

RESOLUTION NO. R-019-098

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

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF PARKER AND DOUGLAS COUNTY CONCERNING THE
ADMINISTRATION AND THE CONDUCT OF THE NOVEMBER 5, 2019
COORDINATED ELECTION.**

WHEREAS, the Board of County Commissioners of the County of Douglas and the Town of Parker desire to enter into an agreement concerning the Administration and Conduct in Elections; and

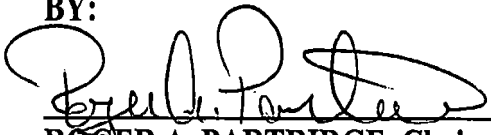
WHEREAS, the County is willing to enter into such an agreement with the Jurisdiction in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; now, therefore,

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 Town of Parker, 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 10th day of September, 2019, in Castle Rock, Douglas County, Colorado.

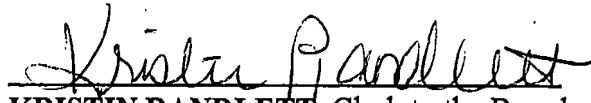
**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

BY:

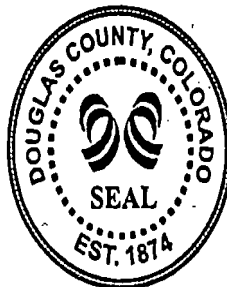


ROGER A. PARTRIDGE, Chair

ATTEST:



KRISTIN RANDLETT, Clerk to the Board



INTERGOVERNMENTAL AGREEMENT (IGA)**BETWEEN****DOUGLAS COUNTY CLERK AND RECORDER****AND****TOWN OF PARKER****(Enter Jurisdiction Name)****Regarding the Conduct and Administration of the****NOVEMBER 5, 2019
COORDINATED ELECTION****Merlin Klotz
Douglas County Clerk and Recorder
125 Stephanie Place
Castle Rock, Colorado 80109
303-660-7444****Attachment: Town of Parker IGA - BOCC (5683 : Resolution Approving IGA with Town of Parker)**

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 Parker (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 the 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 5, 2019; and

WHEREAS, such agreements are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree 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.) 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 (the "Code"). 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.

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

- A. **"Coordinated Election Official"** (hereinafter "CEO") means the County Clerk and Recorder who acts as the "coordinated election official", as defined within the Code and Rules.
- B. **"Contact Officer"** (hereinafter "Officer") means the person who acts as the primary liaison or contact between the Jurisdiction and the CEO. The Officer shall be that person under the authority of the CEO 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.
- C. **"Designated Election Official"** (hereinafter "DEO"), means the person identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction, as specified within the Code.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices (if applicable the Jurisdiction will sign the "TABOR Notice Agreement" as part of this IGA) and shall adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the duties required.
- B. Nothing herein shall be deemed 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.

1.03 JURISDICTIONAL

The Jurisdiction encompasses territory within Douglas County. This Agreement shall apply only to that portion of the Jurisdiction within Douglas County. Where the Jurisdiction is entirely contained within Douglas County, the Officer has jurisdiction in establishing ballot order and number. When the Jurisdiction is split among more than one county, the Officer will coordinate with other counties to agree upon ballot order and 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 COUNTY RESPONSIBILITIES:

- A. Assist the DEO on any matter related to the election to ensure the smooth and efficient operation of the election (such information shall not include legal advice) by designating an Officer with the specific duty of assisting with the election of the Jurisdiction and acting as the primary liaison between the County and Jurisdiction.
- B. Provide an Address Library Report that defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor. The Address Library Report will include the address report from the SOS voter registration system, which defines street addresses within the jurisdiction. Provide the Jurisdiction with a District Boundary map, which identifies the boundaries within the Jurisdiction from records on file with the County Assessor office.
- C. Provide an Annexations, Inclusions, and/or Exclusions form to the Jurisdiction.
- D. 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.

- E. Contract for the mail ballot packets (ballots, voter instructions, and return envelope) and remit payment directly to the vendor.
- F. Provide ballot printing layouts compliant with the Code for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- G. Mail the ballot packets as required by the Code.
- H. Make available a certified list of the Jurisdiction's registered voters.
- I. Secure and perform all associated tasks relating to election judges.
- J. Coordinate, instruct, and oversee all functions of the Canvass Board to include a canvass of the votes and certification of the results providing the Jurisdiction with a copy of all election statements and certificates required under the Code.
- K. Prepare and run the required Logic and Accuracy Test (process for verifying the accuracy of ballot counting equipment in accordance with the Code) to include providing blank ballots for the DEO to mark as the "test deck".
- L. Provide daily pick-up of the ballot from 24-hour ballot boxes, sealed ballot container(s) containing voted ballots from all designated locations, and provide replacement sealed empty ballot container(s).
- M. Publish and post the required legal notices pursuant to § 1-5-205(1), C.R.S. Notices shall be published for the Jurisdiction's ballot issues, ballot questions, and/or candidates.
- N. Refer members of the public and press to the DEO regarding specific questions about candidates or ballot questions.
- O. 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.
- P. Conduct and oversee the process of counting ballots and reporting the results.
- Q. Provide a secure area for no more than two persons appointed by the Jurisdiction to observe each ballot processing step.
- R. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.
- S. Prepare and conduct the required Risk Limiting Audit before certifying election results.
- T. 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.
- U. Store all election records as required by the Code.

2.02 JURISDICTION RESPONSIBILITIES:

- A. Identify a DEO who shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify immediately to Officer if Jurisdiction is shared by any additional county. Procedures will be followed per SOS Rule 4.2 to determine controlling county in coordinated elections.
- C. Provide a copy of the ordinance or resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election in accordance with the terms and conditions of this Agreement.
- D. Confirm it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for the coordinated election.
- E. Return the IGA with the signature page completed on or before the seventieth (70) day in order to enter into an intergovernmental agreement, per the Code.
- F. Appoint at least one member, and no more than two members, to represent the Jurisdiction and to participate in the Logic and Accuracy Test (LAT) and Canvass Board. If there is not an appointed representative present for these activities, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Officer.
- G. Certify Jurisdictional boundaries, in writing on or before eightieth (80) day prior to the election. This may be accomplished through the DEO certifying the accuracy of the Address Library Report including any changes, additions, or deletions to be made to the street ranges or by certification of the District Boundary map with any discrepancies indicated.
- H. 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 notify the Officer.
- I. 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. Text shall be provided in plain text format. The Officer will not accept text that includes, but is not limited to, bold, italic, underline, bullets, numbering, tables, strikethrough or indentations.
- J. The DEO shall refer correspondence and calls relating to election outside of the DEO's expertise, to the Officer for response.
- K. 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 Officer) in a plain text format, on or before the sixtieth (60) day, no later than 5:00 p.m. MST. The

Attachment: Town of Parker IGA - BOCC (5683 : Resolution Approving IGA with Town of Parker)

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 Officer will not be responsible for making any changes after the certification, except those prescribed by statute. The Officer will not accept text that includes, but is not limited to, bold, italic, underline, bullets, numbering, tables, strikethrough or indentations. The use of all capital letters is reserved for TABOR issues only, per the Code.

- L. 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 to be left in a voice message recording at (303) 663-6279 and include the candidate name, jurisdiction, and title of office.
- M. Indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any untimely ballot content submitted may result in candidates, issues, or questions not being on the ballot for the coordinated election.
- N. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written confirmation (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received within two (2) hours of receiving the layout and text from the county.** This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (electronic format) is given to the Officer. Failure to respond by the deadline will be considered acceptance "as is". A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for all associated costs with fixing or correcting Jurisdictional errors.
- O. Prepare, hand-count, and deliver to the Officer, the required test deck for the Logic and Accuracy Test.
- P. Perform the following tasks (as applicable) in elections where Jurisdictional property owners are eligible to vote:
 - a. Request access to and utilize the online Special District Designated Election Official Voter Lookup tool provided by the Colorado Secretary of State to confirm voter registration and verify "property ownership" information. Contact the Officer for assistance gaining access to this tool.
 - b. Provide the initial and supplemental certified list of eligible "property owners", as determined by the Jurisdiction, who:
 - i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,
 - ii. 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).

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- c. Coordinate directly with the Douglas County Assessor's Office(303-660-7450) or visit their website to obtain the list of all recorded owners of taxable real and personal property at <https://apps.douglas.co.us/assessor/advanced-search/>
 - d. Exclude non-person entities and persons not living in the state of Colorado; any individuals not registered to vote; any person who resides in the district, as they will already receive a mail ballot.
 - e. Submit the lists as an electronic copy 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 (ie: Douglas County Identifier is 18), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and voter identification number.
- Q. Publish and post any required legal notices for the Jurisdiction's ballot content, other than the notice required by § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the Douglas County Recording Department for its records.
- R. Provide standby support on Election Day via telephone from 7:00 am until the polls have closed. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.
- S. Notify the Officer within 24 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 will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S. Refer to SOS Rule 10.9.5 for districts in more than one County.
- T. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit total payment to the County.
- U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are \$1.00 per registered voter, with a minimum charge of \$1,000, not including publication cost, excess linear ballot column inches cost, and TABOR Notice costs with a minimum charge of \$500 (if applicable).

Illustrative Estimated Cost Table:

Current Registration Total (Active & Inactive)	% of Total Participants Registration	TABOR registered Voters	TABOR % of total Registration	Current Registration Total X \$1.00	OR \$1k minimum, whichever is greater	AND \$2k ea. add. column inch over 4	TABOR Notice Cost x % registration or \$500 minimum	Public Notice Divided equally by participating entities	Requested Report Fees (\$25/report)	Estimated Minim Cost
43,000	17.38%	21,000	46.5%	\$64,500	\$0.00	\$6,000	\$13,953.49	\$15.00	\$50.00	\$ 84,518.49
98,000	39.62%	45,000	99.67%	\$147,000	\$0.00	\$2,000	\$29,900.33	\$15.00	\$50.00	\$178,965.33
7,500	3.03%	0	0.00	\$11,250	\$0.00	\$0	\$0.00	\$15.00	\$25.00	\$ 11,290.00
300	0.12%	150	0.33%	\$450	\$1,000	\$0	\$500.00	\$15.00	\$25.00	\$ 1,990.00

For illustrative estimate cost only:

TABOR Notice Cost: \$30,000

Public Notice Cost: \$60

SECTION III. CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, notice of shall be provided to the Officer immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the Officer relating to the election incurred both before and after the Officer'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 Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue Notice (TABOR Notice).

SECTION IV. MISCELLANEOUS

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or by email to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:

Merlin Klotz
Douglas County Clerk and Recorder
Elections Department
125 Stephanie Place
Castle Rock, Colorado 80104
Fax: 720-733-6977
Email: Elections@Douglas.co.us

To Jurisdiction:
(Enter Contact and address
information)

Carol Baumgartner, Town Clerk
Town of Parker
20120 E. Mainstreet
Parker, CO 80138
Email: Clerk@parkeronline.org
Fax: 303 840-9792

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.03 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

Attachment: Town of Parker IGA - BOCC (5683 : Resolution Approving IGA with Town of Parker)

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.

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.

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 or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

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.

The Parties hereto understand and agree that they, their 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.

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.

(remainder of page intentionally blank)

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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)

COORDINATED ELECTION OFFICIAL:

By Board of County Commissioners
Chairperson

By Clerk and Recorder

Date _____ Date _____

Attest Deputy Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Director of Finance

County Attorney

Jurisdiction Signatures: TOWN OF PARKER

By: [Signature]
Title: Mike Waid, Mayor
Date: July 15, 2019

By: [Signature]
Title: James S. Maloney, Town Attorney
Date: July 15, 2019

Attest [Signature]
Title: Carol Baumgartner, Town Clerk
Deputy Town Clerk

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