors in the manner and method required by the Code.

3.6 ***Mail ballots.*** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; a secrecy sleeve (if the type of ballot requires such secrecy sleeve to maintain the privacy of the vote); an inner verification/return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 ***Ballot security.*** The County Clerk will track inventory and provide security for all ballots as required by the Code.

3.8 ***Election Judges.*** The County Clerk will appoint, train, provide written materials to and pay a sufficient number of qualified election judges to receive and process the voted ballots.

3.9 ***TABOR Notice.*** If applicable, the County Clerk, through a vendor, will distribute to all Boulder County registered electors' households the printed TABOR Notice submitted by the Jurisdiction along with those of other jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the TABOR Notice Package shall be shared on a prorated basis as further described in section 6 below. The Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to notice.

3.10 ***Testing.*** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code.

3.11 ***Election Support.*** The County Clerk will provide support to the Election Officer via telephone, email or in person throughout the Election process and during all ballot-counting procedures for the Election.

3.12 ***Tally.*** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The Clerk will release initial election returns after 7:00 p.m. on the date of the Election. With the exception of Provisional Ballots, all ballots received by 7:00 p.m. on November 8, 2016 shall start to be counted the night of the Election and may extend until the next day. The unofficial results will be published to the County website following the completion of the Election Day counting. The Clerk will count and tally valid cured and provisional ballots on or before 7:00 pm on November 16, 2016.

3.13 ***Certification of results.*** Jurisdictions shall be issued a certified statement of results by November 28, 2016.

#### 4. RESPONSIBILITIES OF JURISDICTION

4.1 ***Boundaries of Jurisdiction.*** If any annexations to the Jurisdiction have occurred between January 1, 2016 and the date of the signing of this IGA, the jurisdiction is responsible for informing the County Clerk in writing by the date of the signing of this IGA.

4.2 ***Ballot content and layout.*** No later than September 9, 2016, the Election Officer shall certify the ballot order and content for the Jurisdiction and deliver the certified ballot layout to the County Clerk. The ballot layout shall be in a form acceptable to the Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot issues or ballot questions the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in C.R.S. § 1-5-412 at the Jurisdiction's expense.

4.3 ***Audio for visually impaired.*** Within 7 days of the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall submit to the Clerk a high quality audio recording with the name of each candidate clearly spoken on the recording. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall timely make any modifications to the audio recording requested by the County Clerk.

4.4 ***TABOR Notice.*** The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot issue(s) in the manner required by Article X, Section 20 of the Colorado State Constitution by September 27, 2016. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and allow the Jurisdiction time to proofread their portion of the TABOR Notice.

4.5 ***Final layout.*** The Jurisdiction shall timely make any modification to the ballot layout requested by the County Clerk. The Jurisdiction shall review, proofread, and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and, if applicable, TABOR Notice within 24 hours of the County Clerk providing the Jurisdiction with the copy to be proofed.

4.6 ***Testing.*** The Jurisdiction must provide two people to participate in Logic and Accuracy Tests, which will be scheduled during the week of October 10, 2016, and may take place over a number of days.

4.7 ***Cancellation of Election by the Jurisdiction.*** If the Jurisdiction resolves not to hold the election or to withdraw a ballot issue, the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk may be informal. The Jurisdiction shall provide proof of the Jurisdiction's formal action canceling the election or withdrawing a ballot issue(s) as soon as practicable after the Jurisdiction's formal action. The

Jurisdiction shall promptly pay the County Clerk the full actual costs relating to the Jurisdictions election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication of such cancellation or withdrawal of ballot or question(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot issue(s) or question(s) in the office of the County Clerk, and the Election Officer shall post notice of the cancellation at buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in C.R.S. § 1-5-208.

## **5. PROVISIONS UNIQUE TO SPECIAL DISTRICTS AND OTHER COORDINATING DISTRICTS**

**5.1 *Boundaries of Jurisdiction.*** No later than the date this IGA is signed by the Jurisdiction, the Jurisdiction shall either confirm that the map of its boundaries provided to the County Clerk and County Assessor in January of 2016 is current and accurate or provide an accurate map. The Jurisdiction is responsible for ensuring that its boundaries are accurately defined in the Assessor's database because the County Clerk uses this database to identify eligible voters.

**5.2 *Multi-county special district jurisdictions.*** If the Jurisdiction's boundaries include areas outside of Boulder County, the County Clerk will communicate with the corresponding counties to create a master list of all property owner ballots issued in this jurisdiction.

**5.3 *Non-resident property owners entitled to vote.*** Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the County will review a list of such property owners and identify those owners who may be entitled to vote in the Jurisdiction's election. The County will complete the review and create a list of potentially eligible non-resident property owners by September 20, 2016, 48 days prior to Election Day. The County will send this list to the Jurisdiction for review and approval. Once this list has been approved by the Jurisdiction, the Clerk will send non-resident property owners on the final list a letter and self-affirmation to establish eligibility. See **Attachment A – Non-Resident Property Owner Letter** (attached only if applicable). The Clerk will send mail ballots to the non-resident property owners who return to the Clerk the signed affirmation establishing their eligibility.

## **6. PAYMENT**

**6.1 *Intent.*** This section addresses the reasonable sharing of the actual cost of the Election among the County and the political subdivisions participating in the Election.

**6.2 *Responsibility for costs.*** The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the coordinated election on behalf of the Jurisdiction.

**6.3 State Election Costs.** The State of Colorado's share of the costs of conducting the election shall be reimbursed as established by the Code, and the Jurisdiction shall not be responsible for any portion of the election costs attributable to the state.

**6.4 Invoice.** The Jurisdiction shall pay the County Clerk the Jurisdiction's share of the Clerk's costs and expenses in administering the Election within thirty days of receiving an invoice from the Clerk. If the invoice is not timely paid by the Jurisdiction, the Clerk, in his or her discretion, may charge a late fee not to exceed 1% of the total invoice per month.

**6.5 Cost Allocation.** The County Clerk will determine the jurisdiction's invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the coordinated election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR notice publication and mailing costs will also be billed for in the invoice. The Jurisdiction agrees to pay the invoice within 30 days of receipt unless the Clerk agrees to a longer period of time.

**6.6 Disputes.** The Parties shall attempt to resolve disputes about the invoice or payment of the invoice informally. If the Parties cannot reach an informal resolution, disputes regarding the invoice or the payment of the invoice shall be filed in Boulder County or District Court, depending on the amount.

## **7. MISCELLANEOUS**

**7.1 Notices to Parties.** Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax or email was received to the fax numbers or email addresses of the Parties as set forth below or to such party or addresses as may hereafter be designated in writing.

To County Clerk:  
Hillary Hall  
1750 33rd St., Suite 200  
Boulder, CO 80301-2546  
303-413-7700  
Fax: 303-413-7728  
E-mail: [hhall@bouldercounty.org](mailto:hhall@bouldercounty.org)

To Election Officer:  
Greg Fieth, Chief Financial Officer  
St. Vrain Valley School District  
395 S. Pratt Parkway  
Longmont, Colorado 80501  
Phone: 303-702-7546  
FAX: 303-682-7343  
[fieth\\_greg@svvdsd.org](mailto:fieth_greg@svvdsd.org)

**7.2 Amendment.** This IGA may be amended only in writing, and following the same formality as the execution of the initial IGA.

**7.3 Integration.** The Parties acknowledge that this IGA constitutes the sole agreement between them relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party.

7.4 **Waiver of claims.** The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified in paragraph 7.5 below and claims arising out of willful and wanton acts of the Clerk.

7.5 **Limitation of damages.** If a lawsuit is filed challenging the validity of the Jurisdiction's election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction's election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the Clerk shall refund all amounts paid to the Clerk under section 6 above. The Clerk shall not be responsible for any other judgment, damages, costs, or fees.

7.6 **Conflicts of this IGA with the Law, impairment.** If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

7.7 **Time of the essence.** Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

7.8 **Good faith.** The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

7.9 **Third party beneficiary.** The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this IGA shall give or allow any claim or right of action by any other or third person. It is the express intent of the Parties that any person receiving services or benefits under this IGA shall be deemed an incidental beneficiary.

IN WITNESS WHEREOF, the Parties have signed this IGA.

Boulder County

Jurisdiction

\_\_\_\_\_  
Hillary Hall Date  
Boulder County Clerk and Recorder

\_\_\_\_\_  
Jurisdiction Administrator Date

\_\_\_\_\_  
Elections Officer Date

Approved as to form:

\_\_\_\_\_  
*Catherine Jelleco*  
Attorney for Jurisdiction



AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF  
BROOMFIELD AND **ST VRAIN VALLEY SCHOOL DISTRICT RE-1J** FOR THE CONDUCT OF A 2016  
GENERAL ELECTION

THIS Intergovernmental Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of August, 2016, by and between **ST VRAIN VALLEY SCHOOL DISTRICT RE-1J**, 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 the 2016 General 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 8, 2016, 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 8, 2016 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, or as a shared Google Doc, 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 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. (1) Except as provided in subsection (2) of this section, the affidavit of intent for write-in candidates 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. 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.

f. 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.

g. 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.

h. (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 2016 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 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.

i. 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. On Election Day, the Jurisdiction shall provide election support by telephone and/or in person, as requested by the Clerk.

j. 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.

k. 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.

l. 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 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, or as a shared Google Doc, 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. Final TABOR ballot issue notice text shall be submitted to the Clerk in hard copy and via email in a Microsoft Word document, or as a shared Google Doc, 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.

#### 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 coordinated election official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the 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. § 1-8.3-101 *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.



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 8, 2016, 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:

St. Vrain Valley School District  
Greg Fieth, Chief Financial Officer  
395 S. Pratt Parkway  
Longmont, CO 80501  
Phone: 303-702-7546  
Fax: 303-682-7343  
fieth\_gregory@svvdsd.org

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

---

Charles Ozaki  
City and County Manager  
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


ST VRAIN VALLEY SCHOOL DISTRICT RE-1J

BY: \_\_\_\_\_  
(Title) \_\_\_\_\_

ATTEST

APPROVED AS TO FORM:

\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
Attorney for Jurisdiction

STATE OF COLORADO )

County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2016, by \_\_\_\_\_ as

\_\_\_\_\_  
WITNESS my hand and official seal.

(SEAL)

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

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

## **INTERGOVERNMENTAL AGREEMENT FOR GENERAL ELECTION**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Larimer County Clerk and Recorder ("County Clerk") and St. Vrain Valley School District RE-1J ("Entity"). Agreement is made effective upon the signature of Entity and County Clerk.

Amendments or strikethroughs to Agreement are not allowed without consent of County Clerk.

Pursuant to C.R.S. §1-7-116(2), an agreement concerning the preparation, conduct and actual cost of an Election is required. Agreement shall be signed no later than August 30, 2016.

### **WITNESSETH**

**WHEREAS**, pursuant to C.R.S. §1-7-116(2), as amended, County Clerk and Entity shall enter into an agreement for the administration of their respective duties concerning the conduct of the General Election to be held on November 8, 2016, ("Election"); and

**WHEREAS**, County Clerk and Entity are authorized to conduct elections as provided by law; and

**WHEREAS**, County Clerk will conduct 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 ("Code") and the current Colorado Secretary of State Election Rules, as amended ("Rules"); and

**WHEREAS**, Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and shall participate in Election.

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

### **ARTICLE I PURPOSE AND GENERAL MATTERS**

#### **A. Goal.**

The purpose of Agreement is to set forth the respective tasks in order to conduct Election and to allocate the cost thereof.

#### **B. Coordinated Election Official.**

County Clerk shall act as the "Coordinated Election Official" ("CEO") in accordance with Code and Rules and shall conduct Election for Entity.

County Clerk designates Doreen Bellfy, whose telephone number is 970.498.7941, to act as the primary liaison ("Contact Officer") between County Clerk and Entity. Contact Officer shall act under the authority of County Clerk and shall have primary responsibility for the coordination of Election with Entity.

**C. Designated Election Official.**

Entity designates Greg Fieth as its "Designated Election Official" ("DEO"), whose phone is 303-682-7203, cell is 303-210-0239, email is fieth\_gregory@svvvsd.org and fax is 303-682-7343, to act as the primary liaison between Entity and Contact Officer. DEO shall have primary responsibility for Election procedures to be handled by Entity. DEO shall act in accordance with Code and Rules. DEO shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer in advance, for the purposes of consultation and decision-making on behalf of Entity. In addition, DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in Entity's election.

**D. Jurisdictional Limitation.**

Entity encompasses territory within Larimer County, Colorado. Agreement shall be construed to apply only to that area of Entity situated within Larimer County.

**E. Term.**

The term of Agreement shall be through December 31, 2016, and shall apply only to Election.

**ARTICLE II  
DUTIES OF COUNTY CLERK**

**A. Voter Registration.**

Supervise, administer and provide necessary facilities and forms for all regular voter registration sites.

**B. Ballot Preparation.**

1. Lay out the text of the ballot in a format that complies with Code and Rules. To avoid ballot space issues, the County Clerk requests each ballot question and ballot issue be not more than 250 words.
2. County Clerk will assign the letter and/or number of Entity's ballot question(s) or ballot issue(s) which will appear on the ballot, and provide this assignment to Entity.

Sign on the line provided below to indicate acknowledgement.

\_\_\_\_\_  
Signature



3. Provide ballot printing layouts and text for Entity's review and signature. If Entity fails to provide approval by the required deadline, the content is to be considered approved.
4. Certify the ballot content to the printer(s).
5. Contract for ballots.

**C. Voter Lists.**

Upon request of Entity, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in Entity.



**D. Property Owners.**

(Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in the election.)

1. Mail affidavits to all property owners within Entity as stipulated in the "Duties of Entity", Article III, Section G.
2. Provide mail ballot packets to all eligible property owners who are registered to vote at the eligible property address.
3. Provide mail ballot packets to all eligible property owners who do not reside on the property but are registered electors of the State of Colorado and who have returned completed and signed affidavits.

**E. Election Judges.**

Appoint and compensate a sufficient number of election judges to conduct Election.

**F. Mail Ballot.**

1. Provide that mail ballot packets be mailed to every active registered elector and that Election be conducted in accordance with C.R.S. Title 1, Article 7.5.
2. Establish drop-off locations in accordance with C.R.S. §1-5-102.9(4) for the purposes of allowing electors to drop-off their completed mail ballots.

**G. Voter Service and Polling Center ("VSPC") sites.**

1. Establish VSPCs in accordance with C.R.S. §1-5-102.9, coordinate the location and operation of the VSPC sites and conduct all accessibility site surveys.
2. Obtain and provide all ballots, forms, equipment and supplies necessary for mail and accessible voting.
3. Obtain and provide all ballots, forms, equipment and supplies necessary to verify and issue ballots to property owners who are registered to vote in the State of Colorado but who do not reside in Entity. (Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in the election.)
4. Provide all necessary Election personnel to conduct Election.

**H. Voting Jurisdiction.**

Pursuant to C.R.S. §1-5-303 and subject to Entity providing the information referenced in Article III(C)(1), County Clerk shall provide an Address Library Report from the Statewide Colorado Voter Registration and Election database ("Address Library Report") no later than July 29, 2016, which will list the street addresses located in both Entity and Larimer County according to the statewide voter registration system. In order to create Address Library Report, County Clerk must first receive from Entity the information referenced in Article III(C)(1).

**I. Election Day Preparation.**

1. Provide, no later than twenty days before Election, notice by publication of a mail ballot election in accordance with C.R.S. §1-7.5-107(2.5). Such notice shall satisfy the publication requirement for all entities participating in the election pursuant to C.R.S. §1-5-205(1.4).
2. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509 and Rules.
3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.
4. Prepare and conduct post-election audit of voting equipment and vote-counting equipment in accordance with C.R.S. §1-7-509 and Rules.

**J. TABOR Notice.**

1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within Entity not less than thirty days prior to Election in compliance with Article X, Section 20 of the Colorado Constitution and any applicable Code and Rules.
2. Entity will be responsible for mailing the TABOR notice to each address of one or more active registered electors who own property but who do not reside within Entity.
3. Charge Entity for all expenses associated with printing, labeling and mailing (postage) for the TABOR notice. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of addresses where one or more active registered voters of Entity reside.
4. County Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Larimer County where one or more active registered voters of Entity reside.
5. Nothing herein shall preclude County Clerk from sending the TABOR Notice of Entity to persons in addition to the electors of Entity, if such sending arises from County Clerk's efforts to mail the TABOR Notice at the least cost.

**K. Counting Ballots.**

1. Conduct and oversee the ballot counting process and report the results by entity.
2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

**L. Certifying Results.**

1. Appoint, instruct and oversee the Board of Canvassers.
2. Certify the results of Entity's Election within the time required by law and provide Entity with a copy of all Election statements and certificates required under Code and Rule.
3. If a recount is called for, conduct a recount in accordance with Code and Rule.



**M. Recordkeeping.**

1. Pursuant to C.R.S. §1-7-802, retain all Election records as required.
2. Keep an accurate account of all Election costs.

**N. No Expansion of Duties.**

Nothing contained in Agreement is intended to expand the duties of County Clerk beyond those set forth in Code or Rules.

**ARTICLE III  
DUTIES OF ENTITY**

**A. Authority.**

Provide County Clerk with a copy of the ordinance or resolution stating that Entity will participate in Election in accordance with the terms and conditions of Agreement. The ordinance or resolution shall further authorize the presiding officer of Entity or other designated person to execute Agreement.

**B. Call and Notice.**

1. Publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule or regulation.
2. Entity will be responsible for mailing the TABOR notice to each address of one or more active registered electors who own property but who do not reside within Entity in accordance with C.R.S. §1-7-906(2).

**C. Voting Jurisdiction – Certifying Entity Address Boundaries.**

1. If Entity is not already identified by a tax authority code in the County Assessor's records, Entity shall:
  - Provide County Clerk with a legal description, map and listing of street addresses located within Entity in Larimer County no later than July 1, 2016, at 5:00 p.m.
    - This information shall be provided to County Clerk in Microsoft Excel and shall include "high/low" street address ranges for both "odd/even" sides of each street.
  - Certify the accuracy of such information.
2. County Clerk will deliver Address Library Report to Entity as referenced in Article II(H), along with an Address Library Report Sign-Off Form ("Sign-Off Form").
3. Entity shall review all information in Address Library Report and indicate on Sign-Off Form whether any changes are needed, or whether the report is complete and accurate.
4. It is Entity's responsibility to ensure that the information contained in Address Library Report is an accurate representation of the streets contained within Entity's legal boundaries.
5. If Entity requests any changes to Address Library Report on Sign-Off Form, County Clerk will make the requested changes and return the amended Address Library Report to Entity along with a second Sign-Off Form, no later than 5:00 p.m. on August 12, 2016.
6. Entity must return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 19, 2016.



**D. Petitions, Preparation and Verification.**

Perform all responsibilities required to certify any candidate or initiative petition to the ballot.

**E. Ballot Preparation.**

1. Be solely responsible for determining whether a ballot race, ballot question, or ballot issue is properly placed before the voters.

Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. To avoid space issues on the ballot, County Clerk requests each ballot question and issue be not more than 250 words.

Each ballot issue or ballot question submitted shall be followed by the words "yes/for" and "no/against".

Sign on the line provided below to indicate acknowledgement.

\_\_\_\_\_  
Signature



2. Pursuant to C.R.S. §1-5-203(3)(a), provide a certified copy of the ballot content (race(s), question(s) and issue(s)) to County Clerk as an email attachment to [elections@co.larimer.co.us](mailto:elections@co.larimer.co.us) or on compact disc (650 MB or higher), at the earliest possible time and in any event no later than sixty days before Election, no later than September 9, 2016, by 5:00 p.m.

The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots in the following format:

Microsoft Word  
Font Type: Arial  
Font Size: 8 point  
Justification: Left  
All Margins: 0.5 inches

3. The certified list of ballot race(s), ballot question(s) and/or ballot issue(s) submitted by Entity shall be final.
4. Proofread and approve Entity's ballot content for printing immediately upon receipt from County Clerk. Entity shall provide an email address and designate a person to be available for proofing and approving ballot content for printing.

Due to time constraints, Entity must provide contact information for someone who is available from 8:00 a.m. to 10:00 p.m. from September 9, 2016 until September 19, 2016, or until final approval of printing of ballots has been reached. County Clerk agrees to keep all contact personnel informed of ballot printing status. Entity has designated Greg Fieth, whose phone is 303-682-7203, cell is 303-210-0239, email is fieth\_gregory@svvvsd.org and fax is 303-682-7343.

5. Once approval has been received, County Clerk will not make any changes to the ballot content. If Entity fails to provide approval by the required deadline, the content will be considered approved.
6. It is the responsibility of Entity to ensure that all candidates seeking election in Entity, file all necessary forms required by the Campaign Finance rules outlined at [www.tracer.sos.colorado.gov](http://www.tracer.sos.colorado.gov).

7. It is the responsibility of Entity to ensure an audio pronunciation is provided for each candidate as it is certified to County Clerk no later than September 9, 2016. See Exhibit B for details.

Sign on the line provided below to indicate acknowledgement.

Signature

N/A



8. Entity shall defend and resolve at its sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s) as certified to County Clerk for inclusion in Election.

**F. Election Participation.**

If requested by County Clerk, provide person(s) to participate and assist in Election process. The person(s) provided by Entity must be registered to vote in Larimer County.

**G. Property Owners.**

(Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.)

1. Notify and provide information and materials to property owners regarding the location(s) which an eligible elector may vote at any VSPC site. C.R.S. §1-7-104.
2. Entity shall be responsible for obtaining its property owner list(s) from the County Assessor's office in accordance with C.R.S. §1-5-304. Entity shall provide an initial list of eligible electors who are registered to vote in Colorado and own property within Entity to County Clerk, no later than October 3, 2016, and will provide a final list of eligible electors who are registered to vote in Colorado and own property within Entity to County Clerk, no later than October 17, 2016. The list shall be in the following format:
  - Excel (.xls/.xlsx) or Text (comma separated .txt) format (Excel is preferred)
  - Each property owner must be listed as a separate entry
  - Trusts, LLC, Corporations and Entities may not be considered eligible electors (Consult Legal Advice if necessary)
  - Separate columns with the following information:
    - Owner Name
    - Property Address
    - Mailing Address
    - Mailing City
    - Mailing State
    - Mailing Zip
3. All property owners contained in the list provided by Entity will be sent an affidavit that complies with Code and Rules. Each eligible elector who resides outside Entity, but is registered to vote in the State of Colorado, must complete, sign and return the affidavit to County Clerk. Once County Clerk receives and verifies the eligibility of the elector sending the affidavit, a ballot packet containing the question(s) or issue(s) certified by Entity will be mailed to the eligible elector.

Those electors that reside on the property will not be required to complete the affidavit.



## H. TABOR Notice.

1. For any ballot issue(s) of Entity that require a TABOR notice, Entity is responsible for preparing the language for the TABOR notice in compliance with Article X, Section 20 of the Colorado Constitution and any pertinent Code and Rules.
2. Entity shall be solely responsible for timely providing to County Clerk a complete TABOR notice. County Clerk shall in no way be responsible for Entity's compliance with TABOR or the accuracy or sufficiency of any TABOR notice.
3. The process of receiving written comments relating to ballot issue(s) and summarizing such comments, as required by TABOR, is the sole responsibility of Entity.
4. Entity shall be solely responsible for the preparation, accuracy, and contents of its TABOR notice(s), if any, and shall submit such notice, including pro and con summaries and fiscal information, to County Clerk no later than 5:00 p.m. on September 27, 2016, pursuant to C.R.S. §1-7-904. Such notice shall be provided to County Clerk as an email attachment to elections@co.larimer.co.us or on compact disc (650 MB or higher) in the following format:

Microsoft Word  
Font Type: Arial  
Font Size: 8 point  
Justification: Left  
All Margins: 0.5 inches

5. The certified TABOR notice, including all text, summary of comments and fiscal information shall be final.
6. Proofread and approve Entity's TABOR content for printing. Entity shall provide an email address and designate a person to be available for proofing and approving TABOR content for printing. Due to time constraints, Entity must provide contact information for someone who is available from 8:00 a.m. to 10:00 p.m. from September 27, 2016 until September 30, 2016, or until final approval of the TABOR has been reached. County Clerk agrees to keep all contact personnel informed of TABOR printing status. Entity has designated Greg Fieth, whose phone is 303-682-7203, cell is 303-210-0239, email is fieth\_gregory@svvdsd.org and fax is 303-682-7343.
7. Once approval has been received, County Clerk will not make any changes to the TABOR content. If Entity fails to provide approval by the required deadline, the content will be considered approved.
8. Pursuant to C.R.S. §1-7-906(2), Entity shall be responsible for mailing the TABOR notice to each address of one or more eligible electors who own property but who do not reside within Entity.

## I. Cancellation of Election by Entity.

If Entity resolves not to participate in Election, Entity shall immediately deliver to Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that Entity may not cancel after the 25<sup>th</sup> day prior to the Election, October 14, 2016, pursuant to C.R.S. §1-5-208(2).

Entity shall reimburse County Clerk for the actual expenses incurred in preparing for Election. If cancellation occurs after the certification deadline, full election costs may be incurred. Entity shall publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules Entity's Charter and any other statute, rule or regulation.

## **ARTICLE IV COSTS**

### **A. Election Costs.**

The minimum fee for election services is \$650.00.

1. Entity's proportional share of costs shall be based on County expenditures relative to Election and the number of eligible electors per Entity. Costs include, but are not limited to, supplies, printing, postage, legal notices, temporary labor, rentals, and other expenses attributable to County Clerk's administration of Election for Entity. Entity shall be charged its prorated share of Election costs for any software programs used to count voted ballots as well as pre-election and post-election maintenance and on-site technical support.
2. Entity affirms that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
3. If it is determined that counting must be moved to an established backup site, Entity shall be charged its prorated share.
4. The cost of any recount(s) will be charged to Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the Entities participating in the recount.
5. Upon receipt of the invoice, pay to County Clerk within thirty days costs in an amount determined in accordance with the formula set forth on Exhibit A. If Exhibit A cannot be completed at the time of the mailing of Agreement, it will be provided as soon as possible.
6. Entity shall pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to Entity's participation in Election. Special preparations can include, but are not limited to: ballot addendums, affidavits, ballot language length exceeding 250 words, or multiple page ballot.

### **B. TABOR Costs.**

The minimum fee for TABOR services is \$350.00.

Entity shall pay a prorated amount for the costs to coordinate, label and print the TABOR notice, and for the mailing of the notice. Such proration to be based, in part, on addresses where one or more active registered electors of Entity reside.

### **C. Invoice.**

County Clerk shall submit to Entity an itemized invoice for all costs incurred under this Agreement and Entity shall remit to County Clerk 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**

**A. Entire Agreement.**

Agreement and its Exhibits constitute the entire agreement between County Clerk and Entity as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

**B. Indemnification.**

County Clerk and Entity agree to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available to Customer under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds Election for Entity was void or otherwise fatally defective as a result of the sole breach or failure of County Clerk to perform in accordance with Agreement or laws applicable to Election, Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by Entity to County Clerk. County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under Agreement. This remedy shall be the sole and exclusive remedy for the breach available to Entity.

**C. Conflict of Agreement with Law, Impairment.**

Should any provision of Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of County Clerk and Entity hereto that the remaining provisions of Agreement shall be of full force and effect.

**D. Time of Essence.**

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

**E. No Third Party Beneficiaries.**

Enforcement of the terms and conditions of Agreement and all rights of action relating to such enforcement shall be strictly reserved to County Clerk and Entity, and nothing contained herein shall give or allow any such claim or right of action by any other person or Entity.

**F. Governing Law; Jurisdiction & Venue.**

Agreement, the interpretation thereof, and the rights of County Clerk and Entity under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Larimer, State of Colorado.

**G. Headings.**

The section headings in Agreement are for reference only and shall not affect the interpretation or meaning of any provision of Agreement.

**H. Severability.**

If any provision of 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 Agreement shall remain fully enforceable, and Agreement shall be interpreted in all respects as if such provision were omitted.



LARIMER COUNTY

NOVEMBER 8, 2016 - GENERAL ELECTION

COST PRORATION SUMMARY **ESTIMATED** COSTS  
EXHIBIT A

			TABOR COSTS				ELECTION COSTS				TOTAL
			NUMBER OF HOUSEHOLDS MAILED	COST SUBJECT TO MINIMUM CHARGE \$350	% OF TOTAL HOUSEHOLDS FOR GENERAL COST PRORATION	BALANCE OF COSTS X % OF HOUSEHOLDS INCL. MIN	NUMBER OF REGISTERED VOTERS	COST SUBJECT TO MINIMUM CHARGE \$650	% OF TOTAL REGISTERED VOTERS FOR GENERAL COST PRORATION	BALANCE OF COSTS X % OF REG VOTERS INCL. MIN & SOS	TOTAL ELECTION COST PER PARTICIPANT
				\$42,559				\$1,354,000			
		ELECTION TABOR									
		YES	NA	NA		NA	204,515	NA	NA	\$163,612.00	\$163,612.00
		YES			75.80614%	\$30,670.40	204,515	NA	73.22859%	\$870,276.38	\$900,946.78
		YES	NO	0	0.000000%	\$0.00	3,921	NA	1.40395%	\$16,685.10	\$16,685.10
		YES	YES	28,000	17.10634%	\$6,921.05	45,595	NA	16.32573%	\$194,021.23	\$200,942.28
		YES	YES	2,672	0.000000%	\$350.00	4,124	NA	1.47664%	\$17,548.93	\$17,898.93
		YES	YES	280	0.000000%	\$350.00	565	NA	0.20230%	\$2,404.25	\$2,754.25
		YES	YES	7,279	4.44704%	\$1,799.23	13,058	NA	4.67554%	\$55,565.94	\$57,365.17
		YES	YES	4,322	2.64049%	\$1,068.31	6,945	NA	2.48672%	\$29,553.18	\$30,621.50
		YES	YES	402	0.000000%	\$350.00	560	NA	0.20051%	\$2,382.98	\$2,732.98
		YES	YES	65	0.000000%	\$350.00	200	\$650	0.000000%	\$650.00	\$1,000.00
		YES	YES	86	0.000000%	\$350.00	200	\$650	0.000000%	\$650.00	\$1,000.00
		YES	YES	64	0.000000%	\$350.00	200	\$650	0.000000%	\$650.00	\$1,000.00
			167,251	\$2,100.00	100%	\$42,559.00	279,883	\$1,950	100.000000%	\$1,354,000.00	\$1,396,559.00
			Cost subject to minimum charge (\$42,559 cost to print/mail Tabor) less the total of all minimum charges to entities (\$2,100) X percentage of total households for general cost proration for your district.						Cost subject to minimum charge (\$1,354,000) less the total balance of cost subject to minimum charge (\$1,950) less the total elections costs of State of Colorado (\$163,612) X percentage of total registered voters for general costs proration for your district.		
			PLEASE NOTE: THIS IS AN ESTIMATION BASED ON ENTITIES THAT MAY OR MAY NOT PARTICIPATE IN THE 2016 GENERAL ELECTION								



**EXHIBIT B**  
**AUDIO FOR ACCUVOTE TSX UNIT**

In accordance with Secretary of State Rule 4.6.2, all candidates shall provide an audio recording of their name to County Clerk no later than the last day upon which Entity certifies the ballot content (September 9, 2016), pursuant to C.R.S. §1-5-203(3)(a).

It is the responsibility of Entity to ensure an audio pronunciation is provided for each candidate as it is certified to County Clerk. The purpose of the audio recording is to be compliant with disability and accessibility laws providing voting equipment pursuant to C.R.S. §1-5-704.

To be in compliance with Code and Rule, County Clerk's office is providing a voice mailbox at **970.498.7946** that candidates are required to call to provide the correct pronunciation of their name.

Upon calling the voice mailbox, they will receive instructions on recording their information, as well as, options for listening, deleting, re-recording and saving their message. **Please inform candidates within your district of the necessity of recording the correct pronunciation of their name.**

County Clerk's office will contact Entity if pronunciation guidelines on any ballot race(s), ballot question(s) and/or ballot issue(s) are needed.

Please contact County Clerk's office at 970.498.7820 if you have any questions or need additional information.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date signed by both parties.

Date: \_\_\_\_\_

\_\_\_\_\_  
**ANGELA MYERS**  
**LARIMER COUNTY, COLORADO**  
**CLERK AND RECORDER**

**ENTITY:**

**NAME OF ENTITY:**

Date: \_\_\_\_\_

ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J


By: \_\_\_\_\_

303-682-7203

Entity phone number

President of the Board of Education

Title of Authorized Representative  
Signing on behalf of Entity

DATE: 7-13-16  
APPROVED AS TO FORM:  
  
DEPUTY COUNTY ATTORNEY

Memorandum of Intergovernmental Agreement  
For Conduct of Coordinated Elections

St. Vrain Valley School District RE-1J, 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 8, 2016, General 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 8, 2016; 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(1), 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 Larimer, Boulder, Broomfield 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 8, 2016, General Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
  - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of §§ 31-11-101 through 31-11-118 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, and §§ 1-4-501, 22-31-103, and 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 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

Memorandum of Intergovernmental Agreement  
For Conduct of Coordinated Elections

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. Accept written comments for and against ballot issues pursuant to §§ 1-7-901 and Article 10, Section 20(3)(b)(v), C.R.S. Comments to be accepted must be filed by the end of the business day on the Friday before the 45<sup>th</sup> 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 later than 42 days prior to the election pursuant to § 1-7-904, C.R.S. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Section 20, Article 10(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 42 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64<sup>th</sup> day before the election, 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 \$1.25 per registered elector eligible to vote in the Jurisdiction's election as of November 8, 2016, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, 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 under this Subsection 3(g) (h). 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 official" 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 thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue 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.

Memorandum of Intergovernmental Agreement  
For Conduct of Coordinated Elections

- l. Jurisdiction shall verify as being accurate the list of registered elector's names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder's Office. By signing this Agreement, Jurisdiction represents that the list of registered elector's names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify Adam Gonzales, the Weld County Election Manager (see contact information in 5(g)), of any changes to the information contained in said list.
    - m. Jurisdiction shall notify all candidates to call the Election Office at 970-304-6525 ext 3109 to leave a voice mail on how to pronounce the candidates name.
- 4. The County Clerk Agrees to perform the following tasks and activities:
  - a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
  - b. Circulate the Taxpayer's Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
  - c. Circulate general Ballot Issues notices pursuant to §§ 1-7-905 and 1-7-906(1), C.R.S. and publish and post notice, as directed in § 1-5-205, C.R.S.
  - d. During the period designated for early voting, at least one voter service and polling center for each thirty thousand active electors; except that there must be at least one voter service and polling center in each such county. §§ 1-5-102.9(I)(A), C.R.S
  - e. On Election Day, at least one voter service and polling center for every fifteen thousand active electors, but no fewer than three in each such county. §§ 1-5-102.9(I)(B), C.R.S
  - f. County Clerk may designate a greater number of voter service and polling centers than the minimum required by this section. §§ 1-5-102.9(H)(II)(e), C.R.S
  - g. Voter service and polling centers must be open, at a minimum, for the fifteen-day period prior to and including the day of the election, except that voter service and polling centers are not required to be open on Sundays. §§ 1-5-102.9(H)(II)(e)(2), C.R.S
  - h. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
  - i. Designate Adam Gonzales, Weld County Election Manager, to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(g)).
  - j. 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.

**Memorandum of Intergovernmental Agreement  
For Conduct of Coordinated Elections**

- k. 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 such appointments, and shall notify the County Clerk in writing of such 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. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

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, provisions of Titles 31 and 22 applicable to the conduct of elections, and the Colorado Election Rules contained in 8 C.C.R. 1505-1. Should there be an irreconcilable conflict between the statutes, this Agreement and the Colorado Election Rules, the statutes shall first prevail, then this Agreement and lastly the Colorado Election Rules.

c. Liquidated Damages.

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 Subsection 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 Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

e. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other

Memorandum of Intergovernmental Agreement  
For Conduct of Coordinated Elections

than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

f. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

g. Notice provided for in this Agreement shall be given by the Jurisdiction to Adam Gonzales of the Weld County Clerk and Records Office by phone:

Phone: (970) 400-3178

Additional Contact Information:

Fax: (970) 304-6566

E-mail: [agonzales@weldgov.com](mailto:agonzales@weldgov.com)

Address: PO Box 459, Greeley, CO 80632

Memorandum of Intergovernmental Agreement  
For Conduct of Coordinated Elections

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: Greg Fieth, Chief Financial Officer

Phone: (303) 682-7203

Additional Contact Information:

Fax: (303) 682-7343

E-mail: fieth\_gregory@svvvsd.org

Address: 395 South Pratt Parkway, Longmont, Colorado 80501

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF WELD COUNTY

\_\_\_\_\_  
Carly Koppes, Clerk and Recorder

\_\_\_\_\_  
Mike Freeman, Chair

APPROVED AS TO FORM:

ATTEST: \_\_\_\_\_  
Clerk to the Board of County Commissioners

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Deputy Clerk to the Board

St. Vrain Valley School District RE-1J

ATTEST:

St. Vrain Valley School District RE-1J


St. Vrain Valley School District RE-1J

\_\_\_\_\_  
Robert J. Smith, President

\_\_\_\_\_  
Greg Fieth, Designated Election Official

APPROVED AS TO FORM:

St. Vrain Valley School District RE-1J

  
\_\_\_\_\_  
Attorney for Jurisdiction  
Catherine A. Tallerico

## MEMORANDUM

DATE: August 24, 2016

TO: Board of Education

FROM: Dr. Don Haddad, Superintendent of Schools

SUBJECT: Bond Planning Process Update

PURPOSE

To provide the Board of Education with information on the 2016 Bond measure.

BACKGROUND

Staff prepared a proposed Bond program to present to a Community Task Force (*CTF*) in the spring of this year. The *CTF* convened five times during the spring of 2016, and completed an exhaustive review of the concepts and supporting data used to develop the plan. In June, the Board of Education was presented with their findings, and recommended the Board consider placing the measure on the November ballot. During the summer, the plan was finalized at a total of \$260.34 million.

The measure addresses capacity mitigation or growth, facility safety, building preservation and educational improvements in every school in St Vrain. **Figure 1 – Total Improvements by Category** depicts the proposed 2016 Bond Measure by category.

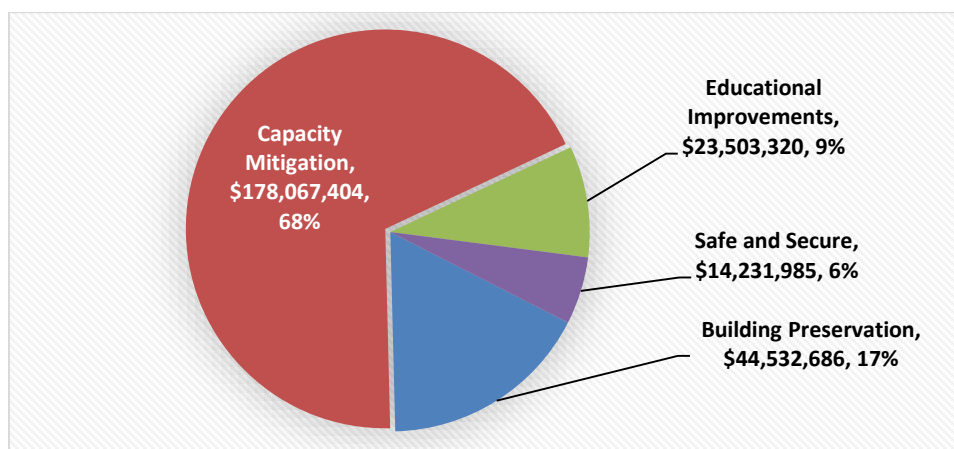




Figure 1 – Total Improvements by Category

As identified, school capacity is a concern for the St Vrain educational system, and major planning and resources are centered on this issue. Educational improvements, based on the District's Educational Specifications, include facility enhancements designed to improve educational delivery and create an equitable experience across the District. Safe and Secure improvements include video camera systems in the hallways of elementary schools and improvements to school entries to enhance the security at our facilities. Building preservation improvements include items that allow the District to preserve our current assets and improve current learning environments.

The proposed 2016 bond measure is designed to reach every community within our boundary. **Figure 2 – Total Improvements by Community** is the 2016 Bond Measure sorted by community rather than category as depicted in Figure 1.

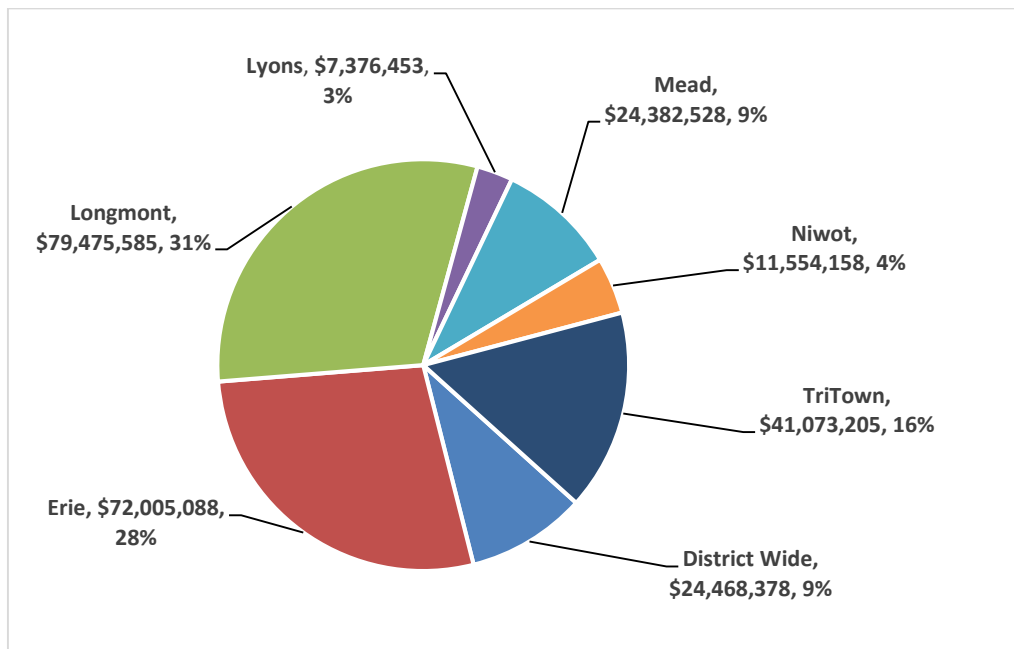


Figure 2 – Total Improvements by Community

St Vrain Valley communities continue to see substantial growth. With a natural impact to schools, the measure is designed to mitigate the impact of growth on the educational system. **Figure 3 – Total Growth Improvements by Community** addresses the growth component of the proposed 2016 Bond.

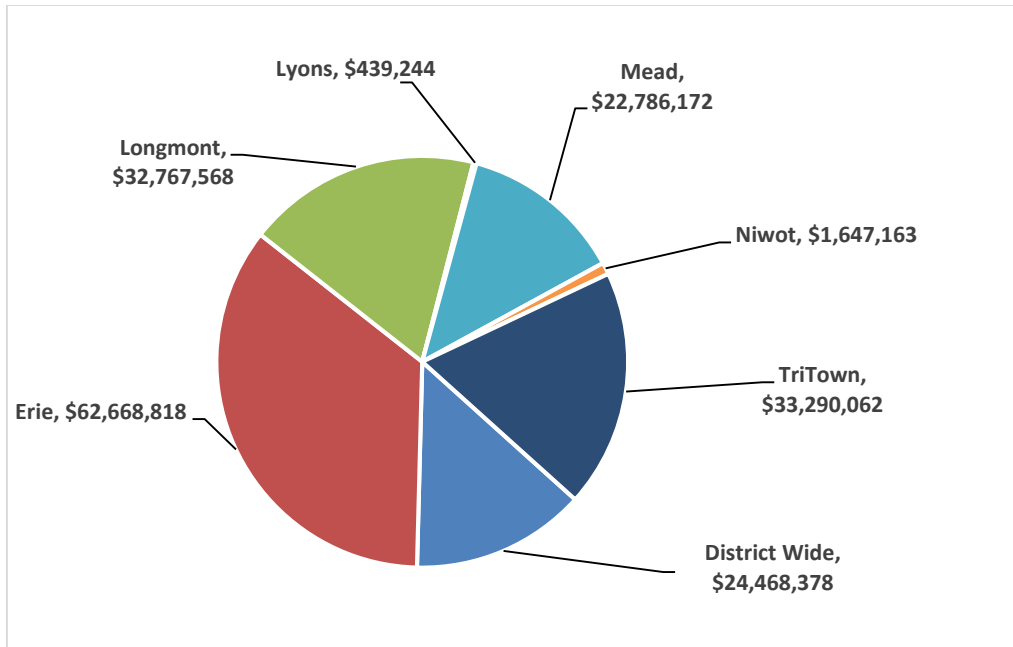


Figure 3 – Total Growth Improvements by Community

Should the proposed 2016 bond measure be approved by voters in November, it will strengthen the economic energy throughout the region. Voters with and without students will benefit from a stronger economy with schools that have addressed critical repairs, safety, classroom capacity and educational enhancements. Students will enjoy learning in improved environments designed to enhance every learning opportunity. The proposed measure will support and help develop young minds to prepare for bright futures.

## MEMORANDUM

DATE: August 24, 2016  
TO: Board of Education  
FROM: Dr. Don Haddad, Superintendent of Schools  
SUBJECT: Colorado Association of School Boards (CASB) Legislative Resolutions

PURPOSE

For the Board of Education to discuss legislative resolutions.

BACKGROUND

Local boards take an active role in establishing how CASB will approach crucial education issues by submitting resolutions that reflect the issues and concerns of their communities. Local board resolutions also identify issues on which CASB should proactively lobby for legislative change that will benefit local school boards and the students that they serve.

Local board resolutions are reviewed by CASB's Legislative Resolutions Committee. The Committee forwards those resolutions, as well as any generated by the Committee, for action at the Delegate Assembly. Resolutions approved by the delegates are combined with standing resolutions to form the platform that CASB will advocate for at the state and federal level.

CASB's Board of Directors approved a revised set of resolutions that will serve as the starting point for this year's delegates. Local boards are welcome to offer new resolutions (or revisions to existing resolutions) to the core chapters, Local Governance, Finance and Student Achievement, or the 2017 Legislative Session.

To be considered for the Delegate Assembly, resolutions must be submitted to CASB's Legislative Resolutions Committee by August 25, 2016. St. Vrain Valley Board of Education Secretary Debbie Lammers is a member of CASB's Board of Directors as well as its Legislative Resolutions Committee. Based on the St. Vrain Valley Board of Education discussion, she will submit resolutions, if any, for consideration by the CASB Committee.