

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB15

ORDINANCE NUMBER: 2019-15

**TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE 2019 SPECIAL ELECTION BETWEEN THE CITY OF BLACK HAWK AND GILPIN COUNTY BY THE GILPIN COUNTY CLERK AND RECORDER**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement for the 2019 Special Election between the City of Black Hawk and Gilpin County, Colorado by the Gilpin County Clerk and Recorder, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 24<sup>th</sup> day of July, 2019.

ATTEST:

  
Melissa A. Greiner, CMC, City Clerk

  
David D. Spellman, Mayor



**INTERGOVERNMENTAL AGREEMENT  
FOR 2019 COORDINATED BALLOT ISSUE NOTICE**

**THIS AGREEMENT** is entered into by and between Gilpin County, by the Gilpin County Clerk and Recorder, hereinafter referred to as "Clerk," and the City of Black Hawk, A Home Rule city hereinafter referred to as "City" (each a "Party" and collectively, the "Parties").

The City plans to conduct a special election on November 5, 2019 ("Special Election") pursuant to its statutory authority and constitutional authority, and

The City will have a ballot issue in that Special Election subject to Colorado Constitution Article X, §20 requirements; and;

The Parties desire to coordinate regarding the Special Election only to the limited extent of the Clerk providing services to the City under C.R.S. §§ 1-7-905 and 1-7-906.

In this regard, the Clerk has agreed to perform the ordering and completeness certification of the ballot issue notices as specified in C.R.S. §1-7-905(1) and the mailing of the ballot issue notice packet as specified in C.R.S. §1-7-906(1) and (2); and

Other than to this limited extent, the City and the Clerk will not otherwise coordinate regarding the Special Election, which shall be conducted solely by the City pursuant to its authority as a home rule city.

This agreement is authorized by C.R.S §§ 29-1-203 and 1-1-111(3).

**NOW, THEREFORE**, in consideration of their mutual promises contained herein, the parties agree as follows:

**Purpose.** Pursuant to the terms of this agreement, the Clerk and the City agree to coordinate the ordering and completeness certification of the City's ballot issue notices as specified in C.R.S. §1-7-905(1) and the mailing of the ballot issue notice packet as specified in C.R.S. §1-7-906(1) for the Special Election.

**Designation of Officials.** The County Clerk, Sharon McCormick, will act as the primary liaison between the City and the Clerk for coordinating these matters. The City designates Melissa Greiner, City Clerk, CMC, as its primary liaison between the City and Clerk for coordinating these matters.

**Division of Responsibilities.** The Clerk is responsible for ordering and certifying as complete the ballot issue notices as specified in C.R.S. §1-7-905(1) and the mailing of the ballot issue notice packet as specified in C.R.S. §1-7-906(1). The City is responsible for all other duties and required tasks concerning the ballot issue notices and Special Election. The City is responsible for the accuracy and legality of the information which it furnishes to the Clerk, and shall defend and indemnify the Clerk, for any claims or liability arising therefrom including costs, expenses and attorney fees.

**Ballot Issue Notices.** The City shall provide the ballot issue notice including all information required by law including, but not limited to, pro and con summaries and fiscal information, to the Clerk no later than 12:00 o'clock noon on September 23, 2019, pursuant to C.R.S. §1-7-904. By that same date, the City shall provide the Clerk with a list of out-of-county voters – active registered electors who do not reside within the County for purposes of mailing notice pursuant to C.R.S. § 1-7-906(2). The City shall be solely responsible for the notice's preparation, accuracy, and the language contained therein. The information and pro and con summaries provided by the City to the Clerk must be provided in Microsoft Word document format, attached in an e-mail to the Clerk at elections@gilpincounty.org. At least thirty (30)

days before the election, the Clerk shall mail the ballot issue notice to each address of active registered electors who reside in the County as required by law pursuant to C.R.S. § 1-7-906(1) as well as active registered electors who do not reside in the County pursuant to C.R.S. § 1-7-906(2), but in any case not later than October 4, 2019, as required pursuant to Article X Section 20 (3) (b) of the Colorado Constitution. The City, however, shall be responsible for contacting the Gilpin County Assessor's Office to obtain a list of out-of-county voters, and must provide that information to the Clerk so that the Clerk can timely mail the required notice to each address of active registered electors who do not reside within the County pursuant to C.R.S. §1-7-906(2).

**Payment of Costs.** The City shall pay the Clerk for the City's portion of the actual costs of services, supplies, and mailing incurred by the County in performing under this Agreement within twenty (20) days of receipt of the Clerk's invoice therefore.

**General Provisions.** This Agreement may be amended only in writing and following the same formality as the execution of this Initial Agreement. If any provision of the Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity, legality, or enforceability of the remaining provisions.


In the event of any challenge or other legal action contesting the election or relating to the conduct of the election concerning the City's ballot issues, the City shall bear all costs of the City and the Clerk of defending such challenge or responding to such other legal action, and of any liability resulting therefrom including costs, expenses and attorney fees. If a new election or other procedure must be conducted as a result of such challenge or recount or other legal action, the City shall pay the actual costs of the new election or other procedure. Notwithstanding the foregoing, if a court determines that an act or omission of only the Clerk or of only the City made necessary the new election or other procedure, the responsible Party shall pay the entire cost of any liability resulting therefrom and of any new election or other procedure ordered by a court.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement to be effective this 24 day of July, 2019.

GILPIN COUNTY

CITY OF BLACK HAWK

By: \_\_\_\_\_  
Sharon McCormick  
Clerk and Recorder  
Date: \_\_\_\_\_

by:   
David D. Spellman  
Mayor  
Date: July 24, 2019

Attest: 

By: \_\_\_\_\_  
Linda Isenhardt, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_