



AGENDA

Elections Commission Meeting

Wednesday, September 21, 2022

6:00 p.m.

Aurora Room

15151 E. Alameda Parkway

Aurora, CO 80012

	Pages
1. Call to Order	
2. Roll Call	
3. Approval of Agenda	
4. Approval of Minutes	
4.a. 08-17-2022 Election Commission Minutes	2
5. General Business	
5.a. Discussion of Intergovernmental Agreements for Coordinated Elections	3
5.b. 2023 Ward Redistricting Update	
5.c. 2022 Special Municipal Election Update	60
6. Miscellaneous Matters for Consideration	
6.a. Arapahoe County Commissioner Redistricting Update	68
7. Adjournment	

**Election Commission
City of Aurora, Colorado
August 17th, 2022
6:00 p.m.
Virtual Meeting**

Call to Order: Scott Irvin called the meeting to order at 6:05 p.m.

Roll Call: Deputy City Clerk Cecilia Zapata called roll

Members Present: Scott Irvin, Molly Barrett, Bill McCartin, Lori Gimelshteyn

Staff Present: Cecilia Zapata, Deputy City Clerk; Daniel Krzyzanowski, Planning Supervisor; Dave Lathers, Assistant City Attorney

Approval of Agenda: Scott Irvin motions to approve the agenda, Lori Gimelshteyn seconds. Motion passed.

Approval of Minutes: Bill McCartin motions to approve the 08-10-2022 minutes, Molly Barrett seconds. Motion passed.

2023 Ward Redistricting Update: The Commission begins to discuss and review the scenario 5 maps and data that Daniel provided. Lori goes through the 2023 ward redistricting scenarios presentation with the ward and precinct population estimates. The Commission then compares scenario 1 versus scenario 5 to analyze the changes and possible impacts, particularly on population. The Commission acknowledges that the greatest changes on population will be in Ward 2 and Ward 6. The Commission questions what the next steps in the redistricting process will be. Cecilia explains how it will be presented, and the dates of the meetings, study sessions and council meetings. The Commission confirms that the next two Election Commission meetings will be September 21st and October 19th.

Miscellaneous Items: No miscellaneous items.

Adjournment: Motion by Scott Irvin to adjourn the meeting; seconded by Bill McCartin. The meeting is adjourned at 6:26 p.m.

Scott Irvin, Chair



Election Commission Meeting Commentary Page

Item Title: VSPC & Ballot Drop Box IGA
Staff Source: Kadee Rodriguez, City Clerk
Meeting Date: 9-21-22

ITEM SUMMARY

Intergovernmental Agreement with Arapahoe County

This Intergovernmental Agreement grants Arapahoe County the use and occupancy of certain city-owned facilities for the operation of Voter Service & Polling Centers (VSPC) and 24-hour drop box locations.

City Council approved an IGA in May 2020 for the 2021, 2021, and 2022 elections. The IGA was amended in July 2022 to add three (3) additional city-facilities due to growth in voter counts and gaps in geographic coverage.

Voter Service & Polling Centers (VSPC)

Locations can be used by registered electors to drop off a voted mail-in ballot, vote in-person, register to vote, update voter registration, or request a replacement ballot. Counties are statutorily required to operate a certain number of VSPCs during specified dates and times. The use of a public building as VSPC location shall be given priority over other uses of the building.

24-hour Drop Box

A drop box is a secure receptacle established to receive mail ballots twenty-four hours a day. The County is responsible for installing and maintaining each drop box and video surveillance system. The video security surveillance is retained by the county clerk and may be subject to disclosure pursuant to the Colorado Open Records Act.

Voter Service & Polling Centers (VSPC)

Location	2020 Primary	2020 General	2021 Coordinated	2022 Primary	2022 General
Aurora Municipal Center		X			X
Central Rec Center		X			X
MLK Jr. Library	X	X	X	X	X
Mission Viejo Library		X			X
Tallyn's Reach Library		X			X
Beck Recreation Center					X
Aurora Center for Active Adults					X
Murphy Creek Golf Course					X

24-Hour Drop Box Locations

Aurora Municipal Center
Central Rec Center
MLK Jr. Library
Mission Viejo Library
Tallyn's Reach Library
Beck Recreation Center
Aurora Center for Active Adults
Utah Indoor Pool

**INTERGOVERNMENTAL AGREEMENT
FOR VSPC USE AND BALLOT DROP BOX INSTALLATION**

THIS INTERGOVERNMENTAL AGREEMENT is made this 1st day of May, 2020 by and among the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO** (the "County"), for the use and benefit of the **ELECTIONS DIVISION OF THE CLERK AND RECORDER'S OFFICE**, and **CITY OF AURORA** (the "Jurisdiction"). Collectively the County and the Jurisdiction are referred to as the "Parties."

WHEREAS, pursuant to the Colorado Uniform Election Code of 1992, the County conducts election activities throughout Arapahoe County and governmental entities are encouraged to cooperate for the conduct of elections in order to reduce taxpayer expenses; and

WHEREAS, the County is statutorily required to operate a certain number of Voter Service and Polling Centers ("VSPC") and to have such VSPCs open for specified dates and times during every election; and

WHEREAS, in designating a VSPC, the county clerk and recorder shall take into account the factors described under COLO. REV. STAT. § 1-5-102.9(1)(c)(I), and the use of a public building as a VSPC location shall be given priority over other uses of the building; and

WHEREAS, the County and the Jurisdiction have met and discussed the establishing and operation of VSPCs at various locations on property owned or controlled by the Jurisdiction; and

WHEREAS, the County is statutorily required to install and maintain a certain number of election ballot drop boxes;

WHEREAS, pursuant to Colorado law, a drop box is defined as a secure receptacle established to receive mail ballots twenty-four hours a day, all drop box locations must be monitored by a video security surveillance recording system and the video security surveillance must be retained by the county clerk for a certain period of time after each election, and the video security surveillance of the drop box is an open record and may be subject to disclosure pursuant to the Colorado Open Records Act; and

WHEREAS, the County will provide, install and maintain each drop box and video security surveillance recording system; and

WHEREAS, the County and the Jurisdiction have met and discussed the location for installation of a drop box and video security surveillance recording system at various locations on property owned or controlled by the Jurisdiction; and

WHEREAS, the Jurisdiction desires to cooperate with the County for these purposes and such agreements are authorized by State law; and

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

VOTER SERVICE AND POLLING CENTERS

1. **VSPC SITES.** The Jurisdiction grants to the County the use and occupancy of certain areas in the following locations for use as a VSPC. The County will also be allowed to use all improvements and common areas of each location that are made available on a non-exclusive basis for the general use of the public and tenants, their employees, agents and invitees.

- a. Aurora Municipal Center, 15151 E Alameda Pwky., Aurora 80012
- b. Central Recreation Center, 18150 E. Vassar Pl., Aurora 80013
- c. Martin Luther King, Jr. Library, 9898 E. Colfax Ave., Aurora 80010
- d. Mission Viejo Library, 15324 E Hampden Cir., Aurora 80013
- e. Tallyn's Reach Library, 23911 E Arapahoe Rd., Aurora 80016

2. **ELECTION TERMS AND ACCESS.** The County will have access to and use of the VSPC sites each day for the dates and hours listed below. The Parties agree that the VSPCs will be open to the public for the days and hours required by the Colorado Uniform Election Code for each election, and recognize that the VSPC hours of operation may be different than when the building is otherwise open to the public. The public will be allowed access to the VSPC during the required statutory hours of operation, even if the building is otherwise closed to the public.

The Parties may agree to renew and extend this Agreement for use of the VSPC sites for other future elections, which renewal(s) shall be indicated in writing and executed by both parties.

a. 2020 Primary Election Term (June 30, 2020 Election Day)

- County access: June 17, 2020—July 1, 2020, to be accessible by the County from 7 a.m. to 9 p.m. each day.
- VSPC hours of operation: June 22-30, 2020. Mon. – Fri.: 9 a.m. – 5 p.m.; Sat. June 27: 9 a.m. – 1 p.m.; Tues. June 30: 7 a.m. – 7 p.m.

b. 2020 General Election Term (November 3, 2020 Election Day)

- County access: October 14 - November 4, 2020, to be accessible by the County from 7 a.m. to 9 p.m. each day. These dates may vary based on the phased opening of VSPCs.
- VSPC hours of operation: October 19 – November 3, 2020. Mon. – Fri. and second Sat.: 8 a.m. – 5 p.m.; Tues. Nov. 3, 2020: 7 a.m. – 7 p.m. These dates may vary based on the phased opening of VSPCs.

c. 2021 Coordinated Election Term (November 2, 2021 Election Day)

- County access: October 20, 2021—November 3, 2021, to be accessible by the County from 7 a.m. to 9 p.m. each day.

- VSPC hours of operation: October 25 – November 2, 2021. Mon. – Fri.: 9 a.m. – 5 p.m.; Sat. Oct. 30: 9 a.m. – 1 p.m.; Tues. Nov. 2: 7 a.m. – 7 p.m.

d. 2022 Primary Election Term (June 28, 2022 Election Day)

- County access: June 15 – 29, 2022, to be accessible by the County from 7 a.m. to 9 p.m. each day.
- VSPC hours of operation: June 20 – 28, 2022. Mon. – Fri.: 9 a.m. – 5 p.m.; Sat. June 25: 9 a.m. – 1 p.m.; Tues. June 28: 7 a.m. – 7 p.m.

e. 2022 General Election Term (November 8, 2022 Election Day)

- County access: October 19, 2022—November 9, 2022, to be accessible by the County from 7 a.m. to 9 p.m. each day. These dates may vary based on the phased opening of VSPCs.
- VSPC hours of operation: October 24 – November 8, 2022. Mon. – Fri. and second Sat.: 8 a.m. – 5 p.m.; Tues. Nov. 8, 2022: 7 a.m. – 7 p.m. These dates may vary based on the phased opening of VSPCs.

3. **VSPC SCHEDULE.** The Parties understand and agree that the use of each VSPC is election dependent and that not all of the VSPC sites may be utilized each election. The Parties agree to the following schedule:

VSPC Site	2020 Primary	2020 General	2021 Coordinated	2022 Primary	2022 General
Aurora Municipal Center		X			X
Central Rec Center		X			X
MLK Jr. Library	X	X	X	X	X
Mission Viejo Library		X			X
Tallyn’s Reach Library		X			X

4. **CONSIDERATION.** It is understood and agreed that the consideration provided in this agreement is non-monetary except for the allocation of costs as described herein.

5. **USE.** The County shall use each site as a voter service and polling center to conduct elections. The County shall not commit any waste or damage upon the VSPC site or any nuisance. The County shall keep the VSPC site free and clear from all waste resulting from its use or the use of its employees, officers, agents, invitees and visitors of the VSPC. The County agrees it will not unreasonably interfere with the use of the building for other regular operations or uses.

6. **AUTHORITY TO GRANT USE.** The Jurisdiction warrants and represents it is the lawful owner or lessee of the VSPC site and has the authority to grant the use contemplated by this Agreement.

7. **SERVICES FURNISHED BY JURISDICTION.** The Jurisdiction will furnish the building and the VSPC site and any and all services necessary to serve the VSPC, including the following:

- heating or cooling;
- electricity with sufficient power to operate the County's election equipment;
- internet service with sufficient bandwidth to support the County's election equipment through wired connection to the Jurisdiction's publicly available internet service network, and the Jurisdiction's IT staff will work with the County's IT staff to ensure that any special configurations are made to allow open internet communication to support this service;
- telephone outlets currently existing in the VSPC site;
- light fixtures present in the VSPC site and replacement of fluorescent tubes and light bulbs as required from time to time;
- customary janitorial services;
- access to parking facilities;
- removal of ice, snow and debris in the common areas and the parking facility; and
- any other customarily supplied utilities, maintenance, security, and building operation services.

8. **OBLIGATIONS OF THE COUNTY.** The County agrees to reimburse the Jurisdiction for staff and employee overtime incurred during the Election Term as a direct result of ensuring the VSPC site is open and available as provided herein. The Jurisdiction shall provide an accounting of resulting overtime to the County within 30 days of the holding of the subject Election. The County shall remit payment within 30 days of receipt of such accounting. It is expressly understood and agreed that the total amount to be paid by the County for reimbursement of Jurisdiction staff overtime shall not exceed \$1,500 for the Election Term, will extend only to monies appropriated for this purpose, and is not intended to create a multi-year debt or financial obligation of the County.

9. **VSPC SITE ACCESSIBILITY.** The VSPC site shall be maintained during each Election Term by the Jurisdiction in compliance with its building guidelines and the Americans with Disabilities Act ("ADA") concerning building accessibility for physically challenged citizens.

10. **PARKING.** During each Election Term of this Agreement, the Jurisdiction shall make available to the County the use of available parking spaces serving the VSPC site.

11. **SIGNAGE.** The County may install temporary signage in or on the VSPC site and the building where it is located concerning the conduct of the elections during each Election Term. All such signage will be removed at the termination of each Election Term.

12. **ALTERATIONS.** Because the site will be used as a voter service and polling center, the County may install additional electrical and/or telephone/internet wiring, cabling, or other hardware as necessary in order to operate and maintain the County's election equipment. Any such alterations will be discussed with the Jurisdiction in advance and require Jurisdiction approval in writing. The Jurisdiction acknowledges that such installation may result in a permanent alteration in and improvement to the VSPC site. Any costs associated with alteration shall be paid by the County. Any alteration work shall be supervised by the Jurisdiction staff to ensure any alterations do not impact Jurisdiction facilities, operation or equipment.

13. **ENTRY BY THE JURISDICTION.** The County shall permit representatives of the Jurisdiction to enter into and upon the VSPC site at all reasonable hours to inspect the same, and make any repairs deemed necessary by the Jurisdiction.

14. **SURRENDER OF POSSESSION.** The County agrees to surrender possession of the VSPC site to the Jurisdiction at the termination of each Election Term in as good condition and repair as when the County obtained the site, except for any and all alterations or improvements authorized by Jurisdiction or any damage caused by the elements (occurring without the fault of the County or other persons permitted by the County to occupy or enter the VSPC site).

15. **LOSS OR DAMAGE.** The County agrees to promptly remedy any damage to the VSPC site, at its expense, resulting from the County's use of the property under this Agreement and that was caused by the County and its employees, officers, agents or invitees. The County shall not be liable or responsible for any loss or damage to the building or VSPC site when such loss or damage is caused by "force majeure." "Force majeure" means acts of God, acts of the public enemy, unusually severe weather, fire, floods, epidemics, quarantines, strikes, or labor disputes.

16. **SUBSTITUTION OF SPACE.** In the event the VSPC site is not available for use as contemplated by this Agreement for any reason beyond the reasonable control of the Parties including, without limitation, damage or ongoing construction related to acts of nature, fire, flood, work stoppages, protests or other similar events, the Jurisdiction shall promptly notify the County and provide substitute space for use by the County. In the event such substituted space is not available or not acceptable to the County, the subject VSPC site will not be available for use that Election Term.

BALLOT DROP BOXES

17. **DROP BOX SITES.** The Jurisdiction hereby grants to the County a revocable non-exclusive license to use, in common with other licensees and the Jurisdiction, certain areas in the following locations to install and maintain an election ballot drop box and video security surveillance recording system.

- a. Aurora Center for Active Adults (Del Mar Park), 30 Del Mar Cir., Aurora 80011
- b. Aurora Municipal Center, 15151 E Alameda Pwky., Aurora 80012
- c. Beck Recreation Center, 800 Telluride St., Aurora 80012
- d. Central Recreation Center, 18150 E. Vassar Pl., Aurora 80013
- e. Martin Luther King, Jr. Library, 9898 E. Colfax Ave., Aurora 80010
- f. Mission Viejo Library, 15324 E Hampden Cir., Aurora 80013
- g. Tallyn's Reach Library, 23911 E Arapahoe Rd., Aurora 80016
- h. Utah Indoor Pool, 1800 S. Peoria St., Aurora 80012

18. **DESCRIPTION OF IMPROVEMENTS.** The County will install a ballot drop box and a video security surveillance recording system (the “Improvements”). The drop box may also include installing a cement pad to affix the box onto. The County will install a video security surveillance recording system that includes a camera (2 megapixel IP or better) and a recording system that allows for continuous recording during use of the mail ballot drop box. The video security surveillance recording system shall remain in place, functional and connected to a video recording system pursuant to Colorado law. The County will be responsible for obtaining and retaining the video data.

19. **FUNDING OF IMPROVEMENTS.** The County will fund the entire costs for obtaining, installing and maintaining the drop box and video security surveillance recording system.

20. **OWNERSHIP.** The County retains ownership of the drop box, video security surveillance recording system, and video footage. The Jurisdiction retains ownership of the property where each drop box is to be located.

21. **MAINTENANCE.**

A. At all times pertinent to this Agreement, the Jurisdiction shall, at the Jurisdiction’s expense, maintain the property where each drop box is located in good repair, including removal of ice, snow and debris in the drop box area and any walkway to and from parking.

B. Following installation, the County shall at all times maintain the drop box and video security surveillance recording system in good repair.

22. **ACCESS.** The County, its agents and contractors shall have the right of ingress and egress in, to, through, over, and across the property where a drop box is located for any purpose necessary and at any and all times necessary or convenient for access and maintenance of the drop box and video security surveillance recording system.

23. **DAMAGE TO PREMISES.** The County shall be responsible for repair/replacement of Jurisdiction property damaged by the County related to the installation and maintenance of the drop box and video security surveillance recording system.

MISCELLANEOUS

24. **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; or (3) immediately upon receipt of confirmation that an email or fax was received; 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: Joan Lopez
 Arapahoe County Clerk and Recorder’s Office
 Elections Division
 5334 S. Prince St.
 Littleton, Colorado 80120
 Fax: (303) 794-4625
 Email: jlopez@arapahoegov.com; elections@arapahoegov.com

**AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF AURORA AND ARAPAHOE COUNTY**

THIS AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this 25th day of July, 2022 by and among the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, COLORADO** (the “County”), for the use and benefit of the **ELECTIONS DIVISION OF THE CLERK AND RECORDER’S OFFICE**, and **CITY OF AURORA** (the “Jurisdiction”) (together referred to as the “Parties”).

WHEREAS, the Parties entered into the Agreement for Voter Service and Polling Center Use (VSPC) and Ballot Drop Box Installation on September 21, 2020; and

WHEREAS, the Parties desire to amend the Agreement to add additional VSPC locations for the November 2022 General Election and designated the phased opening of each VSPC location.

NOW, THEREFORE, the Parties agree to the following:

1. Paragraph 1 of the Agreement, VSPC Sites, is amended to add the following language:

- f. Aurora Center for Active Adults, 30 Del Mar Circle, Aurora 80011
- g. Beck Recreation Center, 800 Telluride St., Aurora 80011
- h. Murphy Creek Golf Course, 1700 S. Old Tom Morris Rd., Aurora 80018

2. Paragraph 2 of the Agreement, Election Terms and Access, is amended to add the following language:

2022 General Election Term (November 8, 2022 Election Day)

- Phase 1: County access: October 19, 2022—November 9, 2022, to be accessible by the County from 7 a.m. to 9 p.m. each day.
- Phase 2: County access: November 1, 2022—November 9, 2022, to be accessible by the County from 7 a.m. to 9 p.m. each day.
- Phase 3: County access: November 1, 2022—November 9, 2022, to be accessible by the County from 7 a.m. to 9 p.m. each day.

3. Paragraph 3 of the Agreement, VSPC Schedule, is amended to add the following language:

	VSPC Sites for Nov 2022 General Election	Phase 1	Phase 2	Phase 3
1.	Central Recreation Center	X		
2.	Tallyn’s Reach Library	X		
3.	Aurora Center for Active Adults		X	
4.	Aurora Municipal Center		X	
5.	Beck Recreation Center		X	

6.	MLK Jr. Library		X	
7.	Mission Viejo Library		X	
8.	Murphy Creek Golf Course			X

4. **LIMIT OF EFFECT AND ORDER OF PRECEDENCE.** This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement if any, remain in full force and effect except as specifically modified in this Amendment. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

CITY OF AURORA

By: *Kadee Rodriguez*
 Name: Kadee Rodriguez
 Title: City Clerk
 Date: 07-25-2022

ARAPAHOE COUNTY, COLORADO

By: *Joan Lopez*
 Name: Joan Lopez
 Title: Clerk and Recorder
 Date: 7/29/2022

Existing IGA:

- This resolution is to approve amending the existing IGA with Arapahoe County that was approved by Council in May 2020
- The IGA was for the operation and use of city facilities for Voter Service & Polling Centers (VSPC) and drop box locations for the 2020, 2021 and 2022 elections

Location	Dates
Aurora Municipal Center	November 2nd - November 9th
Central Rec Center	October 19 th – November 9th
MLK Jr. Library	November 2nd - November 9th
Mission Viejo Library	November 2nd - November 9th
Tallyn’s Reach Library	October 19 th – November 9th

Proposed Amendment:

- Due to growth in voter counts and gaps in geographic coverage, Arapahoe County is requesting to use three additional city-facilities for the November 2022 General Election.
 - Arapahoe County is being required to add 3 new vote centers in 2022 for a total of 32 (compared to 29 in November 2020)

Location	Dates
Beck Recreation Center	November 2nd - November 9th
Aurora Center for Active Adults	November 2nd – November 9th
Murphy Creek Golf Course	November 5th – November 9th

- The site visits and ADA inspections have been completed by Arapahoe County for each facility.

Factors taken into consideration:

- Areas of population growth
- Voter turnout
- Past use of prior locations
- Access to transportation
- Access for persons with disabilities

VSPC Requirements

- In designating a VSPC, the county clerk and recorder shall take into account the factors described under C.R.S. § 1-5-102.9(1)(c)(I)
- The use of a public building as a VSPC location shall be given priority over other uses of the building;
- Middle and High School building use has decreased in the last 5-7 years in Colorado as school boards and administrators are concerned about security of students when allowing voters on campus. In 2020, most of the school district buildings allowed for VSPC use in our County were non-instructional, administrative buildings, plus a few where students were remote learning due to COVID.
- Douglas and Jefferson County do not use any schools anymore.
- Arapahoe is in discussions with local school districts and do not know what, if any school buildings we will be able to use in November.



Election Commission Meeting Commentary Page

Item Title: Coordinated Election IGA's
Staff Source: Kadee Rodriguez, City Clerk
Meeting Date: 9-21-22

ITEM SUMMARY

Overview

Intergovernmental Agreements (IGA) are required by state law for coordinated elections. They outline certain practices and procedures to preserve the integrity of the election process.

The deadline for the county and coordinating jurisdictions to sign intergovernmental agreements is 70 days prior to the election (CRS 1-7-116(2)).

Council Approval

IGA's are approved by City Council via Resolution. Council enters into agreements with other governmental units for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ARAPAHOE COUNTY CLERK AND RECORDER

AND

CITY OF AURORA

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

NOVEMBER 8, 2022

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 Aurora (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 8, 2022; and

WHEREAS, such agreements are authorized by State law.

WHEREAS, the County and the Jurisdiction have a history of successful coordinated elections and have therewith established certain practices and procedures to preserve the integrity of the election process; and

WHEREAS, the Parties understand and agree that conducting coordinated elections subjects all Parties participating in the process to the strictures of Article XXIX of the Colorado Constitution pertaining to Ethics in Government, including that all Parties must: hold the respect and confidence of the people; carry out their duties for the benefit of the people; and avoid conduct that is in violation of their public trust or that creates a justifiable impression in the public that such trust is being violated.

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 Kadee Rodriguez as its Designated Election Official (hereinafter "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 the City of Aurora.
- 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, 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. **“Election Calendar”** means the “2022 General Election – Abridged Calendar Key Dates for Coordinating Jurisdictions,” attached hereto as Attachment B, which is based upon and incorporates the most recent election calendar as published on the SOS website located at www.sos.state.co.us.
- 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.

F. All parties shall remain cognizant of their obligations under article XXIX of the Colorado Constitution at all times during the election process, from the signing of this IGA to final certification of election results to the SOS.

2.02 COUNTY RESPONSIBILITIES.

The County shall perform the following duties:

G. 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.

H. Maintain voter records and an address library for Arapahoe County voters within the Colorado SCORE voter registration database. Comply with Colorado SOS and Arapahoe County cyber-security recommendations to protect confidential voter information.

I. Send a certified list of registered voters to the Jurisdiction via secure online method if requested by the DEO of the Jurisdiction.

J. 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, the accuracy of the map of the Jurisdiction's boundaries as found on ArapaMAP 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.

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.gov.

- a. Pursuant to § 1-5-905, C.R.S., and SOS Rule 4.1.2, the County is required to provide in-person and sample ballot translations for all ballot content in Spanish in Coordinated Elections using a translator subject to the requirements of the Code and SOS Rules 4.8.8 and 4.8.9.
- b. The County will be responsible for obtaining a Spanish translation of the Jurisdiction's ballot content from the County's certified translation vendor. Cost of Spanish translation will be included in shared election cost calculations.

- c. To the extent that the Jurisdiction includes territory in more than one county, the County will coordinate with the Jurisdiction and the other county or counties to determine responsibility for obtaining a Spanish translation so that only one translation is completed for each ballot issue or question and that the same translated version is used by each county.
- 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.gov.
 - 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 24-hour drop-boxes, 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 Voter Service and Polling Center and 24-hour drop-box 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. A SCORE download providing an update on every eligible voter's registration and ballot status will be posted on www.arapahoevotes.gov daily during the voting period. No person will be given preferential treatment regarding the receipt of updated SCORE information, except that the Clerk's Office may respond to lawful records requests made pursuant to the Colorado Open Records Act.
- X. Send letters to voters whose mail ballot envelopes 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.gov :
- 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@arapahoegov.com. 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.gov , and regularly update the unofficial results as more eligible ballots are counted. Election results will not be shared before the online posting.

BB. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction pursuant to state law. 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 Risk Limiting 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 pursuant to § 1-10-101, C.R.S. 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 a good faith preliminary cost estimate at the time of this Agreement, an updated cost estimate after the deadline for ballot content to be submitted has passed pursuant to state law, and an itemized invoice for all expenses incurred under this Agreement post-election.

- a. The County allocates costs using a Weighted Population Average, which reflects the proportionate number of active registered voters in each Jurisdiction on Election Day compared to the sum of all active registered voters in all coordinating jurisdictions for that election (including the County itself).
- b. The total shared costs attributable to the County's administration of the election are multiplied by the Weighted Population Average to determine the Jurisdiction's allocation based on this formula. The final invoice detailing the Jurisdiction's portion of shared election costs will reflect actual cost totals as well as any changes in the total number of coordinating jurisdictions participating in the election and any increases in active voter count between the cost estimates and Election Day.

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.arapahoegov.com/ArapaMAP/>. Confirm the street ranges and/or map 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 SOS's Office to receive access to DEO SCORE lookup. (Minerva Padron, 855-428-3555 ext. 6332, 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 SOS 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. 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 on the date of ballot content certification under the Code.

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@arapahoegov.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@arapahoegov.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 by the relevant deadlines indicated in Attachment B:

- 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, delivered to Briana Kacinski at bkacinski@arapahoegov.com.
- 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).

**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; or (3) immediately upon receipt of confirmation that an email or fax was received; 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:

Joan Lopez
Arapahoe County Clerk and Recorder’s Office

Elections Division
5334 S. Prince St.
Littleton, Colorado 80120
Fax: (303) 794-4625
Email: jlopez@arapahoegov.com

To Jurisdiction: Kadee Rodriguez
City Clerk
and Designated Election Official
15151 E Alameda Pkwy
Aurora CO 80012
Email: kvrodrig@auroragov.org
Phone: 303-739-7094

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the 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 and entire 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 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.

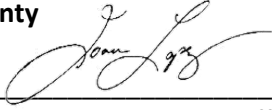
The following attachments are incorporated herein by this reference.

Attachment A – 2022 Preliminary Cost Estimate

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

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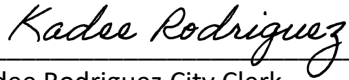
Arapahoe County



Joan Lopez, Coordinated Election Official
Clerk and Recorder

08/29/2022

Date



Kadee Rodriguez, City Clerk
Designated Election Official

8-26-2022

Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND
THE CITY/TOWN OF Aurora**

FOR THE NOVEMBER 8, 2022 COORDINATED GENERAL ELECTION

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this 22nd day of August, 2022, by and between the Adams County Clerk and Recorder, located at 4430 S. Adams County Parkway, Suite E3102, Brighton, Colorado 80601, hereinafter referred to as the “Clerk and Recorder,” and the City/Town of Aurora

15151 E Alameda Pkwy, Aurora, Colorado 80012, located at 15151 E Alameda Pkwy, Aurora, Colorado 80012, hereinafter referred to as the “Municipality” for the purpose of conducting a Coordinated General Election to be held on **November 8, 2022**. The Clerk and Recorder and the Municipality may be collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, pursuant to Colo. Const. art. XIV, § 18(2)(a), and Colorado Revised Statute (C.R.S.) § 29-1-203, the County and the Municipality may cooperate or contract with each other to provide any function or service lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and incurring of debt; and,

WHEREAS, pursuant to § 1-1-111, C.R.S. of the Uniform Election Code of 1992 (§ 1-1-101, *et. seq.* C.R.S., hereinafter referred to as the “Code”), the Municipality is authorized to contract with the Clerk and Recorder to perform all or part of the duties associated with conducting elections; and,

WHEREAS, the Clerk and Recorder and the Municipality have determined that it is in their best interests to conduct the election as a “Coordinated General Election,” as such terms are defined in the Code; and,

WHEREAS, the Clerk and Recorder and the Municipality have determined that it is in the best interests of their respective residents to cooperate and contract concerning the election upon the terms and conditions contained herein.

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

AGREEMENT

ARTICLE I: DUTIES OF THE CLERK AND RECORDER

1. COORDINATED GENERAL ELECTION OFFICIAL. The Clerk and Recorder shall act as the “Coordinated Election Official,” pursuant to § 1-1-104(6.5), C.R.S., and shall be responsible for the conduct of the election, which shall be in accordance with the provisions of the Code, the Taxpayer’s Bill of Rights, Colo. Const. art. X, § 20, hereinafter referred to as “TABOR,” and any pertinent Rules promulgated by the Colorado Secretary of State, hereinafter referred to as the “Rules.”

2. NO RUN-OFF ELECTION. This Agreement is for the November 8, 2022 election only. In the event the Municipality’s Code and/or Charter provide for a run-off election, and a run-off election becomes necessary, the Adams County Clerk and Recorder will not conduct that election for the Municipality.

3. CONTACT OFFICER. The Election Administrator, Jami Martinez, will be the designated contact officer for the County and will act as the primary liaison between the Election Office and the Municipality for purposes of the election. Jami Martinez can be reached at (720) 523-6421 or jcmartinez@adcogov.org.

4. VOTER LISTS. Upon the request of the Municipality, the Clerk and Recorder shall provide to the Municipality a list of the names and addresses of the registered voters in the Municipality. The list shall be certified by the Clerk and Recorder upon the request of the Municipality’s designated election official. If the Municipality believes the Clerk and Recorder’s voter registration list is inaccurate, the Municipality shall immediately advise the Clerk and Recorder and shall work with the Clerk and Recorder on corrections and revisions in a timely manner.

5. VOTING. The Clerk and Recorder shall provide for voter service and polling centers, mail, emergency, and provisional voting, pursuant to the relevant provisions of the Code and/or the Rules.

6. CERTIFICATION OF RESULTS. The Clerk and Recorder shall appoint a canvass board, pursuant to § 1-10-101 or § 1-10-201, *et seq.*, C.R.S.

7. RECORDS AND STORAGE. The Clerk and Recorder shall store all election records, and any other such materials as required under the Code, for a period of at least twenty-five (25) months after the election. Such storage shall be accessible by the Municipality, if legally necessary, upon accompaniment by the Clerk and Recorder or a designated representative, to resolve any challenges or other legal questions that might arise. In addition, upon request, the Clerk and Recorder shall compile a list of the names of persons who vote in the election and, shall provide to the Municipality a printed or electronic list containing the names of those persons.

ARTICLE II: DUTIES OF THE MUNICIPALITY

1. DESIGNATED ELECTION OFFICIAL. The Municipality has designated Kadee Rodriguez, City Clerk

as its “designated election official,” pursuant to § 1-1-104(8), C.R.S. The designated election official shall act as the primary liaison between the Municipality and the Clerk and Recorder. The municipality may provide a secondary contact via email to jcmartinez@adcogov.org. All communications concerning the election, whether oral or in writing, shall be directed to the Adams County Election Department, 4430 S. Adams County Parkway, Suite E3102, Brighton, Colorado 80601; phone number: (720) 523-6421; and facsimile number: (720) 523-6266. Email communications are preferred and should be sent to jcmartinez@adcogov.org.

2. ORDINANCE OR RESOLUTION. In order to avoid any potential discrepancies and as allowed by § C.R.S. 1-1-102, the Municipality will pass an Ordinance or Resolution indicating that it will utilize and be subject to the requirements and procedures of the Uniform Election Code of 1992 while participating in this election and that said Code will apply in lieu of the “Colorado Municipal Election Code of 1965”, article 10 of title 31, C.R.S., with respect to any election. Municipality will supply a copy of this Ordinance or Resolution when returning a signed copy of this IGA to the Clerk and Recorder.

3. SECTION 203 OF THE VOTING RIGHTS ACT. In order to maintain compliance with **52 USC 10503**, (Section 203 of the Voting Rights Act), the Municipality is required to use a qualified translator or interpreter as defined in § C.R.S. 1-5-903 (4) and provide to the Clerk and Recorder a Spanish translation of the Municipality’s ballot certification referenced in Article II, section 9 of this Agreement; and TABOR notice and pro / con statements referenced in Article III of this Agreement at the same time that the original content is provided. If the Municipality’s required content and/or translations are not submitted to the County by the required deadlines, then the Municipality may not participate in the election on November 8, 2022.

4. STREET LOCATOR FILE. In order for the Clerk and Recorder to provide correct ballots to electors, it is critical that the information contained in the Municipality’s street locator file be accurate. It is the Municipality’s responsibility to ensure that the information contained in the street locator file is an accurate representation of the Municipality’s street indexes contained within the Municipality’s legal boundaries.

As long as the Clerk and Recorder has been timely notified of the Municipality’s intent to participate in the election, the Clerk and Recorder will provide to the Municipality a street locator file by **July 29, 2022**.

- The file will contain a list of the street address ranges the Clerk and Recorder’s system currently shows as being located in the Municipality.
- The designated election official for the Municipality shall inspect the information contained in the locator file and shall notify the Clerk and Recorder’s Office by **August 15, 2022** of any changes, additions or deletions that need to be made. If required, the Clerk and Recorder will make the required changes and resubmit the

locator file to the Municipality.

- The Municipality will inspect the file and shall make a final certification as to the accuracy of the locator file by no later than **September 9, 2022**.
- If the locator information and/or certification are not provided by the Municipality on the date specified herein, the Municipality may not participate in the election on **November 8, 2022**.

5. LEGAL NOTICES. The Clerk and Recorder shall publish notice of the election, as required by the Code, and such publication shall satisfy the publication requirement for all political subdivisions participating in the election, pursuant to § 1-5-205(1.4), C.R.S. However, the Municipality shall post and/or publish any other legal notices required of the Municipality, pursuant to relevant provisions of its charter, the Code, TABOR, the Rules, or the Colorado Municipal Code of 1965, § 31-10-101, *et seq.*, C.R.S., except as otherwise provided herein.

6. PETITIONS. Petitions, where applicable, shall be made available through the Municipality’s designated election official, pursuant to the applicable laws and/or rules.

7. VERIFICATION OF PETITIONS. Petitions shall be verified by the Municipality, pursuant to the applicable laws and/or rules. The Clerk and Recorder will provide access to voter registration information to the Municipality if petitions are verified.

8. WRITE-IN CANDIDATES. Affidavits of intent to become a write-in candidate, where applicable, shall be filed with the Municipality’s designated election official, pursuant to the applicable laws and/or rules, and a copy will be provided to the Clerk and Recorder.

9. BALLOT CERTIFICATION AND PREPARATION. The Municipality shall provide to the Clerk and Recorder the Municipality’s ballot text and translation by no later than **September 9, 2022 at 3:00 p.m.**, which is sixty (60) days prior to the election, pursuant to § 1-5-203(3)(a), C.R.S.. The Municipality shall be solely responsible for the language, content, and accuracy of the ballot text.

In accordance with § 1-5-407(7), C.R.S., no printing or distinguishing marks shall be on the ballot except as specifically provided in the Code. Additionally, the ballot text shall be submitted by e-mail as an attachment that conforms to the following requirements, to Jami Martinez at jcmartinez@adcogov.org. Ballot questions and issues will be designated a number and a letter after ballot certification.

The ballot text, sample attached as “Exhibit A”, shall be provided:

- In Microsoft Word format
- In Arial 10 point font
- With no extraordinary formatting (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, parenthesis, or symbols)
- Ballot issue title and text shall be provided in all caps
- All contests must include the “term of office” and “vote for #” information

For purposes of consistency, when candidates choose to use nicknames, they will appear on the ballot in quotation marks as follows: First Name “Nickname” Last Name.

An audio recording of all candidate names for Municipality’s portion of the ballot must be provided by having the candidates call (720) 523-6046 and follow the recorded instructions by no later than the ballot certification deadline of **September 9, 2022 at 3:00 p.m.**

Within one (1) business day of receiving a “proof-ready” copy of the ballot text from the Clerk and Recorder, the Municipality shall proof and authorize the text and layout of its portion of the ballot prior to the printing of ballots. The Municipality will be allowed to make corrections to the ballot proof copy only within the one (1) business day period. If there is no response within the allotted proofing period, the Municipality’s portion of ballot text will be approved for printing.

10. ELECTION TESTING, AUDIT AND RESULTS. The Municipality may attend and observe any ballot testing, as scheduled by the Clerk and Recorder, prior to the election. The Municipality may also attend and observe any logic and accuracy, or post-election audit conducted after Election Day, pursuant to §§ 1-7-509 and 1-7-514, C.R.S. Election results will not be final and official until certified by the canvass board, which may be up to 22 days after Election Day.

11. ELECTION DAY. On Election Day, the Municipality shall provide election support by telephone and/or in-person from 7 a.m. until 7 p.m. or longer, as requested by the Clerk and Recorder. The Municipality must also act as a voter registration agent as required by § 1-2-202 (2), C.R.S., and assist voters with “same day voter registration” needs, if a voter appears and requests such service.

12. REFERENCE CALENDAR. The Municipality will comply with all of the dates listed in the Important Elections Dates calendar attached as “Exhibit B”.

ARTICLE III: TABOR

The Municipality shall be solely responsible for its compliance with the requirements of TABOR, Colo. Const. art. X, § 20, for the purposes of the election, unless otherwise specified herein.

If the Municipality is required to prepare a TABOR notice for any ballot issue(s), the Municipality shall be solely responsible for its preparation, accuracy, and the language contained therein, and shall submit such notice, including pro and con summaries and fiscal information, and the required translations to the Clerk and Recorder by no later than **September 26, 2022 at 12:00 p.m.**, which is forty-three (43) days prior to the election, pursuant to § 1-7-904, C.R.S. Such notice, including pro and con summaries and fiscal information, shall be submitted by e-mail as an attachment that conforms to the following requirements to Jami Martinez at jcmartinez@adcogov.org.

The notice, sample attached as “Exhibit C”, shall be provided:

- in Microsoft Word format

- in Arial 10 point font
- with no extraordinary formatting (including, but not limited to, no bullets, text boxes, charts, spreadsheets, strike-outs, strike-throughs, bolding, or symbols)

If the Clerk and Recorder is responsible for preparing a TABOR notice package, the Clerk and Recorder shall do so in compliance with the provisions of TABOR, Colo. Const. art. X, § 20, and any pertinent Rules.

Except as otherwise specified herein, the Clerk and Recorder shall in no manner be responsible for the Municipality's compliance with the requirements of TABOR, nor shall the Clerk and Recorder in any manner be responsible for the language contained in the TABOR notice(s) or translations prepared by the Municipality.

The Municipality shall be solely responsible for calculating and providing to the Clerk and Recorder any fiscal information necessary to comply with TABOR, Colo. Const. art. X, § 20(3)(b), and the Clerk and Recorder shall in no way be responsible for the accuracy of the fiscal information, which shall be placed in the ballot issue notice as provided by the Municipality.

If applicable, pursuant to § 1-7-906(2), C.R.S., the Municipality shall be responsible for mailing the ballot issue notice packet to each address of one or more active registered electors who do not reside within the County.

Within one (1) business day of receiving a "proof-ready" copy of the TABOR notice from the Clerk and Recorder, the Municipality shall proof and authorize the text and layout of its portion of the notice prior to the printing of notices. The Municipality will be allowed to make corrections to the notice proof copy only within the one (1) business day period. If there is no response within the allotted proofing period, the District's portion of the TABOR Notice will be approved for printing.

ARTICLE IV: COSTS

The Municipality shall reimburse the County for its prorated share of the actual costs of the election, as permitted under § 1-7-116(2)(b), C.R.S., including the costs associated with the mailing of the TABOR notice package (if applicable). Such proration shall be made based upon a formula of active registered voters within each entity participating in the election. The prorated actual costs shall include those expenses permitted by state law including, but not limited to, the costs of temporary labor, part-time labor, overtime, postage, equipment delivery, extraordinary equipment rental, printing, legal publications, mailings, materials, voter service and polling centers if applicable, election worker expenses, and other costs. There may be additional factors, for example anticipated voter turnout, that may affect this cost estimate. A multiple page ballot is possible and will result in additional costs. Actual costs may include charges for extraordinary ballot question length if said length results in increased printing costs. Minimum election cost is \$100.

For the 2022 election, it is estimated that costs to the Municipality will be approximately \$2.00 per active registered voter in the Municipality. This is an estimate only.

TABOR notice costs will be additional and will be billed for printing based on the number of pages consumed by the Municipality. TABOR notice costs will be based on the number of active registered voter households in the Municipality. There is a \$100 TABOR notice cost for entities with 1,000 voters or less. The TABOR notice cost for entities with 2,000 voters or less is \$500. Fees for Districts with more than 2,000 voters are based on proportional actual costs.

In the event Municipality has a mandatory recount, Municipality will be responsible and charged for the actual cost incurred by the County for conducting the recount.

In the event that there is an error in the ballot language certified to the Clerk and Recorder by the Municipality, and the Municipality requests that it be corrected, the Clerk and Recorder will make its best effort to correct the error on the ballot if time and circumstance allow. However, the Municipality will be responsible for the cost of correcting the error, including, but not limited to all costs associated with reprinting the ballots.

The Clerk and Recorder shall submit to the Municipality an invoice for all expenses incurred under this Agreement, and the Municipality shall remit to the Clerk and Recorder the total payment within thirty (30) days of the receipt of such invoice. If the invoice is not paid in full within thirty (30) days, the balance due may be subject to a ten percent (10%) per annum interest rate from the date due until paid in full.

ARTICLE V: CANCELLATION OF THE ELECTION

In the event the election is canceled, notice of such cancellation shall be provided by the Municipality to the Clerk and Recorder. The Municipality shall reimburse the Clerk and Recorder for the actual expenses incurred in preparing for the election, and those expenses shall be paid by the Municipality to the Clerk and Recorder within thirty (30) days of the receipt of an invoice therefor. If cancellation occurs after the certification deadline, full election costs may be incurred. If the actual expenses are not paid in full within thirty (30) days, the balance due may be subject to a ten percent (10%) per annum interest rate from the date due until paid in full.

ARTICLE VI: DAMAGES

Subject to the provisions of the Colorado Governmental Immunity Act, each party assumes liability for losses, costs, demands or actions arising out of or related to any actions, errors or omissions of its officers, employees, or agents in fulfilling its responsibilities for the election or under this Agreement. Nothing contained in this Agreement shall constitute any waiver by either party of the provisions of the Colorado Governmental Immunity Act or any other immunity or defense provided by statute or common law.

ARTICLE VII: CONDUCT OF THE ELECTION

It is the intent of the Parties that the Clerk and Recorder shall conduct the election and the Municipality shall timely supply the Clerk and Recorder with all information needed for that part of the election that is related to the Municipality.

ARTICLE VIII: MISCELLANEOUS

1. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures.

2. NOTICES. Any and all notices required to be given to the Parties by this Agreement are deemed to have been received and to be effective: a) three (3) days after the same shall have been mailed by certified mail, return receipt requested; b) immediately upon hand delivery; or c) immediately upon receipt of confirmation that a facsimile transmission thereof was received. All notices shall be addressed to the following Parties:

For the Clerk and Recorder:

Josh Zygielbaum
Adams County Clerk and Recorder
4430 S. Adams County Parkway
Suite E3102
Brighton, Colorado 80601
Phone: (720) 523-6500
Facsimile: (720) 523-6266
E-mail: jzygielbaum@adcogov.org

Jennifer D. Stanley, Deputy County Attorney,
Adams County Attorney's Office
4430 S. Adams County Parkway, Suite C5000B
Brighton, Colorado 80601
Phone: (720) 523-6116
Facsimile: (720) 523-6114
E-mail: jstanley@adcogov.org

For the Municipality:

Kadee Rodriguez, City Clerk

15151 E. Alameda Pkwy.

Aurora, CO 80012

Phone: (303) 738-7180

Facsimile:

E-mail: kvrodrig@auroragov.org

Email 2: Aurora.Elections@auroragov.org

3. INTEGRATION OF UNDERSTANDING. This Agreement contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by all of the Parties.

4. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect. No subsequent resolution or ordinance enacted the Municipality shall impair the rights of the Clerk and Recorder or the Municipality hereunder without the written consent of the Parties.

5. TIME OF ESSENCE. Time is of the essence under this Agreement. The statutory time frames or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the date first written above.

CLERK AND RECORDER
ADAMS COUNTY, COLORADO

Josh Zygielbaum

Date

Approved as to form:

Adams County Attorney's Office

FOR THE Municipality:

Kadee Rodriguez

Name: DESIGNATED ELECTION OFFICIAL
City Clerk

Title: DESIGNATED ELECTION OFFICIAL'S TITLE

8-26-2022

Date

ATTEST:

Kadee Rodriguez

Municipal Clerk

8-26-2022

Date

Approved as to form:

David Lathers JK

Municipality Attorney's Office

Exhibit A

Ballot Text Examples

Contests

“District” “Office”

“Term of Office”

“(Vote for #)”

“Candidate names in Arial 10 point font and upper/lower case”

Ballot Questions

“District” Question “#”

“Ballot Title”

“Print ballot question in Arial 10 point font and upper/lower case text.”

Ballot Issue

“DISTRICT” BALLOT ISSUE “#”

“BALLOT TITLE”

“PRINT BALLOT ISSUE IN ARIAL 10 POINT FONT AND ALL UPPERCASE TEXT.”

Exhibit B

Important Election Dates

The following are dates of important activities related to the 2022 election for reference by the Municipality.

2022 Election Activity Dates	
7/29	Last day for Municipality to notify Clerk of intent to participate
7/29	Clerk supplies Municipality with street locator file
8/15	Last day for Municipality to notify Clerk of street locator file discrepancies
8/30	Last day to sign IGA
9/9	Last day for Municipality to certify ballot order and content to the Clerk
9/9	Last day for Municipality to provide audio recording of candidates' names
9/9	Last day for Municipality to certify street locator file
9/26	Last day for Municipality to certify TABOR content, if applicable
11/8	Election day – Municipal Clerk’s office must be open 7 a.m. - 7 p.m. to assist voters

Exhibit C

TABOR Notice Example

NOTICE OF ELECTION TO XXXXXXXX XXXXX

[two line spaces]

Election Date: Tuesday, November 8, 2022
Election Hours: 7:00 AM – 7:00 PM

Local Election Office: Name of Designated Election Official
 Entity
 Street Address
 City, CO Zip
 (xxx) xxx-xxxx [phone] [extension if applicable]

[two line spaces]

Ballot title and text of ballot issue:

XXXXXX
 XXXXXXXXXXXX
 XXXXXXXX
 XXXX
 XXXX
 XXXX

Fiscal Information [insert table, type in info]

Fiscal Year	Fiscal Year Spending
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Estimated)	\$ xxx,xxx,xxx

Then undo table borderlines, content will be in column alignment

Fiscal Year	Fiscal Year Spending
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Actual)	\$ xxx,xxx,xxx
20xx (Estimated)	\$ xxx,xxx,xxx

Overall percentage change xxxXXXxxxxxxxx:	percentage
Overall dollar xxxxxxxxxxxxxxxxxxxXXXxxxxxxxx:	\$ xx,xxx,xxx
Estimated 20xx (first full fiscal year)xxxxxxxx:	\$ xx.xxx.xxx
Estimated 20xx fiscal year spending xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx:	
Xxx:	\$ xx,xxx,xxx

Information on District's Current **Debt***

XXXXX
 XXXXX

Please do not use underscore line or footnote for *

Type only the * and comment

Summary of Written Comments FOR xxxxxxxx:

Summary of Written Comments AGAINST xxxxxxxx:

INTERGOVERNMENTAL AGREEMENT

BETWEEN

DOUGLAS COUNTY CLERK AND RECORDER

AND

City of Aurora

(Jurisdiction Name)

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

**NOVEMBER 8, 2022
GENERAL ELECTION**

**MERLIN KLOTZ
DOUGLAS COUNTY CLERK AND RECORDER
ELECTIONS DIVISION
CASTLE ROCK, CO 80109**



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 the City of Aurora (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 General Election on November 8, 2022; 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 (hereinafter referred to as 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"** means the person who acts as the primary liaison or contact between the Jurisdiction and the CEO. The Contact 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. **Canvass Board** is appointed by the major political parties before the election. The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board

will meet no later than the 22nd day after the election to certify the abstract of votes cast.

- D. **"Designated Election Official"** (hereinafter "DEO"), means the person 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, as specified within the Code.
- E. **Logic & Accuracy Test** The county must conduct a Logic and Accuracy Test on its voting equipment at least 21 days before the election. Voting devices must be tested before they are used in an election. One registered elector from each major political party is required to serve on the Logic and Accuracy Testing Board.
- F. **Risk Limiting Audit** This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit. The Audit Board is appointed by the major political parties and must complete its report no later than 5:00 p.m. one business day before the canvass deadline. At least one member of each major political party's Canvass Board will serve as an observer of the audit.
- G. **TABOR** (Taxpayer Bill of Rights) is a constitutional measure that requires voter approval for tax increases.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices 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 JURISDICTION

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 Contact Officer has jurisdiction in establishing ballot order and number in accordance with CRS 1-5-407(5). When the Jurisdiction is split among more than one county, the Contact Officer will coordinate with other counties to agree upon ballot order and numbering, per Colorado SOS Election Rule 4.2.

**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 a Contact 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 Confirmation Form (Appendix A) accompanied by an Address Library Report and Jurisdiction Boundary Map that defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor records. The Address Library Report will include the address report from the Secretary of State voter registration system, which defines street addresses within the Jurisdiction.
- C. 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.
- D. Contract for the mail ballot packets (ballot(s), voter instructions, and return envelope) and remit payment directly to the vendor.
- E. Provide ballot printing layouts compliant with the Code for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- F. Mail the ballot packets as required by the Code.
- G. Provide a certified list of the Jurisdiction's registered voters, as requested.
- H. Conduct all associated tasks relating to election judges including, but not limited to, eligibility, placement, training, and oversight.
- I. Conduct all functions of the Canvass Board to include a canvass of the votes and certification of the results. Additionally, provide the Jurisdiction a copy of all election statements required under the Code.
- J. Prepare and conduct the Logic and Accuracy Test.
- K. Publish and post the required legal notices. pursuant to § 1-5-205(1), C.R.S.
- L. Refer members of the public and press to the DEO regarding specific questions about ballot measures or candidates.

- M. Provide all necessary equipment, system programming, and personnel for ballot tabulation.
- N. Conduct and oversee the process of counting ballots and reporting results.
- O. 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.
- P. Prepare and conduct the Risk Limiting Audit before certifying election results.
- Q. Provide the Jurisdiction an invoice for all expenses incurred under this Agreement.
- R. Archive and maintain 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 the Contact Officer if Jurisdiction is shared by additional county(ies).
- 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 sufficient funds are available and appropriated in Jurisdiction's approved budget to pay election expenses. The Jurisdiction recognizes that the County cannot accurately predict the exact cost for the election, but represents to the County that it will pay its calculated prorated share and has appropriated sufficient funds to do so.
- E. Return this Intergovernmental Agreement with the signature page completed on or before the seventieth (70) day prior to the election per the Code.
- F. May appoint one representative to participate in the Canvass Board. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- G. May appoint one representative to participate in the Logic and Accuracy Test. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- H. May choose to appoint an observer for the Risk Limiting Audit. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- I. Certify Jurisdictional boundaries by completing and returning the Address Confirmation Form with the Jurisdiction Boundary Map (Appendix A).

- J. Review all petition information, if applicable, 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 Contact Officer.
- K. The DEO shall refer correspondence and calls relating to the election outside of the DEO's expertise to the Contact Officer for response.
- L. Determine the ballot title and text. Certify, if applicable, the candidate, how many selections a voter should make (e.g., Vote for One), whether there is a certified write-in candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the Contact Officer) in a plain text format, on or before the sixtieth (60) day, no later than 5:00 pm. The ballot content must be certified in the order in which it will appear on the ballot and must include specific instructions (e.g., Vote for One, etc.). The certified list of candidates and ballot measures shall be final, and the Contact Officer will not be responsible for making any changes after the certification, except those prescribed by statute. The Contact 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.
- M. Provide either directly by the DEO or by the candidate on behest of the DEO, the phonetic pronunciation of each candidate's name to assist in the preparation of the audio ballot at the time ballot content is certified to the County. Record a voice message at (303) 663-6279 and include the candidate name, jurisdiction, and title of office no later than sixty (60) days prior to the election.
- N. 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.
- O. 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 Contact 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.
- P. Perform the following tasks (as applicable) where Jurisdictional property owners are eligible to vote:

- a. Notify Contact Officer of the Title under which the political subdivision is formed and specifically which property owners are eligible to vote in the election.
 - b. Provide a 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: Last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and voter identification number. All files provided to the Contact Officer are to be clearly named.
- 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, which Douglas County will publish. A copy of such published legal notice shall be submitted to the Douglas County Clerk and Recorder, Recording Division for its records.
- R. Provide phone support on Election Day from 7:00am – 7:00pm. 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 Contact 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 Jurisdictions 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 Pro-Rated Costs 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 \$3k ea. add. column inch over 5	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	\$9,000	\$13,953.49	\$15.00	\$50.00	\$ 87,518.49
98,000	39.62%	45,000	99.67%	\$147,000	\$0.00	\$3,000	\$29,900.33	\$15.00	\$50.00	\$179,965.33
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

If costs of TABOR Notice were \$30,000 and other public notices were \$60.

SECTION III. CANCELLATION OF ELECTION

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event the Jurisdiction resolves to cancel the election, notice shall be provided to the Contact Officer immediately. The Jurisdiction shall be liable for the full actual costs of the activities relating to the election incurred both before and after the Contact 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 to cancel the election after the last day for the DEO to certify the ballot order and content to the Contact Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the TABOR Notice.

(remainder of page intentionally blank)

**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 Division 125 Stephanie Place Castle Rock, Colorado 80109
	Email: Elections@Douglas.co.us

To Jurisdiction: (Enter Contact and address information)	<u>Kadee Rodriguez, City Clerk</u>
	<u>City of Aurora</u>
	<u>15151 E. Alameda Pkwy.</u>
	<u>Aurora, CO 80012</u>
	<u>Aurora.Elections@auroragov.org</u>

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election 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)
n/a

COORDINATED ELECTION OFFICIAL:

By Board of County Commissioners Chairperson

By *Mark K*
Clerk and Recorder

Date

Date 9-8-22

Attest *H. Mandel*
Deputy Clerk to the Board



APPROVED AS TO FISCAL CONTENT:

Andre Cabero
Director of Finance

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Christopher Pratt
579DD015549D4F7...
County Attorney
Christopher Pratt

Sr. Asst. Cty. Atty.

Jurisdiction Signatures:

By: *Kadec Rodriguez*

By: *David Lathers JK*

Title: City Clerk

Title: Senior Assistant City Attorney

Date: 8-26-2022

Date: Aug. 26, 2022

Attest *Kadec Rodriguez*

Title: City Clerk

2022 GENERAL ELECTION
November 8, 2022

Contents

Appendix A – Address Confirmation Form

Appendix B – Contact Information Form

Appendix C – Important Dates

Appendix D – Checklist

2022 GENERAL ELECTION
November 8, 2022

**Appendix A
Address Confirmation Form**

Please complete this form in conjunction with the provided Jurisdiction Boundary Map to verify the boundaries of the district.

Proposed districts must provide a certified legal description, map, and street listing (including street ranges).

Section 1

JURISDICTION NAME: City of Aurora

Enter other counties shared by Jurisdiction.

County Name(s): Adams County and Arapahoe County

Not Applicable

Annexations, Inclusions, Exclusions

To ensure our office has the most current information, please complete EITHER Section 2 OR Section 3 below, pertaining to Annexations, Inclusions, and Exclusions for your Jurisdiction.

Section 2

Since January 1 of the current year, the Jurisdiction has approved (check all that apply):

Annexations

Inclusions

Exclusions

All supporting documents pertaining to the applicable Annexation(s), Inclusion(s), or Exclusion(s) are attached to this form and should be used by the Douglas County Elections Office in order to update address information for the Jurisdiction.

By signing below, I acknowledge and certify that the information is true and accurate.

Kadee Rodriguez
Signature

08-29-2022
Date

2022 GENERAL ELECTION
November 8, 2022

Section 3

I acknowledge and certify the Jurisdiction has not approved any Annexation(s), Inclusion(s), or Exclusion(s) since January 1 of the current year.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

2022 GENERAL ELECTION
November 8, 2022

Appendix B
Contact Information Form

Please enter your Jurisdiction's information:

Jurisdiction: City of Aurora

Designated Election Official:

Kadee Rodriguez, City Clerk
Name

15151 E. Alameda Parkway
Mailing Address

Aurora, CO 80012
City, State, Zip

Aurora.Elections@auroragov.org
Email

303-739-7094
Phone

Represented By:

Dave Lathers, Senior Assistant City Attorney (City of Aurora)
Attorney / Law Firm

15151 E. Alameda Parkway
Mailing Address

Aurora, CO 80012
City, State, Zip

dlathers@auroragov.org
Email

2022 GENERAL ELECTION
November 8, 2022

303-739-7030

Phone

Per the IGA, please indicate the Jurisdiction representative(s) who will participate in the following activities.

Required Participation

- 1. November 8, 2022; 7:00am – 7:00pm
Election Day phone support for citizen inquiries**

Name: _____

Phone: 303-739-7094

Email: Aurora.Elections@auroragov.org

Optional Participation

- 2. September 28, 2022 (Alternate Date = September 29)*
Logic and Accuracy Test (LAT)**

Name: _____

Phone: _____

Email: _____

- 3. November 21 – 23, 2022 (Begins Monday)*
Risk Limiting Audit (RLA)**

Name: _____

Phone: _____

Email: _____

2022 GENERAL ELECTION
November 8, 2022

**4. November 28, 2022 (Alternate Date = November 29)*
Canvass Board and Final Certification of Election**

Name: _____

Phone: _____

Email: _____

Note: If a representative is not designated for the optional activities, the Douglas County Elections office will designate a staff member to serve on behalf of the Jurisdiction.

**These dates are subject to change.*

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

303-663-7364
Phone

Douglas County Contact Officer:

Kyle Kowalski, Elections Services Manager
Name

125 Stephanie Place
Mailing Address

Castle Rock, CO 80109
City, State, Zip

kkowalski@douglas.co.us
Email

303-643-2410
Phone

2022 GENERAL ELECTION
November 8, 2022

Douglas County Deputy of Elections:

Jack Twite Jr
Name

125 Stephanie Place
Mailing Address

Castle Rock, CO 80109
City, State, Zip

jtweite@douglas.co.us
Email

303-814-7618
Phone

Douglas County Senior Assistant Attorney:

Christopher Pratt
Name

100 Third Street
Mailing Address

Castle Rock, CO 80104
City, State, Zip

cpratt@douglas.co.us
Email

303-660-7321
Phone



November 2022 Coordinated Election Election Calendar

FROM: Kadee Rodriguez, City Clerk

DATE: September 20, 2022

7/29/22	Notify Counties of intent to participate/coordinate in general election	City
8/30/22	Deadline for City to return signed IGA's	City
9/9/22	Provide ballot text	City
9/30/22	Logic & Accuracy Test – Douglas County	County
10/12/22	Deadline to withdraw a ballot question	City
10/13/22	Logic & Accuracy Test (tentative) – Adams County	County
10/17/22	First day ballots may be mailed to voters (excluding UOCAVA voters)	County
10/17/22	Deadline to register through a Voter Registration Drive	Voter
10/18/22	Logic & Accuracy Test – Arapahoe County	County
10/21/22	Last day to send mail ballot packets to each active eligible elector	County
10/24/22	VSPC's and drop boxes must be open	County
11/8/22	Election Day	
11/21/23	Risk Limiting Audit – Douglas County	County
11/22/22	Risk Limiting Audit – Adams County	County
11/29/22	Risk Limiting Audit – Arapahoe County	County
11/30/22	Last day to complete Canvass	County

[Adams County Calendar](#)

[Arapahoe County Calendar](#)

[Douglas County Calendar](#)

Logic and Accuracy Test (LAT)

Test on voting equipment. Voting devices must be tested before they are used in an election.

Deadline: October 18th - 21 days prior to the election (Rule 11.3.2(a))

Risk Limiting Audit (RLA)

This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit.

Deadline: November 29th - 21 days after the election (Rule 25.2.3(d))

Canvass Board and Final Certification of Election

The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board meets no later than the 22nd day after the election to certify the abstract of votes cast.

Deadline: November 30th - 22 days after the election (C.R.S 1-10-102(1), 1-10-103(1), and Rule 10)



TO: Election Commission

FROM: Kadee Rodriguez, City Clerk

RE: Qualification of Elective Officers of the City

History

The District Court declared that Section 3-3 of the Aurora City Charter and Section 54-31 of the City Code violated Article XII, Section 4 of the Colorado Constitution.

City Council passed Ordinance 2021-30 to amend Section 54-31 of the City Code to be in harmony with the Colorado Constitution. An editor’s note was included in Section 3-3 of the City Charter referencing the amendment to the City Code.

Item Summary

City Council has the authority to refer amendments to the City Charter to the voters, pursuant to Article XX, Section 5 of the Colorado Constitution, Article 1-6 of the City Charter, and Section 54-149 of the City Code. Charter amendments are referred to the registered electors by ordinance.

This ordinance is to submit to a vote of the registered electors a proposal to amend the City Charter to conform the qualifications of Aurora’s elected officials with the provisions of the Colorado Constitution.

Schedule

Approval of Ordinance	
	June 17 – FSIR Policy Committee
	July 11 – Council Meeting (1 st Reading)
	July 25 – Council Meeting (2 nd Reading)
Election Date	
	November 8, 2022

EFFECTIVE DATE: 09-25-2021

ORDINANCE NO. 2021- 30

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, AMENDING SECTION 54-31 OF THE CITY CODE PERTAINING TO
ELECTORS ELIGIBLE TO HOLD MUNICIPAL OFFICE

WHEREAS, Article VII, §10 of the Colorado Constitution generally restores felons who have completed the terms of their sentence to their civil rights; and

WHEREAS, Article XII, §4 of the Colorado Constitution provides that no person convicted of embezzlement of public moneys, bribery, perjury, solicitation of bribery, or subordination of perjury shall be capable of holding any office of public trust; and

WHEREAS, Aurora City Council is an office of public trust within the meaning of Article XII, §4 of the Colorado Constitution:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The City hereby amends Section 54-31 of the City Code pertaining to Electors eligible to hold municipal office as follows:

Sec. 54-31. – Electors eligible to hold municipal office.

Every registered elector who is 21 years of age or older on the date of the next election, who has resided within the city for at least one year prior to the date of the election, and who is a citizen of the United States is qualified to hold elective office within the city **subject to the remaining conditions of this Section.** Candidates for ward seats are also required to be one-year residents of the respective wards from which they are elected. Persons convicted of a ~~felony~~ **embezzlement of public money, bribery, perjury, solicitation of bribery, or subordination of perjury** shall not become a candidate and are not qualified to hold elective office. Candidates, if elected, shall not hold any other elective public office or be a salaried employee of the city.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this 9th day of August, 2021.

PASSED AND ORDERED PUBLISHED this 23rd day of August, 2021.



MIKE COFFMAN, Mayor

ATTEST:




KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

David Lathers RLA

DAVID LATHERS, Senior Assistant City Attorney

ORDINANCE NO. 2022- 33

A BILL

FOR AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF AURORA, COLORADO, AT THE STATEWIDE GENERAL ELECTION COORDAINTED WITH A SPECIAL MUNICIPAL ELECTION ON NOVEMBER 8, 2022, A PROPOSAL TO AMEND ARTICLE 3-3 OF THE AURORA CHARTER TO CONFORM THE QUALIFICATIONS OF ELECTIVE OFFICERS OF THE CITY WITH THE PROVISIONS OF THE COLORADO CONSTITUTION BY REMOVING THE GENERAL PROHIBITION AGAINST CONVICTED FELONS HOLDING ELECTIVE OFFICE AND REPLACING THAT PROHIBITION WITH THE CURRENT PROHIBITON SET FORTH IN ARTICLE XII, SECTION 4 OF THE COLORADO CONSTITUTION

WHEREAS, Section 3-3 of the Charter of the City of Aurora establishes the qualifications of elective officers of the City; and

WHEREAS, Article XII, Section 4 of the Colorado Constitution provides that no person convicted of embezzlement of public monies, bribery, perjury, solicitation of bribery, or subornation of perjury shall be capable of holding any office of public trust; and

WHEREAS, elected officers of the City hold offices of public trust within the meaning of Article XII, Section 4 of the Colorado Constitution; and

WHEREAS, the City Council is authorized to refer amendments to the Aurora Charter to the voters pursuant to Article XX Section 5 of the Colorado Constitution, Article 1–6 of the Aurora City Charter and Section 54-149 of the City Code; and

WHEREAS, the City Council wishes to refer to the voters at the regular municipal election on November 8, 2022, an amendment to Section 3–3 of the Aurora Charter to conform that Article to the provisions of Article XII, Section 4 of the Colorado Constitution.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. There is hereby submitted to a vote of the registered electors of the City at the statewide general election which shall be coordinated with a special municipal election to be held November 8, 2022, the question of amending the City Charter regarding the requirements of registered electors eligible to hold municipal office.

Section 2. Ballot question referred and ballot title set. The following ballot question is hereby referred to the voters of the City at the November 8, 2022, special municipal election:

“IN ORDER TO CONFORM TO THE REQUIREMENTS OF THE COLORADO CONSTITUTION, SHALL ARTICLE 3-3 OF THE CHARTER OF THE CITY OF AURORA, COLORADO BE AMENDED TO READ AS FOLLOWS:

3-3 QUALIFICATIONS OF ELECTIVE OFFICERS.

EACH COUNCILMEMBER WHEN ELECTED SHALL BE A REGISTERED ELECTOR, SHALL BE A CITIZEN OF THE UNITED STATES OF AMERICA, AND SHALL HAVE RESIDED IN THE CITY OF AURORA FOR AT LEAST ONE YEAR PRIOR TO THE DATE OF THE ELECTION AND SHALL HAVE REACHED THEIR TWENTY-FIRST BIRTHDAY PRIOR TO THE DATE OF THE ELECTION. COUNCILMEMBERS ELECTED FROM WARDS SHALL ALSO BE ONE-YEAR RESIDENTS AND REGISTERED ELECTORS OF THE RESPECTIVE WARDS FROM WHICH THEY WERE ELECTED. A PERSON WHO HAS BEEN CONVICTED OF A ~~FELONY~~ EMBEZZLEMENT OF PUBLIC MONEY, BRIBERY, PERJURY, SOLICITATION OF BRIBERY OR SUBORNATION OF PERJURY SHALL NOT BECOME A CANDIDATE FOR NOR HOLD ELECTIVE OFFICE. NO COUNCILMEMBER SHALL HOLD ANY OTHER ELECTIVE PUBLIC OFFICE NOR BE A SALARIED EMPLOYEE OF THE CITY OF AURORA?

_____ YES

_____ NO”

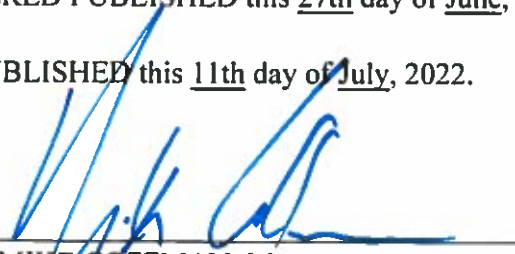
Section 3. The provisions of this Ordinance, the Charter Amendment, and the Question authorized hereby are severable. If any portion of this Ordinance, the Charter Amendment, or the Question are judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provision of such Ordinance, Charter Amendment, or Question.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, **utilizing** the Ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All Orders, Resolutions, or Ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this 27th day of June, 2022.

PASSED AND ORDERED PUBLISHED this 11th day of July, 2022.



MIKE COFFMAN, Mayor



ATTEST:



KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



DAVID LATHERS, Senior Assistant City Attorney



Election Commission Meeting Commentary Page

Item Title: Arapahoe County Commissioner Redistricting

Meeting Date: September 21, 2022

ITEM SUMMARY

- Arapahoe County is beginning the process of redrawing county commissioner district boundaries to accurately reflect population changes in Colorado counties, a legislatively required process that takes place after each census.
- Commissioners will adopt a final map after hearing input from constituents and the committee.
- The application process for the [Citizen Redistricting Advisory Committee \(CRAC\)](#) opened last week. The Committee must comprise three Republicans, three Democrats and three unaffiliated voters.
 - More information and the CRAC application are available at this link: www.arapahoegov.com/redistricting. Please share with any groups or individuals in your communities you think would be interested in this process.

ACTION PROPOSED

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only