

**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY CONCERNING THE  
ADMINISTRATION AND THE CONDUCT OF THE NOVEMBER 3, 2015  
COORDINATED ELECTION.**

**WHEREAS**, the Board of County Commissioners of the County of Douglas (the "County") and the Town of Castle Rock (the "Jurisdiction") desire to enter into an agreement concerning the Administration and Conduct in Elections; and


**WHEREAS**, the County is willing to enter into such an agreement with the Jurisdiction in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; now, therefore,

**BE IT RESOLVED**, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the agreement between the Board of County Commissioners of the County and the Jurisdiction, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of the County.

**PASSED AND ADOPTED** this 8th day of September, 2015, in Castle Rock, Douglas County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

**BY:**

  
JILL E. REPELLA, Chair

**ATTEST:**

  
CODIE BRENNER, Deputy Clerk



**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**DOUGLAS COUNTY CLERK AND RECORDER**

**AND**

**Town of Castle Rock**

**Regarding the Conduct and Administration of the**

**NOVEMBER 3, 2015  
COORDINATED ELECTION**

**Prepared by:  
Merlin Klotz  
Douglas County Clerk and Recorder  
125 Stephanie Place  
Castle Rock, Colorado 80109  
303-660-7444**

THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Douglas County Clerk and Recorder (hereinafter referred to as the "County") and Town of Castle Rock (hereinafter referred to as the "Jurisdiction") collectively as the "Parties"; and

**WHEREAS**, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

**WHEREAS**, pursuant to section 1-7-116, C.R.S. if more than one political subdivision holds an election on the same day in November and be eligible electors for each such election are the same or the boundaries overlap, the County Clerk and recorder is the coordinated election official and, pursuant to section 1-5- 401, C.R.S. shall conduct the elections on behalf of all political subdivisions utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

**WHEREAS**, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the coordinated Election on November 3, 2015; and

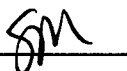
**WHEREAS**, such agreements are authorized by State law.

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

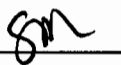
1. This election shall be conducted as a coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with Douglas County for this purpose and may include municipalities, school districts, and special districts within the Douglas County limits and the State of Colorado.
2. The Douglas County Clerk and Recorder shall be designated as the Chief Election Official (hereinafter "CEO").
3. FURTHER, the Parties agree as follows:

## SECTION I. PURPOSE AND GENERAL MATTERS

### 1.01 DEFINITIONS:



- A. **"Address Library Report"** means the address report from the Secretary of State (hereinafter "SOS") voter registration system which defines street addresses within the jurisdiction.
- B. **"Chief Election Official"**, (hereinafter "CEO") shall mean the County Clerk and Recorder shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- C. **"Colorado Election Code"** or **"Code"** means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **"Coordinated Election"** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Chief Election Official for the jurisdictions.
- E. **"Contact Officer"** who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- F. **"Designated Election Official"** (hereinafter "DEO"), who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.
- G. **"General Election"** means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.
- H. **"IGA"** means Intergovernmental Agreement between the County and the Jurisdiction for election coordination.
- I. **"Jurisdiction"** means those Jurisdictions or local governments participating in the Coordinated Election under the terms of this Agreement.



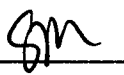
- J. **"Mail Ballot Packet"** means the packet of information provided by the chief election official to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy envelope, and a return envelope. § 1-7.5-103(5), C.R.S.
- K. **"Post Election Audit"** means such audit as set forth in SOS Rule 11.3.3.
- L. **"Proposed Jurisdiction"** means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.
- M. **"SOS"** means State of Colorado Secretary of State.
- N. **"SOS Election Calendar"** means the most recent election calendar as published on the SOS website located at [www.sos.state.co.us](http://www.sos.state.co.us) and attached hereto as Attachment C and incorporated herein by this reference.

## **1.02 JOINT RESPONSIBILITIES**

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices if required - See Attachment E.
- B. Nothing herein shall be deemed or construed to relieve the CEO or the jurisdiction from their official responsibilities for the conduct of the election, including any of their respective responsibilities under the Fair Campaign Practices Act or any local ordinances concerning fair campaign practices.
- C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.

## **1.03 JURISDICTIONAL LIMITATION**

- A. The Jurisdiction encompasses territory within Douglas County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Douglas County.



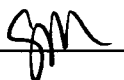
- B. Where the Jurisdiction is entirely contained within Douglas County, the CEO has jurisdiction in setting ballot order and number. When the Jurisdiction is split among more than one county, the Jurisdiction agrees to coordinate with the CEO prior to agreeing upon ballot order or numbering.

## SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

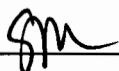
The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

### 2.01 THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION:

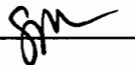
- A. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).
- B. Designate a Contact Officer with the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO).
- C. The Contact Officer shall provide to the Jurisdiction's Designated Election Official such advice (not including legal advice) and oversight as may help in the conduct of the Jurisdiction's election.
- D. Use the Address Library Report and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.
  - a. Provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data.
  - b. County will verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.



- c. Receive from Proposed Jurisdictions a certified legal description, map, and street list, identifying all street ranges for street addresses within the proposed Jurisdiction on or before eighty (80) days prior to the election. In the event residential addresses are not available, the Proposed Jurisdiction will be required to provide a list of the land parcel numbers which are within the boundaries of the Proposed Jurisdiction.
- d. Receive from the Jurisdiction a certification of the accuracy of the Address Library Report, along with any changes, additions, or deletions that need to be made, to the CEO eighty (80) days prior to the election. If the street list information and/or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Coordinated Election.
- e. Receive from the Jurisdiction a certification of any annexations, inclusions, and or exclusions, adopted since January 1 of the current year, including all necessary supporting documentation, to the CEO eighty (80) days prior to the election. If the certification and/ or supporting documents are not provided by the date specified herein, the Jurisdiction may not be allowed to participate in the Coordinated Election.
- E. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.
- F. Lay out the text of the official ballots in a format that complies with the Code. (See also Section 1.03 (B) herein).
- G. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- H. Mail the ballot packets as required by the Code.
- I. Make available a certified list of registered voters on or before the deadline as set forth within the Attachment C.
- J. Appoint, instruct, oversee, and administer the payment of the judges of the election.
- K. Coordinate, instruct, and oversee the Canvass Board.



- L. Prepare and run the required Logic and Accuracy test deck, along with a test deck provided by the Jurisdiction, on date as set forth within the Douglas County Important Dates - Attachment D, attached hereto and incorporated herein by this reference.
- M. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).
- N. Publish and post the required legal notices pursuant to § 1-5-205(1), C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, and/or candidates on or before the deadline as set forth within Attachment C.
- O. CEO will refer members of the public and press to the DEO regarding specific questions about candidates or ballot questions.
- P. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.
- Q. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.
- R. Provide a secure area for no more than two persons appointed by the Jurisdiction to observe the ballot counting procedures. Jurisdiction shall ensure participation of its personnel in each of the steps of the processing of the ballots prior to tabulating of the ballots.
- S. Conduct a recount of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.
- T. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.

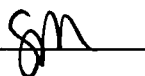




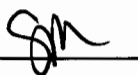
- U. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code
- V. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment. See Attachments A through B for pro-ratio formulas of said charges.
- W. Store all election records as required by the Code.

**2.02 THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION AND TABOR NOTICE:**

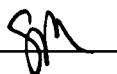
- A. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify a DEO to act as liaison between the Jurisdiction and the CEO.
- C. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine controlling county for purpose of setting up shared races, issues, and questions in coordinated elections. (See Section 1.03 (B) herein).
- D. The Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the exclusive use of Title 1 of the Colorado Election Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.
- E. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this Coordinated Election.
- F. The IGA must be returned to the CEO with both signature pages on or before the deadline as set forth within Attachment C in order to enter into an intergovernmental agreement, per the Code.



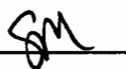
- G. It is recommended and encouraged for the jurisdiction to participate in the events listed on Attachment D. Provide at least one member, and no more than two members, from the Jurisdiction to participate in each of the steps of the election process. If at least one of the appointed members is not present, an employee of the Douglas County Clerk and Recorder will be appointed on the jurisdictions behalf and the jurisdiction will be charged for the service according to the fee structure (Attachment F).
- H. Use the Address Library Report provided by the County to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street list information and/or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Coordinated Election.
- I. Identify any errors, omissions, and/or corrections to the street ranges used to define Jurisdictional boundaries, in writing eighty (80) days prior to Election Day.
- J. Provide CEO certification of the accuracy of the Address Library Report including any changes, additions, or deletions to be made to the street ranges and return with signed IGA on or before the deadline as set forth within Attachment C.
- K. A Proposed Jurisdiction, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. In the event residential addresses are not available, the Proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.
- L. Provide CEO certification of any annexations, inclusions, and or exclusions, to the Jurisdiction, including all supporting documents, on or before eighty (80) days prior to Election Day.
- M. Review all petition information and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed, the DEO shall certify the candidate to the ballot, and, if the election is a Coordinated Election, so notify the CEO.



- N. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S.
- O. Jurisdiction shall attempt to limit content to four linear ballot column inches. Content exceeding this limit will be subject to additional fees not to exceed \$3,000 for each additional linear ballot column inch charged in full one linear ballot column inch increments. Content limits shall not apply to candidate races.
- P. Charges shall not exceed \$0.80 per registered voter, with a minimum charge of \$500, not including publication cost, excess linear ballot column inches cost, and TABOR Notice costs (if applicable).
- Q. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to a person designated by the Jurisdiction to the CEO at least forty-five (45) days prior to this election. The DEO shall have staffing by Jurisdiction and be available to the CEO; and also shall reply to the originator of such substance and operations questions within a reasonable time after being notified of the same by the CEO. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response.
- R. Determine the ballot title and text. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Department) in a plain text format on or before the deadline as set forth within Attachment C. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city/town charter), ballot issues, and/or ballot questions shall be final and the CEO will not be responsible for making any changes after the certification, except those prescribed by statute. Due to limitations in the voting software, the CEO will not accept text that includes, but is not limited to, bold, italic, underline, bullets, tables, strikethrough or indentations. All caps are reserved for TABOR issues only per the Code.
- S. Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County. This information shall be left in a voice message recording at (303) 663-6279 and shall include the candidate name; jurisdiction and title of office.



- T. Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the above noted date may result in its candidates, issues, or questions not being on the ballot for the Coordinated Election.
- U. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written notice (electronic format) of acceptance before the printing of the ballots. Such acknowledgement must be received within two (2) hours after submission to the jurisdiction or 4:30 pm on day of receiving the layout and text from County, whichever comes first. Such acceptance is final and no changes will be made after written notice (electronic format) is given to the CEO. Failure to meet the deadline shall be observed by the CEO as acceptance. A penalty for delay or rework of the the ballot or TABOR notice, will result in an additional fee to the jurisdiction for ALL associated costs with fixing or correcting jurisdictional errors. (See Attachment F)
- V. Prepare, hand-count, and deliver to the CEO, the required test deck of ballots for testing the electronic vote counting equipment, see Attachment D for due date.
- W. For elections where owning property in the Jurisdiction is a requirement for voting in the election, utilize the online inquiry terminal to access the State of Colorado and Douglas County voter registration records to confirm voter registration and verify "property ownership" information.
- X. Provide the CEO with an initial and supplemental certified list of "property owners" (if applicable) eligible to vote in the election, as determined by the Jurisdiction, who:
- a. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Douglas County ("Out of County" property owners); or,
  - b. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).
  - c. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification



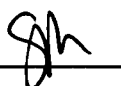
number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Douglas County precinct number, if applicable.

- Y. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice required by § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County for its records.
- Z. Provide support on the day of the election via telephone and in person, should the need arise, from 7:00 am until counting of the ballots is completed. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided.
- AA. Notify the CEO within twenty-four hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount the cost of the recount will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S.
- BB. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment. See Attachments A and B.
- CC. Pay any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations relating to the Jurisdiction's participation in the Coordinated Election.

### SECTION III. CANCELLATION OF ELECTIONS

#### 3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

- A. In the event that the Jurisdiction resolves not to hold the election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred both before and after the CEO's receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment C), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).





#### **4.04 INTEGRATION.**

- A. The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

#### **4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.**

- A. In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

#### **4.06 TIME OF ESSENCE.**

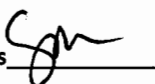
- A. Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment C or the Code may result in consequences up to and including termination of this Agreement.

#### **4.07 GOOD FAITH.**

- A. The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

#### **4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.**

- A. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.



#### **4.09 NO THIRD PARTY BENEFICIARIES.**

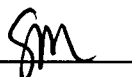
- A. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

#### **4.10 ATTACHMENTS.**

- A. The following attachments are incorporated herein by this reference.

Attachment A Douglas County Coordinated Election Cost Pro-Ration Example  
Attachment B 2015 Cost Estimates  
Attachment C SOS Election Calendar (subject to updates)  
Attachment D Douglas County Important Election Dates  
Attachment E TABOR Notice  
Attachment F Fee Schedule

END OF PAGE





IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO  
(Board signature required only if  
coordination cost will exceed \$25,000)

CHIEF ELECTION OFFICIAL:

By

*Jim E. Repella*  
Jim E. Repella, Chair

By

*Merlin Klotz*  
Merlin Klotz, Clerk and Recorder

Date

9/8/15

Date

8-26-15

Attest

*Codie Brenner*  
Codie Brenner, Deputy Clerk to the Board



APPROVED AS TO FISCAL CONTENT:

*Andrew Copland*  
ANDREW COPLAND  
Director of Finance

APPROVED AS TO LEGAL FORM:

*Chris Pratt*  
County Attorney

By

*Donna (Doni) (Town Manager)*  
8.6.2015

By

*Sally Munro* Town Clerk  
August 5, 2014

Date

Date

Attest

*Joan Anderson*

APPROVED AS TO FISCAL CONTENT:

*[Signature]*  
Finance Department

APPROVED AS TO LEGAL FORM:

*[Signature]*  
Attorney

# DOUGLAS COUNTY COORDINATED ELECTION COST PRO-RATION EXAMPLE

Douglas County cost pro-ration for each participating Jurisdiction in the November 3, 2015 General Election will be based, in part, on the Jurisdiction's percentage of registered voters within the county, calculated in the following manner:

PARTICIPATING JURISDICTION'S	NUMBER OF REGISTERED VOTERS
State Issues	A
County Issues	B
School District	C
Jurisdiction 1	D
Jurisdiction 2	E
Jurisdiction 3	F
TOTAL	Z

Therefore, the percentage of total registration would be calculated as follows:

State Issues	=	CRS 1-5-505.5 (3) (b) (\$0.80 per voter)
County Issues	=	B/Z (% of Total Registration)
School District	=	C/Z (% of Total Registration)
Jurisdiction 1	=	D/Z (% of Total Registration)
Jurisdiction 2	=	E/Z (% of Total Registration)
Jurisdiction 3	=	F/Z (% of Total Registration)

## COST PRO-RATION CALCULATIONS

### GENERAL COST CALCULATION:

Jurisdiction's Total Registration x \$0.80 up to 4\* linear ballot column inches (\*candidate races excluded)

And

Not to exceed \$ 1,000.00 each additional linear ballot column inch over 4 inches

Or

\$500 minimum cost (whichever is greater)

### PUBLICATION OF ELECTION NOTICES CALCULATION:

(Cost of Election Notice /# Jurisdiction participating)

### TABOR NOTICE COST CALCULATION:

[(Printing + Postage + Labeling) x (% Total Registration)]

Or

\$250 minimum cost (whichever is greater)

The actual cost of the election will not be determined until after the election. The billing percentages will be determined approximately 20 days prior to the election. Payment by participating Jurisdictions will be directed to the County Clerk and Recorder, in whole within 30 days of receipt of billing. The County Clerk will coordinate payments to vendors.

2015 General Election Cost Estimates

Jurisdiction Name	Current Registration Total (Active & Inactive)	% of combined Registration	TABOR to Registered Voters	TABOR % of Registration	#Registered Voters x \$0.80	AND \$1000 each additional column inch on ballot question/issu e	OR \$500 minimum whichever is greater	Tabor Notice Cost x % registration or 250 minimum, whichever is greater	Public Notice Divided equally by participating jurisdiction	Staff Appointment Fees @ \$100/hr for LAT, Post E adult, Board of Canvass	Cost Adjustments (work credits & Board of Canvass credits)	Total Amount Due
City of Aurora	389	0.13%	389	0.15%	\$311.20	\$3,000.00	\$3,311.20	\$250.00	\$71.43	\$300.00	\$0.00	\$3,932.63
Town of Parker	32,569	10.66%	0	0.00%	\$26,055.20	\$0.00	\$26,055.20	\$0.00	\$71.43	\$0.00	\$0.00	\$26,126.63
Town of Castle Rock	39,370	12.89%	39,370	14.83%	\$31,496.00	\$2,000.00	\$33,496.00	\$1,111.97	\$71.43	\$0.00	\$0.00	\$34,679.40
Douglas Co. School District	220,664	72.23%	220,664	83.10%	\$176,531.20	\$2,000.00	\$178,531.20	\$6,232.44	\$71.43	\$0.00	\$0.00	\$184,835.07
City of Castle Pines	7,695	2.52%	0	0.00%	\$6,156.00	\$1,000.00	\$7,156.00	\$0.00	\$71.43	\$0.00	\$0.00	\$7,227.43
City of Littleton	81	0.03%	0	0.00%	\$64.80	\$25,000.00	\$25,064.80	\$0.00	\$71.43	\$0.00	\$0.00	\$25,136.23
Larkspur Fire District	5,120	1.68%	5,120	1.93%	\$4,096.00	\$2,000.00	\$6,096.00	\$250.00	\$71.43	\$500.00	\$0.00	\$6,917.43
<b>Total</b>	<b>305,499</b>	<b>100.00%</b>	<b>265,543</b>	<b>100.00%</b>	<b>\$244,710.40</b>	<b>\$35,000.00</b>	<b>\$279,710.40</b>	<b>\$7,844.40</b>	<b>\$500.00</b>	<b>\$800.00</b>	<b>\$0.00</b>	<b>\$288,854.80</b>

\*Note: State charge is capped at \$0.80/voter

State of Colorado - Active only	190,781	n/a	n/a	n/a	\$152,624.80	N/A	n/a	\$0.00	n/a			\$152,624.80
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\* Per CRS \$0.80 per active registered Voter

<b>Total Reimbursement</b>												<b>\$441,479.60</b>
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Public Notice Charge \$ 500.00

Tabor Charges \$ 7,500.00

Total Cost shared among all entities

**\$441,479.60**

Total Estimated Cost of Election \$478,241.76 100%

**\$478,241.76**

County Subsidized portion of Election Cost

\$36,762.16

# 2015 Election Calendar

<b>December, 2014</b>		
3-December (Wednesday)	First date for meeting of the title board. (No sooner than the first Wednesday in December after an election).	1-40-106(1)
4-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and complete statutory recounts, if any. (30 days after the General Election)	1-10-103(2) 1-10.5-102(2)
5-December (Friday)	Last day an interested party may request a recount of the results of the General Election at their own expense. (Within 31 days after the election)	1-10.5-106(2)
11-December (Thursday)	Last day to complete a requested recount by an interested party. (No later than the 37th day after the General Election)	1-10.5-106(2)
<b>January, 2015</b>		
2-January (Friday)	Last day for Secretary of State to generate a list of electors showing who voted and who did not vote in the election.	1-2-305 1-1-106(5)
9-January (Friday)	Last day for state office holders/appointees to file personal financial disclosures, or update form.	24-6-202(4) 1-1-106(5)
14-January (Wednesday)	Last day for General Assembly to convene 2015 regular session.	Art. V, Sect. 7
<b>February, 2015</b>		
2-February (Monday)	Deadline for the county clerk and recorder to provide the county chairpersons of the major political parties with a list of records cancelled under the NVRA. (no later than 90 days after the general election)	1-2-605(8)
27-February (Friday)	Deadline for the Secretary of State to distribute a free list of who voted in the 2014 general election to each major and minor political party. (no later than March 1 following the general election)	1-2-305(4); 1-1-106(5)
<b>April, 2015</b>		
3-April (Friday)	Last day to submit a draft to the Secretary of State of a 2015 proposed initiative to be heard by the Title Board if the initiative is to be voted on in November. (by 3:00pm, 12 days before the last Title Board Hearing)	1-40-106(1)
15-April (Wednesday)	Last Title Board Hearing for measures that will appear on the 2015 Coordinated election ballot.	1-40-106(1)
<b>May, 2015</b>		
14-May (Thursday)	The General Assembly must adjourn no later than this date. (regular sessions must not exceed 120 calendar days)	Art. V, Sect. 7
<b>June, 2015</b>		
1-June (Monday)	Last day for the Secretary of State to notify county clerks of qualified political organizations' loss of qualified status. (no later than June 1 of each odd-numbered year)	Rule 3.7
<b>July, 2015</b>		
24-July (Friday)	If a political subdivision has taken formal action to participate in the Coordinated Election, it must notify the county clerk in writing. (100 days before the election, if the governing body has taken formal action)	1-7-116(5) 1-1-106(5)
<b>August, 2015</b>		
3-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2015 Coordinated Election. (no later than 3:00 PM, at least 3 months before the election)	Art. V, Sect. 1(2) 1-40-108
3-August (Monday)	Last day to file an addendum to a previously filed initiative petition that was deemed insufficient. (within 15 days after determination of insufficiency, but no later than 3:00pm at least 3 months before the election)	Art. V, Sect. 1(2); 1-40-117(3)(b)
5-August (Wednesday)	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (no later than 90 days before the election)	1-7.5-105(1) Rule 7.1.1
5-August (Wednesday)	Last day to designate Voter Service and Polling Centers and Drop Off Locations for the 2015 Coordinated election and submit accessibility surveys to the Secretary of State. (no later than 90 days before the election)	Rule 7.9
5-August (Wednesday)	First day a candidate for the office of school district director may circulate a nomination petition. (no sooner than 90 days before the election)	1-4-803(1)(b)
20-August (Thursday)	Last day for the Secretary of State to give written approval or disapproval to a submitted mail ballot plan, if the plan was filed on August 5th. (within 15 days after submission of the plan)	1-7.5-105(2)(a) Rule 7.1
25-August (Tuesday)	Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2015 Coordinated Election. (no later than 70 days before the election)	1-7-116(2)

# 2015 Election Calendar

28-August (Friday)	Last day for candidates for the office of school district director to file a nomination petition. (no later than 67 days before the election)	1-4-803(2)
31-August (Monday)	Last day to file an affidavit of intent to run as a write-in candidate for a non-partisan coordinated election. (by close of business on the 64th day before the election)	1-4-1102(2)
<b>September, 2015</b>		
2-September (Wednesday)	Last day for the Secretary of State to issue statements of sufficiency or insufficiency for initiative petitions filed on August 3rd. (no more than 30 calendar days after the petition is filed)	1-40-116(2)
4-September (Friday)	Last day for the designated election official from each political subdivision that intends to conduct an election to certify the ballot content. If the election will be coordinated with the county, the certification must be delivered to the county clerk and recorder of each county that has territory within the political subdivision. (no later than 60 days before the election)	1-5-203(3)(a)
4-September (Friday)	Deadline for the county clerk to file security and contingency plans with the Secretary of State. (no later than 60 days prior to the first election where the procedures will be used)	1-5-616(5)(b)
4-September (Friday)	Deadline for the county clerk to begin video surveillance of designated areas for the Coordinated Election (at least 60 days before the election)	Rule 20.7.2
4-September (Friday)	Last day for the Secretary of State to send notice and certification of the Coordinated election ballot to the county clerks. (no later than the 57th day before the Coordinated Election)	1-5-203(1) 1-1-106(5)
9-September (Wednesday)	Last day for the designated election official to submit a mail ballot plan to the Secretary of State to conduct a nonpartisan election by mail ballot if the jurisdiction is not coordinating with the county clerk. (no later than 55 days before the election)	1-7.5-105(1)
18-September (Friday)	Last day to file pro/con comments pertaining to local ballot issues with the designated election official in order to be included in the ballot issue notice. (the Friday before the 45th day before the election)	1-7-901(4)
19-September (Saturday)	Deadline to send mail ballots to military and overseas electors. (no later than 45 days before the election)	1-8.3-110(1) 1-1-106(5)
21-September (Monday)	Last day for a petition representative to submit a summary of comments in favor of their local ballot issue. (no later than 43 days before the election)	1-7-903(3)
22-September (Tuesday)	Last day for the designated election official to deliver ballot issue notices to the county clerk. (no later than 42 days before the election)	1-7-904
24-September (Thursday)	Last day for the designated election official to order registration and property owner records for use by election judges in a local election that is not coordinated with the county. (no later than the 40th day before the election)	1-5-303(1) 1-5-304(1), (2)
24-September (Thursday)	Last day for the Secretary of State to give written approval to a mail ballot plan submitted by a designated election official for a nonpartisan election, if plan was filed on September 9th. (within 15 days after submission of the plan)	1-7.5-105(2)(a)
<b>October, 2015</b>		
2-October (Friday)	Last day to mail notice of election for ballot issues. (At least 30 days before a ballot issue election)	Art. X, Sect. 20(3)(b) 1-7-116 1-1-106(5)
2-October (Friday)	Last day for the Legislative Council staff to print and distribute the ballot information booklet for statewide measures to active registered voters. (At least 30 days before the election)	Art. V, Sect. 1(7.5)(b) 1-1-106(5)
2-October (Friday)	Deadline for the county clerk to provide initial registration lists, and county assessor to provide initial property owner's list ordered by political subdivisions. (first list provided by the 30th day before the election and the supplemental list provided the 20th day before the election)	1-5-303(1) 1-5-304 1-7.5-107(2)(a) 1-1-106(5)
9-October (Friday)	Deadline to complete changes in the boundaries or division of precincts for nonpartisan elections. (No later than 25 days prior to the election)	1-5-104(1)
12-October (Monday)	Last day to submit an application to register to vote through a voter registration drive for the Coordinated Election. (No later than 22 days before the election)	1-2-201(3)(b)(i)
12-October (Monday)	First day mail ballots may be sent to voters, except for UOCAVA voters.	1-7.5-107(3)(a)
14-October (Wednesday)	Deadline for the county clerk and recorder to provide supplemental registration lists, and county assessor to provide supplemental property owner's list ordered by political subdivisions. (no later than 20 days before the election)	1-5-303(1),(2) 1-5-304(1),(2) 1-7.5-107(2)(b)
14-October (Wednesday)	Last day for the designated or coordinated election official to publish notice of the Coordinated Election. (no later than 20 days before the election)	1-1-104(34) 1-5-205(1) 1-7.5-107(2.5)(a)(i)

# 2015 Election Calendar

14-October (Wednesday)	Deadline for the designated election official to mail a copy of the notice of election to the county clerk of each county in which the political subdivision is located if the election is not coordinated by the county. (no later than 20 days before the election)	1-5-205(1),(2)
14-October (Wednesday)	Last day to post Voter Service and Polling Center, Polling Location, and Drop-off signs for the Coordinated Election. (at least 20 days before the election)	1-5-106
16-October (Friday)	Deadline for the county clerk to send mail ballots to each active elector for the Coordinated Election. (no later than 18 days before the Election)	1-7.5-107(3)(a)(i)
19-October (Monday)	Last day to appoint board of canvassers for a nonpartisan election that is not coordinated by the county. If the election is coordinated, the canvass board will be appointed in accordance with the intergovernmental agreement. (At least 15 days before election)	1-10-201(1)
19-October (Monday)	Last day the designated election official for a municipal or special district election may mail a voter information card to each household. It may be included with the ballot issue notice. (no later than 15 days before a nonpartisan election)	1-5-206(2) 1-10-101
19-October (Monday)	Counting of mail ballots may begin. No results may be disclosed until after 7:00pm on Election Day. (15 days prior to the election)	1-7.5-107.5
23-October (Friday)	Equipment inventory lists due to the Secretary of State. (no later than 10 days before use in the Logic & Accuracy Test and the Post-Election Audit Test)	Rule 11.2.3 1-1-106(5)
23-October 5-November.	The election notice must be posted in the designated election official's office. (at least 10 days before the election and until 2 days after the election)	1-5-205(1.3) 1-1-106(5)
26-October (Monday)	Last day to submit an application to register to vote through the mail, a voter registration agency, a local driver's license examination facility, or online to receive a mail ballot for the Coordinated Election. (through the 8th day prior to the election)	1-2-201(3)(b)(iii)
26-October (Monday)	First day Voter Service and Polling Centers must be open (At least 8 days before and on election day, except Sunday)	1-7.5-107(4.5)(c)
27-October (Monday)	Elections Setup Records are due to the Secretary of State for the Coordinated Election. (No later than 5:00pm on the 7th day before the election)	Rule 11.4
30-October (Friday)	First day Drop-off locations must be open. (At least 4 days before election day, including Saturday)	1-7.5-107(4.3)(b)
<b>November, 2015</b>		
3-November (Tuesday)	<b>Coordinated Election</b> (Polls open 7:00am to 7:00pm. First Tuesday in November)	Art. X, Sect. 20(3)(a) 1-1-104(6.5) 1-7-101 1-41-102(1)
3-November (Tuesday)	All ballots must be in the hands of the county clerk by 7:00pm on election day in order to be counted. Ballots cast by military and overseas voters must be sent no later than 7:00pm on election day and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(ii) 1-8.3-111 1-8.3-113 (1), (2)
5-November (Thursday)	Deadline for the Secretary of State to notify counties of the voting devices and races selected for auditing purposes. (Within 48 hours after the close of polls)	Rule 11.3.3(a)
5-November (Thursday)	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters for mail and provisional. (within 3 days from signature/ID verification but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a)
12-November (Thursday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (no later than the 8th day after election day)	1-8.3-113(2) 1-1-106(4)
12-November (Thursday)	Last day for elector to cure signature discrepancy or missing signature, or to provide missing ID for mail and provisional ballot to be counted. (within 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) 1-1-106(4)
17-November (Tuesday)	Last day for verification and counting of provisional ballots to be completed. (within 14 days after election day)	1-8.5-105(5)
20-November (Friday)	Deadline to complete the canvass for the Coordinated Election. (no later than the 17th day after the election)	1-10-102(1)
20-November (Friday)	Deadline for the county clerk to report the results of the post-election audit to the Secretary of State. (no later than 5:00pm on the last day to canvass)	Rule 11.3.3(m)
20-November (Friday)	Deadline to submit official Abstract of Votes for the Coordinated Election to the Secretary of State. (no later than the 18th day after the election)	1-10-103 1-1-106(5)
<b>December, 2015</b>		
3-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and order appropriate recounts, if any. (No later than the 30th day after the Coordinated Election)	1-10-103(2) 1-10.5-102

**2015 Election Calendar**

4-December (Thursday)	First day the county clerk may stop video surveillance of designated areas for the Coordinated Election. (through at least 30 days after the election, unless there is a recount)	Rule 20.7.2
4-December (Friday)	Last day an interested party may request a recount of the results of the Coordinated Election at their own expense. (within 31 days after the election)	1-10.5-106 (2)
10-December (Thursday)	Last day to complete a requested recount. (no later than the 37th day after the Coordinated Election)	1-10.5-106 (2)
<b>January, 2016</b>		
4-January (Monday)	Deadline to be affiliated with a major or minor party to run as a party candidate. (Note: For major-party assembly designation, this deadline may be dictated by party rules.) Deadline to be unaffiliated to access the ballot by petition as an unaffiliated candidate.	1-4-601(4)(a) 1-4-801(3) 1-4-802(1)(g)(II) 1-4-1304(2)(b)
4-January (Monday)	Last day to affiliate with a political party in order to vote in the precinct caucus if held on March 4. (2 months before the precinct caucus)	1-3-101(1)
13-January (Wednesday)	General Assembly to convene 2016 regular session.	Art. V, Sect. 7
8-January (Friday)	Deadline to submit a petition to qualify as a minor political party. (Must be signed by at least 10,000 registered electors and submitted to the Secretary of State no later than the second Friday in January)	1-4-1302(1)
29-January (Friday)	Last day for Secretary of State to issue a statement of sufficiency/insufficiency regarding petition to qualify as a minor political party, if petition is received on January 8 (No later than 21 days after receipt)	1-4-1302(4)(b)
*	An insufficient petition to qualify as a minor political party may be amended once prior to 3 p.m. on the 7th day after the notice of insufficiency.	1-4-1302(4)(c)

## Douglas County Important 2015 Election Dates

### Coordinated Election

<b>Event</b>	<b>Date</b>
Coordinating entities certify ballot content	Sep 4
SOS certifies state ballot content	Sep 4
Public Logic & Accuracy Test	Sep 17, 9:00 a.m. - 12:00 p.m.
Alternate Public Logic & Accuracy Test	Sep 18, 9:00 a.m. - 12:00 p.m.
Uniformed and Overseas Citizens ballots mailed	Sep 19
Ballots mailed to voters	Oct 12 - 16
Ballot Drop-off Locations open	Oct 12 - Nov 2 Mon - Fri, Regular Business Hours of location Sat, Oct 31, 9:00 a.m. - 1:00 p.m. Tue, Nov 3, 7:00 a.m. - 7:00 p.m.
Voter Service and Polling Centers open	Oct 26 - Nov 2 Mon - Fri, 8:00 a.m. - 5:00 p.m. Sat, Oct 31, 9:00 a.m. - 1:00 p.m. Tue, Nov 3, 7:00 a.m. - 7:00 p.m.
Election Day	Tue, Nov 3, 7:00 a.m. - 7:00 p.m.
Post Election Audit	Nov 12, 9:00 a.m. - Until completed
Alternate date	Nov 13, 9:00 a.m. - Until completed
Board of Canvass	Nov 19, 9:00 a.m. - 11:00 a.m.
Alternate date	Nov 20, 9:00 a.m. - 11:00 a.m.



## **Douglas County Fees for Election Coordination**

**\*Per Voter in Jurisdiction** **\$ 0.80**

***PLUS***

**\*Additional Ballot Question/TABOR Language Text**

( > 4 Column inches in length)

**Coordinated odd year** **\$1,000**

**Gubernatorial even year** **\$2,000**

**Presidential even Year** **\$3,000**

**\*Minimum Charge** **\$ 500**

**TABOR Notice**

**Minimum \$ 250**

(Jurisdictions Voter registration %/ # of TABOR participants)

**Public Notice**

**Varies**

(Cost/# of coordinating entities)

**Cancellation of Jurisdiction Election**

**Full Actual Costs**

(All cost incurred before and after cancellation - IGA 3.01)

**Failure to Comply with Terms of IGA**

**Full Actual Costs**

**Delays/rework of ballot**

**All associated Costs**

(Due to jurisdiction error - IGA 2.02U)

**Staff appointment on behalf of jurisdiction/hr.**

**\$ 100**