

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**ARAPAHOE COUNTY CLERK AND RECORDER**

**AND**

**CITY OF LITTLETON**

**REGARDING THE CONDUCT AND ADMINISTRATION OF THE**

**NOVEMBER 6, 2018**

**GENERAL ELECTION**

**PREPARED BY:**

**ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE**

**ELECTIONS DIVISION**

**5334 S. PRINCE STREET**

**LITTLETON, COLORADO 80120**

**303-795-4511**

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

**WHEREAS**, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, 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 jurisdiction 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 jurisdictions whose elections are part of the coordinated election 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 a Coordinated Election on November 6, 2018; 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:

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 Arapahoe County for this purpose and may include municipalities, school districts, and special districts within the Arapahoe County limits and the State of Colorado.

The Arapahoe County Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Wendy Heffner as its Designated Election Official (hereafter "DEO").

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 voter registration system that defines street addresses and precincts within the jurisdiction.
- B. **“Coordinated Election Official”** (hereinafter **“CEO”**) shall mean the County Clerk and Recorder who 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 Coordinated Election Official for the jurisdictions.
- E. **“Contact Officer”** means the individual 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”**) means the individual 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. **“IGA”** or **“Agreement”** means this Intergovernmental Agreement between the County and the Jurisdiction for election coordination.
- H. **“Jurisdiction”** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to [Coordinating Entity Name].
- I. **“Logic and Accuracy Test”** means a test of all electronic and electromagnetic voting equipment to test mail, provisional and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a preaudited group of ballots.
- J. **“Mail Ballot Packet”** means the packet of information provided by the CEO 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 substantially in the Colorado Election Code.
- L. **“Precinct”** means an area with established boundaries within a political jurisdiction used to establish election districts.
- M. **“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.
- N. **“SOS”** means the Colorado Secretary of State.
- O. **“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 B and incorporated herein by this reference.
- P. **“TABOR”** means a ballot issue that is governed by article X, § 20 of the Colorado Constitution.
- Q. **“UOCAVA voters”** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

## **1.02 JURISDICTIONAL LIMITATION.**

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

## **SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES**

### **2.01 JOINT RESPONSIBILITIES.**

Nothing herein shall be deemed or construed to relieve the County or the Jurisdiction from their official responsibilities for the conduct of the election as generally set forth in the Colorado Election Code.

All parties shall:

B. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election, unless superseded by other legal authority.

C. Enforce all applicable provisions of the Fair Campaign Practices Act.

D. Review and execute this IGA with all required signatures on or before the deadline set forth in § 1-7-116(2), C.R.S.

E. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

## 2.02 COUNTY RESPONSIBILITIES.

The County shall perform the following duties:

F. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.

G. Maintain voter records and an address library for Arapahoe County voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and Arapahoe County cybersecurity recommendations to protect confidential voter information.

H. Send a certified list of registered voters to the Jurisdiction via secure FTP transfer.

I. In order to identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the County shall perform the following duties for the Address Library:

- a. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.
- b. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.
- c. Verify any 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.

J. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 90 days prior to the Election.

K. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to [www.arapahoevotes.com](http://www.arapahoevotes.com).

L. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:

- a. If the Jurisdiction is entirely contained within Arapahoe County, the County has authority to set the ballot measure order and number.
- b. If the Jurisdiction includes territory in more than one county, the County will coordinate with the other applicable counties for purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.

M. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.

N. Provide a candidate hotline at 303-734-5365, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.

O. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.

P. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

Q. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S. for the Jurisdiction's ballot issues, ballot questions, and/or candidates.

R. If the Jurisdiction's election includes a TABOR issue, the County shall perform the following duties relative to the TABOR Notice:

- a. Provide a Microsoft Word document template for the TABOR Notice to the jurisdiction with instructions to submit its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline listed in Attachment B.
- b. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.
- c. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in Arapahoe County. The County may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."
- d. Post the TABOR Notice on [www.arapahoevotes.com](http://www.arapahoevotes.com).
- e. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the County's total expenditures relative to the TABOR Notice.

S. Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the election.

T. Establish and maintain mail ballot drop-off locations, and designate and operate Voter Service and Polling Centers as required by the Code.

U. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop-off location and Voter Service and Polling Center each business day. Provide a replacement sealed empty ballot container(s), except if the location is a stand-alone 24-hour drop-box.

V. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.

W. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.

X. Send letters to voters whose mail ballots are missing a signature, missing identification or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.

Y. Maintain the following reports for all Arapahoe County eligible voters, and publish a public version (excluding confidential voters) on [www.arapahoevotes.com](http://www.arapahoevotes.com):

- a. A registered voter list, including the names of eligible electors;
- b. A turnout list, including the names of eligible electors, precinct number, date mail ballot was sent, and date ballot was issued at a Voter Service and Polling Center.

Z. Accept public inquiries by phone at 303-795-4511 and by email at [elections@arapahoe.gov](mailto:elections@arapahoe.gov). Respond to all correspondence and calls within the County's expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.

AA. Post unofficial election results by ballot question after the polls close on Election Night at [www.arapahoevotes.com](http://www.arapahoevotes.com), and regularly update the unofficial results as more eligible ballots are counted.

BB. Conduct a recount of the ballots cast if required by law or if requested by 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.

CC. Prepare and run the required Post Election Audit in accordance with the Code before certifying election results.

DD. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.

EE. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election.

FF. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement.

GG. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

### **2.03 JURISDICTION RESPONSIBILITIES.**

The Jurisdiction shall perform the following duties:

A. Identify a Designated Election Official to act as liaison between the Jurisdiction and the County.

B. Notify the County prior to executing this IGA if the Jurisdiction's boundaries include property in any other county.

C. Review the Address Library Report provided by the County, which determines which residential addresses are within the jurisdiction. View the street ranges in a map format at: <http://gis.arapahoe.gov/ArapaMAP/>. Confirm the street ranges are correct and identify any errors, omissions or deletions if necessary. Provide the County with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the County, including any corrections if necessary, by the date set forth in Attachment B.

- a. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the County with a certified legal description, map, and a list of street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:

- a. Coordinate directly with the Arapahoe County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in Arapahoe County, in accordance with § 1-5-304, C.R.S. and by the deadlines in Attachment B.
- b. Contact Minerva Padron at the Colorado Secretary of State's Office to receive access to DEO SCORE lookup. (Minerva Padron, 855-428-3555 ext. 6332, [minerva.padron@sos.state.co.us](mailto:minerva.padron@sos.state.co.us)).
- c. Using the list from the Assessor's Office:
  - i. Remove from the list non-person entities and persons not living in the state of Colorado.
  - ii. Look up the remaining names using the Secretary of State SCORE look-up tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

- iii. Remove from the list persons who reside in the district, as they will already receive a mail ballot.
- iv. Deliver to the County via email an initial and a supplemental list of property owners who are property owners in the district, registered to vote in the state of Colorado, and not physically residing in the district. Each list should be delivered by the deadline indicated in Attachment B. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.

E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S. for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, responding to protest filings, and cures if applicable.

F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.

G. Defer to the County to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the County.

H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions and issues to the County. Submit the ballot content via email to Corene Henage at [chenage@arapahogov.com](mailto:chenage@arapahogov.com) on or before the deadline as set forth within Attachment B. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. (Ballot content submitted to the County after the deadline will not appear on the ballot.)

I. Within one business day of receipt from the County, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the County via email to Corene Henage at [chenage@arapahogov.com](mailto:chenage@arapahogov.com).

J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the County's candidate hotline at 303-734-5365 by the deadline indicated in Attachment B and record a voicemail with the phonetic pronunciation of their name, the title of the race and jurisdiction for which they are running.

K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:

- a. Receive petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.
  - b. Prepare a financial summary for each ballot question or issue.
  - c. Prepare a Microsoft Word document using the template provided by the County for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment B.
  - d. Defend and resolve, at the Jurisdiction's sole expense, all challenges related to the candidates, ballot issues and/or ballot questions, or to the TABOR Notice if applicable, as certified to the County.
- L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the County in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County for its records.
- M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question or measures or operations. Refer members of the public and news media to the County for any matters outside of the DEO's expertise relating to election procedures.
- N. Notify the CEO by the statutory deadline 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 prorated among the participating Jurisdictions as per § 1-10.5-101, C.R.S.
- O. Remit to the County the total payment for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the County.

**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 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 before receipt of such notice and activities of the CEO relating to cancelling the election after the 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 B), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).



#### **4.05 CONFLICT OF LAW.**

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.

#### **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 in Attachment B 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 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, protections or defenses 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.

#### **4.10 GOVERNING LAW: JURISDICTION AND VENUE.**

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Arapahoe, State of Colorado.

#### **4.11 SEVERABILITY.**

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

**4.12 ATTACHMENTS.**

The following attachments are incorporated herein by this reference.

Attachment A – 2018 Cost Estimate

Attachment B - Key Dates for Coordinating Jurisdictions (subject to updates)

**END OF PAGE**

**Arapahoe County**

\_\_\_\_\_  
Matt Crane, Coordinated Election Official  
Clerk and Recorder

\_\_\_\_\_  
Date

**City of Littleton**

\_\_\_\_\_  
Debbie Brinkman  
Mayor

\_\_\_\_\_  
Date

Attest

\_\_\_\_\_  
Wendy Heffner  
City Clerk

\_\_\_\_\_