

**INTERGOVERNMENTAL AGREEMENT (IGA)**

**BETWEEN**

**DOUGLAS COUNTY CLERK AND RECORDER**

**AND**

---

**(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**

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 \_\_\_\_\_ (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

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).

- 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 Minimum 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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

#### 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.

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)

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:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest \_\_\_\_\_

Title: \_\_\_\_\_

## Address Library Report Verification Form

JURISDICTION NAME: \_\_\_\_\_

The address ranges identified on the **Address Library Report** included in this packet represent all current addresses within your Jurisdiction according to our Voter Registration System address report. *The Douglas County Elections Office only maintains residential addresses - not business or commercial addresses.* We are sending you the **Address Library Report** to confirm that the address ranges are complete and accurate. These addresses will be used to identify eligible electors within the Jurisdiction. It is the Jurisdiction's responsibility to know all current addresses within its boundaries.

Please verify that the **Address Library Report** includes all residential addresses within your Jurisdiction. If there is an error, please note it on the table below. If there are no errors, omissions, and/or corrections, it is still essential to sign, date, and return this form to the Douglas County Elections Office. Thank you!

Enter information below:

Street Name	Dir.	Street Type	Low/High Range	Odd/Even	Zip Code	Notes
<i>Example</i> <b>Main</b>	<b>E</b>	<b>St.</b>	<b>101/603</b>	<b>E</b>	<b>80104</b>	

I \_\_\_\_\_, \_\_\_\_\_, have reviewed the attached Address Library  
(Printed Name) (Title)

Report provided by the Douglas County Elections Office and certify it to be a true and accurate description of the address ranges defining the boundaries of the \_\_\_\_\_  
except for any errors, omissions, and/or exceptions noted. Jurisdiction Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Annexations, Inclusions and/or Exclusions

JURISDICTION NAME: \_\_\_\_\_

To ensure our office has the most current information, please complete section 1 or section 2 below, pertaining to annexations, inclusions, and/or exclusions for your Jurisdiction.

1. The following annexations, inclusions and/or exclusions were approved by the Jurisdiction since January 1 of the current year, and all supporting documents are attached.  
By signing below, I acknowledge and certify that the information is true and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. I acknowledge and certify there have been no annexations, inclusions, and/or exclusions to the Jurisdiction since January 1 of the current year.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Elections Office Use Only:

Date Received: \_\_\_\_\_ Contact Officer: \_\_\_\_\_

Date Forwarded to Mapping Specialist: \_\_\_\_\_ To: \_\_\_\_\_

TABOR NOTICE CERTIFICATION CONFIRMATION  
(If Applicable)

Douglas County, Colorado

The TABOR Notice included with this form reflects the ballot issues/questions for the Jurisdiction you represent. Please review this information and identify any necessary corrections. We cannot begin printing the official TABOR Notice until we receive this completed form. **Approval or requested changes must be received by our office within two (2) hours after the County has emailed the proof.** This may require availability outside of normal business hours. Complete and return this for via email to the Douglas County Elections Contact Officer.

Approved \_\_\_\_\_

Approved with changes noted \_\_\_\_\_

Jurisdiction Name \_\_\_\_\_

DEO Name \_\_\_\_\_

DEO Signature \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

## **DOUGLAS COUNTY TABOR NOTICE AGREEMENT**

The Ballot Issue Notice (TABOR Notice) is the publication required by the Colorado State Constitution, Article X, Section 20, for ballot issues and/or ballot questions that call for increases in the tax rate or government debt. It is required that the County produce a mailed notice (TABOR Notice) concerning these ballot issues and/or ballot questions to the electors of the County and the Jurisdiction.

### **THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:**

- A. Determine the least cost method for mailing the TABOR Notice and determine the portion of such cost to be applied to the Jurisdiction.
- B. Determine the ballot issue and/or ballot question number.
- C. Place the ballot issue and/or ballot question notices received from Jurisdictions participating in the election in the proper order in the TABOR Notice.
- D. Mail a TABOR Notice to each address of any registered electors as required by law.
- E. Refer calls concerning the substance of the ballot issues and ballot questions or the operations of the Jurisdiction to the designated contact for the Jurisdiction.

### **THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:**

- A. Perform such acts as may be required by law including circulation, approval, review, and all other activities, relating to any petition that may concern the Jurisdiction. The DEO shall interact with any Jurisdiction petition representatives, including but not limited to, working to ensure that the County Contact Officer receives the summary of written comments within the time required by law.
- B. Determine the ballot title and text within restrictions described by the County in the IGA.
- C. Include, within its TABOR Notice, ballot titles in this format: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE." See Sample TABOR Notice included in this packet.
- D. Prepare the text of the TABOR Notice. See Sample TABOR Notice included in this packet for use as a template. The TABOR Notice shall include any Jurisdiction voter-approved additions, and:
  - a. The election date, hours, and local Jurisdiction contact name, office address and telephone number.
  - b. Ballot title, ballot text and written comments.
  - c. Fiscal information to be included in the TABOR Notice.
- E. Accept and summarize the filed comments in favor of and in opposition to the ballot issues and/or questions received from the eligible electors of the Jurisdiction and the public, as required for use in the TABOR Notice.
- F. Provide the certified content of the Jurisdiction's completed TABOR Notice to the Douglas County Elections Contact Officer as a plain text file via email.
- G. Proofread the layout and the text of the Jurisdiction's portion of the official TABOR notice and provide written notice (electronic format) of acceptance before the printing of the ballots. Approval or requested changes must be received within two (2) hours

after the Douglas County Elections Officer has emailed the draft. This may require availability outside of normal business hours, and no changes will be made after acceptance is given to the Officer. If the deadline is not met, the Officer will consider the proof final “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 correction costs. This submission may not be changed by the Jurisdiction without written approval from the Douglas County Elections Officer and shall be requested no later than the 42nd day before the election.

- H. Resolve, at the Jurisdiction’s expense, any and all challenges pertaining to TABOR Notices certified to the County.

By	<b>Jurisdiction</b>	By	<b>County</b>
	_____		_____
Date	_____	Date	_____

## CONTACT AND PARTICIPANT INFORMATION LIST COORDINATED ELECTION, NOVEMBER 5, 2019

Please enter your Jurisdiction's information:

Designated Election Official:

\_\_\_\_\_  
(Jurisdiction Name)

\_\_\_\_\_  
(DEO Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Email Address)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Represented by:

\_\_\_\_\_  
(Attorney/Law Firm)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Email Address)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Per the Intergovernmental Agreement, please indicate the Jurisdiction representative(s) that will participate in the following:**

1. Election Day Telephone Support for Inquiries (7:00 am - 7:00 pm)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Logic and Accuracy Test

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Logic and Accuracy Test - Alternate Date

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

3. Canvass Board Meeting

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Canvass Board Meeting - Alternate Date

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

4. Ballot Counting Observation (Maximum of two observers per Jurisdiction)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Douglas County Coordinated Election Official: Merlin Klotz, Clerk and Recorder

(Name)

301 Wilcox Street, PO Box 1360

(Mailing Address)

Castle Rock, CO 80104

(City, State, Zip)

mklotz@douglas.co.us

(Email Address)

Phone: 303-663-7364 Fax: 720-733-6977

Douglas County Contact Officer: Tyler Dean, Elections Operations Manager

(Name)

125 Stephanie Place

(Mailing Address)

Castle Rock, CO 80109

(City, State, Zip)

tdean@douglas.co.us

(Email Address)

Phone: (303) 663-7651 Fax: (720) 733-6977

Douglas County Interim Deputy of Elections: Codie Winslow

(Name)

125 Stephanie Place

(Mailing Address)

Castle Rock, CO 80109

(City, State, Zip)

cwinslow@douglas.co.us

(Email Address)

Phone: (303) 663-7651 Fax: (720) 733-6977

Douglas County Senior Asst. Attorney: Christopher Pratt

(Attorney/Law Firm)

100 Third Street

(Mailing Address)

Castle Rock, CO 80104

(City, State, Zip)

cpratt@douglas.co.us

(Email Address)

Phone: (303) 660-7321

## Important Dates

### Coordinated Election – Tuesday, November 5, 2019

<i>Event</i>	<i>Date</i>
Last day to take formal action to participate in the 2019 Coordinated Election and notify County Clerk in writing (-100 days)	July 26
Last day for DEO to provide a legal description, signed District Boundary Map and Address Library Report, identifying all street ranges for street addresses within the district or proposed district (-90 days)	August 27
Last day to return signed IGA to Elections Contact Officer (-70)	August 27
Last day for coordinating entities to certify ballot content to Elections Office Contact Officer (-60)	September 6
SOS certifies state ballot content to C&R	September 9
Uniformed and Overseas Citizens ballots mailed (-45)	September 21
TABOR Notice Language and summarized Pro/Con & Fiscal Impact Statement due to Elections Office Contact Officer (-43)	September 23
Public Logic & Accuracy Test	September 25, 9 a.m. – 12 p.m.
Public Logic & Accuracy Test – Alternate Date	September 26, 9 a.m. – 12 p.m.
Ballots mailed to voters (-22)	October 15
Ballot Drop Off boxes open (-22)	October 15 - November 5 All boxes close November 5 at 7 p.m.
Last day voter can request our office mail a ballot (-8)	October 28
Voter Service and Polling Centers open (-8)	October 28 – November 4, Mon - Fri, 8 a.m. - 5 p.m. Sat, November 2, 9 a.m. - 1 p.m. Tues, November 5, 7 a.m. – 7 p.m.

<b>Election Day</b>	<b>November 5, 7 a.m. – 7 p.m.</b>
<b>Risk Limiting Audit (+11)</b>	<b>November 16 &amp; 17, 9 a.m. - 5 p.m.</b>
<b>Canvass Board meeting and Final Certification of Election</b>	<b>November 19, 9 a.m. – noon</b>
<b>Alternate Canvass Board meeting and Final Certification of Election</b>	<b>November 20, 9 a.m. – noon</b>
<b>Final Certification of Election deadline</b>	<b>November 29</b>

## Intergovernmental Agreement (IGA) Checklist

- ☐ **100 days prior**
    - Provide in writing to the County Clerk and Recorder notice of intent to coordinate. C.R.S. § 1-7-116(1), (2) & (5)
  - ☐ **90 days prior**
    - Receive and Review IGA & Address Library Report and District Boundary Map from the County Clerk and Recorder.
  - ☐ **70 days prior**
    - Complete the IGA which includes the following items:
      - Contact & Participant Information List
      - Address Library Report or District Boundary Map Verification Form
      - Acknowledgement and Certification of Annexations, Inclusions, and/or Exclusions Form to the Jurisdiction with all supporting documents OR acknowledge and certify that they are no such annexations, inclusions, and/or exclusions.
      - A copy of the Ordinance and/or Resolution to participate in Coordinated Election
      - Return all original pages of completed and signed documents via USPS mail, copies via FAX (303-733-6977), or EMAIL ([Elections@douglas.co.us](mailto:Elections@douglas.co.us))
    - For PROPOSED DISTRICTS:
      - Provide certified legal description, map, and street listing (including street ranges) prior to and no later than the 70<sup>th</sup> day before the election
  - ☐ Notify County Contact Officer if Jurisdiction is shared by other counties (Refer to Secretary of State Rule 6.2)
  - ☐ **60 days prior**
    - Certify candidates, ballot issues and/or ballot questions to County Contact Officer in electronic format. C.R.S 1-5-203(3),
    - Acceptable electronic formats include:
      - Plain text (or word) files: (.txt, .doc, .docx) with no formatting
      - NO bold, italic, underline, bullets, numbering, tables, strikethrough or indentations, etc.
      - Instructional text accepted include: Vote for no more than two, Vote for one, Vote Yes or No. Please Note: You may include term length (ex: Four-year term)
      - Provide phonetic pronunciation of candidate name(s):
      - Call 303-663-6279 and leave a message with the candidate name, Jurisdiction and title of office
- For elections where property owners are eligible electors:
- Request property owner list from Assessor's office and verify eligible electors
  - Request a supplemental list no later than 60 days prior to Election Day and provide the County Contact Officer with any additional eligible electors from the Douglas County Assessor. Contact the Assessor's Office at (303)-660-7450 for more information
    - Lists of more than 10,000 entries must be manually compiled and charges may be associated
- 
- ☐ Proofread ballot layout and text for Jurisdiction's portion of the official ballot

## Intergovernmental Agreement (IGA) Checklist

- Forward to the County Contact Officer the written and signed letter of acknowledgement via email within two (2) hours. After hours availability may be needed to ensure timely response.
- ☐ **Logic and Accuracy Test (LAT)**
  - Refer to Secretary of State Elections Calendar for date/time/location
  - Pick up test deck of ballots (day before LAT) and follow marking instructions provided
- ☐ **50 days prior– For elections where property owners are eligible electors:**
  - DEO shall request a supplemental list and provide the County Contact Officer with any additional valid and qualified voters not present in the initial list. Provide the list in the following format:
    - Excel format only
    - One 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
    - Only REGISTERED voters in State of Colorado, residing outside of jurisdiction
    - Refer to Section 2.02(X) of IGA
  - Contact the Douglas County Assessor's Office at (303)-660-7450 for more information
- ☐ **45 days prior**
  - Last day for DEO to receive Pro/Con Statements for TABOR issues. **Note: Refer to *Sample TABOR Notice for Coordinating Jurisdiction* for layout**
- ☐ **43 days prior**
  - Last day for DEO to deliver full text of any required ballot issues or ballot questions and all summarized pro/con statements to the county clerk. Receive and proof TABOR layout and text for Jurisdiction's portion of the TABOR Notice and submit TABOR Notice Acceptance Form within two (2) hours of receipt. After hours availability may be needed to ensure timely response.
  - Last statutory date to submit the valid and qualified property owner list to the CEO if applicable.
- ☐ **Election Day**
  - Provide telephone support for Jurisdiction 7:00 a.m. - 7:00 p.m.
  - Must be available throughout the day if needed by County Contact Officer
- ☐ **Post-Election Day Activities**
  - Notify County Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required
  - Attend Canvass Board meeting
  - Refer to Secretary of State Elections Calendar for date/time/location. Remit payment within 30 days of receipt of billing invoice

**SAMPLE TABOR NOTICE FOR COORDINATING JURISDICTIONS**  
*(May be used as a template by Jurisdiction)*

**ALL REGISTERED VOTERS**

**NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED  
MEASURE** (Select categories that apply)

**ENTER JURSDICTION NAME HERE**

**Election Date:** November 5, 2019

**Election Hours:** 7:00 A.M. to 7:00 P.M.

**Local Election (DEO) Office Address and Telephone Number:**

(Insert) Local Election (DEO) Office Address:  
(Insert) Local Election (DEO) Contact Person:  
(Insert) Local Election (DEO) Office Telephone Number:

**Ballot Title and Text:** Ballot Issue and/or Ballot Questions title and text  
See Article 10, Sec. 20 - Colorado State Constitution  
(TEXT MUST BE WRITTEN IN ALL CAPS)

**Fiscal Information:**

Fiscal Year	Fiscal Year Spending
2016 (Actual)	\$
2017 (Actual)	\$
2018 (Actual)	\$
2019 (Estimated)	\$

Overall Percentage Change in Fiscal Year Spending	%
Overall Dollar Change in Fiscal Year Spending	\$

Estimated first full fiscal year maximum dollar amount of increase:	\$
Estimated fist full fiscal year spending without the increase:	\$

**Summary of Written Comments FOR:**

See C.R.S. 1-7-903  
- OR -  
“No comments were filed by the constitutional deadline”

**Summary of Written Comments AGAINST:**

See C.R.S. 1-7-903  
- OR -  
“No comments were filed by the constitutional deadline”