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CONTRACT FOR MATCHING FUNDS
Boulder City Council Election
City of Boulder Form 13-2-21 (b), BRC, 1981

August 29, 2013

Date Submitted

Sam Weaver for City Council	**2013-OCC-010**
Name of Official Candidate Committee	**Committee ID #**

This agreement is between the City of Boulder, Colorado, a Colorado home rule municipality (the City), and the undersigned candidate for election to the City Council of the City of Boulder (the Candidate) (jointly, the Parties).

WHEREAS, the Candidate's petition of nomination for City Council for the General Municipal Election to be held on November 5, has been certified as sufficient by the City Clerk pursuant to Charter Section 26;

WHEREAS, the Candidate has presented satisfactory proof to the City, using the forms prescribed by the City, that the Candidate has raised through individual contributions the sum of at least $1,757, with no more than the first $25 of the aggregate contribution or contributions from any contributor being counted toward that sum; and

WHEREAS, the Candidate has presented to the City a signed and completed Internal Revenue Service Form W-9;

NOW, THEREFORE, the Parties agree as follows pursuant to Chapter 13-2, Boulder Revised Code, 1981 and Ordinance No. 6097 passed by the people in 1999:

1. **Match**: Upon presentation of a properly completed and signed request for matching funds on the form prescribed by the City for such a request, the City will pay to the Candidate, to defray the Candidate's election campaign expenses, one dollar for each qualifying dollar of cash or cash equivalent contributions up to a cumulative total payment by the City of $8,786. Qualifying contributions must be received by the Candidate prior to the deadline for matching funds requests of October 18.
2. **Deadlines**: The final request for matching funds must be received by the City Clerk's Office in the Municipal Building at 1777 Broadway, Boulder, Colorado by 5 p.m. on October 22. If the request is incomplete or received after the aforementioned deadline, it will not be acted upon. Amended filings made after the October 22 deadline shall not increase the amount of the match.
3. **Candidate or Treasurer to Sign**: The Candidate or the Treasurer of the Candidate's Official Committee shall sign each request for matching funds. The Treasurer shall be that person identified as such on the Committee's *Statement of Organization* filed with the City.
4. **City Processing**: The City will make payment upon (a) review of each request for matching funds and its supporting documentation, (b) completion of any needed clarification, necessary amendment, or refiling of a corrected request, and any validation of the information contained therein; and (c) the normal processing time required by the City's financial system.
5. **Frequency of Requests**: The Candidate may request matching funds from the City no more frequently than once per week. No request for matching funds, except for the final request, shall be for less than $500. Each request

must be submitted upon the City prescribed form with all information provided. The final request for matching funds must be submitted to the City no later than 5 p.m., October 22, but may be for less than $500.

6. **Contributions Not Eligible for Matching**: No more than $100 of contributions to the campaign from the Candidate's own personal wealth shall be eligible to be matched with public funds. Contributions from other persons in excess of $100 are in violation of the contribution limit, and the amount over $100 shall not be eligible for matching funds and must be promptly returned to the donor. Anonymous contributions are not allowed to be retained or expended and shall not be eligible for matching funds. Contributions eligible for matching funds shall be in currency or its equivalent. Loans or in-kind contributions shall not be eligible for matching funds even though they must be listed by the Candidate on the campaign contribution and expenditure reports required by law.
7. **Candidate Obligations**: By signing this Contract, the Candidate binds himself or herself to and agrees to the following:
    a. To limit his or her campaign expenditures to $17,572
    b. To contribute to his or her campaign no more than $3,514 from his or her own personal wealth;
    c. To return at least fifty percent of any unexpended funds to the City, but not more than the matching funds received, within thirty days after the election or the Candidate's withdrawal from the campaign, whichever occurs first; and
    d. To treat any carryover funds from a previous campaign as funds from the Candidate's personal wealth, subject to the limits of such funds, if Section 13-2-19, B.R.C., 1981 is ever amended to allow carryover funds. The Candidate acknowledges that at present that provision of the Boulder County Revised Code requires that surplus campaign funds not subject to being returned to the City be donated to a charity or returned to the contributor, and cannot be carried over.

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8. **Damages**:
    a. If the Candidate knowingly accepts a contribution in excess of the $100 limit prescribed by the Boulder Revised Code, or does not return the excess to the contributor within five days after the time the Candidate knows or should know that such contribution was illegal, the Candidate agrees to report to the City forthwith and to pay to the City, upon demand made within a year of the event by the City Manager, the sum of $500 or three times the amount by which the contribution exceeds $100, whichever is greater.
    b. If the Candidate makes an expenditure or expenditures in excess of the campaign expenditures limit of $17,572, the Candidate agrees to report to the City forthwith and to pay to the City, upon demand made within a year of the event by the City Manager, the sum of $500 or three times the amount by which the expenditures exceed the limit, whichever is greater. The Parties agree that any payment to the City under this section shall be as liquidated damages and not as a penalty.
    c. In case of a substantial violation of the $17,572 campaign expenditures limit, the City reserves the right to rescind this contract and recover all funds paid hereunder.
9. **Required Records**: The Candidate shall keep records of the time, place, and general subject matter of all consultation with any person, other than a member of the Candidate's own committee who is not affiliated with any other candidate or official or unofficial candidate committee and who has not made any independent expenditure to benefit the Candidate, concerning the substance, venue, and timing of expenditures. The Candidate shall give such records to the City Clerk if the Clerk makes a demand for the same. The Clerk is authorized to make such a demand any time if the Clerk has a reasonable suspicion that the expenditures were controlled by, or coordinated with, or made upon consultation with any other candidate or candidate's committee or other unofficial candidate committee or agent thereof, or with any person making an independent expenditure which will benefit the Candidate, and which ought to be treated and reported by the Candidate as a contribution or expenditure.
10. **Review of Records**: The Candidate agrees to maintain complete records of all contributions, expenditures, and relevant supporting documentation. The Candidate shall give such records to the City Clerk if the Clerk makes a demand for the same for the purpose of investigating complaints or conducting audits as necessary.
11. **Definitions**: For the purposes of this Contract:
    a. "Candidate" includes the candidate's committee or committees.
    b. "Candidate Committee" means a person, including the candidate, or persons with the common purpose of receiving contributions or making expenditures under the authority of a candidate. The term "Official Candidate Committee" is synonymous with "Candidate Committee."
    c. "Contribution" means:
        i. Any payment, loan, pledge, or advance of money, including, without limitation, checks received but not deposited or payments made by credit cards, or guarantee of a loan, made to or for the benefit of any Candidate or Committee;
        ii. Any payment made to a third party for the benefit of any Candidate or Committee, including without limitation the use of a credit card to secure such benefit;
        iii. Anything of value given, directly or indirectly, to a Candidate for the purpose of promoting the candidate's election, including without limitation commercial services such as banking, printing, and mailing services; or

iv. With regard to a contribution for which the contributor receives compensation or consideration of less than equivalent value to such contribution, including, with limitation, items of perishable or non-permanent value, goods, supplies, services, or participation in a campaign-related event, an amount equal to the value in excess of such compensation or consideration.

"Contribution" does not include services provided without compensation by individuals volunteering their time on behalf of a Candidate or Committee.

d. "Contribution In-Kind" means the fair market value of a gift or loan of any item of real or personal property, other than money, made to or for any Candidate or Committee for the purpose of influencing the passage or defeat of any issue or the election or defeat of any Candidate. Personal services are a contribution in-kind by the person paying compensation therefore. In determining the value to be placed on contributions in-kind, a reasonable estimate of fair market value shall be used by the Candidate or Committee. "Contribution In-Kind" does not include an endorsement of a Candidate or an issue by any person, nor does it include the payment of compensation for legal or accounting services rendered to a Candidate if the person paying for the services is the regular employer of the individual rending the services and the services are solely for the purpose of ensuring compliance with the provisions of Title 13, B.R.C., 1981.

e. "Expenditure" means the payment, distribution, loan, or advance of any money by any Candidate or Committee, whether in cash, by check, as a credit card charge, or otherwise. "Expenditure" also includes the payment, distribution, loan, or advance of any money by a person for the benefit of a Candidate or Committee that is made with the prior knowledge and consent of an agent of the Candidate or Committee. An expenditure occurs when the actual payment is made or when a contract is agreed upon, whichever comes first. Consent may be implied from collaboration and need not be express.

f. "In-Kind Contribution" is synonymous with contribution in-kind.

For the City of Boulder
Jane S. Brautigam
City Manager, by

Susan J. Darrow
Authorized Agent

August 29, 2013
Date

Candidate

August 29, 2013
Date