RESOLUTION NO. 11
SERIES 2016

INTRODUCED BY: MARK GRIFFIN
SECONDED BY: MIKE GALLAGHER

A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH ARAPAHOE COUNTY FOR PARTICIPATION IN THE
COORDINATED NOVEMBER 8, 2016 ELECTION

WHEREAS, Section 2.3 of the City of Cherry Hills Village Charter, states that, "[a] regular City election shall be held on the Tuesday following the first Monday in November commencing in the year 2014 and in each even numbered year thereafter;" and

WHEREAS, Section 2-1-10(c) of the Municipal Code states that "The City is authorized to…participate in elections coordinated by Arapahoe County"; and

WHEREAS, Tuesday, November 8, 2016 is the Tuesday following the first Monday in November 2016, and

WHEREAS, November 8, 2016, is a designated coordinated election date.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cherry Hills Village, Colorado that**:**

Section 1. The City Council approves its participation in a coordinated election to be held on November 8, 2016 and conducted by the Arapahoe County Clerk and Recorder.

Section 2. The City Council hereby approves the attached Arapahoe County Intergovernmental Agreement by and between the City of Cherry Hills Village and the Arapahoe County Board of County Commissioners on behalf of the Arapahoe County Clerk and Recorder.

Section 3. The City Council hereby appoints the City Clerk as the designated election official for the City of Cherry Hills Village for the purposes of the coordinated election to be held on November 8, 2016.

This Resolution shall be effective immediately.

Introduced, passed and adopted at the
regular meeting of City Council this 2nd day
of August, 2016, by a vote of 6 yes 0 no.

(SEAL)

Laura Christman, Mayor

ATTEST:

Laura Smith, City Clerk

APPROVED AS TO FORM:

Linda C. Michow, City Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ARAPAHOE COUNTY CLERK AND RECORDER

AND

CITY OF CHERRY HILLS VILLAGE

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

NOVEMBER 8, 2016
GENERAL ELECTION

PREPARED BY:
MATT CRANE
ARAPAHOE COUNTY CLERK AND RECORDER
5334 S. PRINCE STREET
LITTLETON, COLORADO 80120
303-795-4239

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 Cherry Hills Village (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, 2016; and

WHEREAS, such agreements are authorized by State law.

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

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with Arapahoe County for this purpose and may include municipalities, school districts, and special districts within the Arapahoe County limits and the State of Colorado.

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

FURTHER, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

A. **"Address Library Report"** means the address report from the Secretary of State voter registration system that defines street addresses and precincts within the jurisdiction.

B. **"Coordinated Election Official"** (hereinafter "CEO") shall mean the County Clerk and Recorder who shall act as the "coordinated election official," as defined within the

Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

C. "**Colorado Election Code**" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdictions.

E. "**Contact Officer**" means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

F. "**Designated Election Official**" (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

G. "**IGA**" or "**Agreement**" means this Intergovernmental Agreement between the County and the Jurisdiction for election coordination.

H. "**Jurisdiction**" means a political subdivision as defined in § 1-7.5-116, C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to [Coordinating Entity Name].

I. "**Mail Ballot Packet**" means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy envelope, and a return envelope. § 1-7.5-103(5), C.R.S.

J. "**Post Election Audit**" means such audit as set forth substantially in the Colorado Election Code.

K. "**Precinct**" means an area with established boundaries within a jurisdiction used to establish election districts.

L. "**Proposed Jurisdiction**" means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

M. "**SOS**" means State of Colorado Secretary of State.

N. **"SOS Election Calendar"** means the most recent election calendar as published on the SOS website located at www.sos.state.co.us and attached hereto as Attachment B and incorporated herein by this reference.

1.02 JOINT RESPONSIBILITIES

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

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

C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the below duties, as well as to the time guidelines schedule as attached hereto as these relate to the election.

D. All parties shall enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.

1.03 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.

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

SECTION II.
COUNTY/JURISDICTION RESPONSIBILITIES

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

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

A. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election. Such information shall not include legal advice.

B. Designate a Contact Officer with the specific duty of assisting with the election of the Jurisdiction. Such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO.

C. Adhere to all applicable provisions of the Colorado Election Code that are necessary or appropriate to the performance of its duties.

D. Use the Address Library Report and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.

   a. Provide the Jurisdiction with an Address Library Report and link to a digital boundary map which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data.

   b. County will verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

E. Make available a certified list of registered voters upon request.

F. Deliver a proposed election plan to the Secretary of State no later than 90 days prior to the Election.

G. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.

H. Lay out the text of the official ballots in a format that complies with the Code. (See also Section 1.03 (B) herein).

I. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.

J. Mail the ballot packets as required by the Code.

K. Appoint, instruct, oversee, and administer the payment of the judges of the election.

L. Prepare and run the required Logic and Accuracy test deck, along with a test deck completed by the Jurisdiction.

M. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).

N. Publish and post the required legal notices pursuant to § 1-5-205(1) and § 1-7.5-107(2.5)(a)(I), C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, and/or candidates on or before the deadline as set forth within Attachment B.

O. CEO will refer members of the public and press to the DEO regarding specific questions about candidates or ballot questions.

P. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.

Q. Establish and maintain mail ballot drop-off locations and designate and operate Voter Service and Polling Centers as required by and in conformance with the Colorado Election Code.

R. Maintain a list of names and precinct numbers of eligible electors together with the date on which the mail ballot was sent and the date on which the mail ballot was returned or cast.

S. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.

T. Conduct a recount of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

U. Provide unofficial results of the election on election night by electronic transmittal upon request.

V. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.

W. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.

X. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement. Within sixty (60) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment.

Y. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on County expenditures relative to the election.

Z. Store all election records as required by the Code 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.

2.02 THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION AND TABOR NOTICE (IF REQUIRED):

A. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.

B. Identify a DEO to act as liaison between the Jurisdiction and the CEO.

C. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine controlling county for purpose of setting up shared races, issues, and questions in coordinated elections. (See Section 1.03 (B) herein).

D. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this Coordinated Election. See Attachment A.

E. The IGA must be returned to the CEO with all signatures executed on or before the deadline as set forth within Attachment B in order to enter into an intergovernmental agreement, per the Code.

F. Use the Address Library Report and map provided by the County to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street list information and/or certification are not provided by the date specified in Attachment B, the Jurisdiction may not participate in this Coordinated Election.

G. Identify any errors, omissions, and/or corrections to the street ranges used to define Jurisdictional boundaries in writing eighty (80) days prior to Election Day.

H. Provide CEO certification of the accuracy of the Address Library Report including any changes, additions, or deletions to be made to the street ranges and return with signed IGA on or before the deadline as set forth within Attachment B.

I. To the extent applicable, a Proposed Jurisdiction, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. In the event residential addresses are not available, the Proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

J. Provide the CEO certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents, on or before eighty (80) days prior to Election Day.

K. For petitions filed with the DEO per § 1-4-907, C.R.S., review and verify all petition information and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed, the DEO shall certify the candidate to the ballot and, if the election is a Coordinated Election, so notify the CEO.

L. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S.

M. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response. The CEO and Contact

Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to the DEO or a person designated by the Jurisdiction to respond to correspondence and calls, which person the DEO shall identify and designate at least forty-five (45) days prior to the election. The DEO and/or the person so designated by the DEO shall respond to correspondence and calls within a reasonable time after being notified of the same by the CEO.

N. Determine the ballot title and text. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Department) in a plain text format on or before the deadline as set forth within Attachment B. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city/town charter), ballot issues, and/or ballot questions shall be final and the CEO will not be responsible for making any changes after the certification, except those prescribed by statute. The CEO will not accept text that includes, but is not limited to, bold, italic, underline, bullets, tables, strikethrough or indentations. All caps are reserved for TABOR issues only per the Code.

   a. The Jurisdiction shall defend and resolve at its sole expense all challenges relative to the candidates, ballot issues and/or ballot questions as certified to the County for inclusion on the ballot.

O. Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County. This information shall be left in a voice message recording at (303) 734-5365 and shall include the candidate name, jurisdiction and title of office. Candidate information must be provided by the date specified in Attachment B.

P. Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the ballot content has been certified, may result in its candidates, issues, or questions not being on the ballot for the election.

Q. Within one business day of receipt, proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written notice (electronic format) of acceptance before the printing of the ballots and TABOR notice (if applicable).

R. Prepare, hand-count, and deliver to the CEO, the required test deck of ballots for testing the electronic vote counting equipment by the date specified.

S. For elections where owning property in the Jurisdiction is a requirement for voting in the election, utilize the online inquiry terminal to access the State of Colorado and Arapahoe County voter registration records to confirm voter registration and verify "property ownership" information.

T. Provide the CEO with an initial and supplemental certified list of "property owners" (if applicable) eligible to vote in the election, as determined by the Jurisdiction, who:

a. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Arapahoe County ("Out of County" property owners); or,

b. Own property within the Jurisdiction, appear on the Arapahoe 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 Arapahoe County ("In County" property owners).

c. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's voter identification number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Arapahoe County precinct number, if applicable.

U. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice required by § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County for its records.

V. Notify the CEO within twenty-four hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount the cost of the recount will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S.

W. Within sixty (60) days from the date of receipt of an invoice relating to the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), and all other election expenses, the Jurisdiction shall remit to the County the total payment.

X. Pay any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations relating to the Jurisdiction's participation in the Coordinated Election.

2.03 TABOR

A. If the election includes a ballot question and/or issue governed by Colorado Constitution, Article X, Section 20, ("TABOR"), the County shall perform the following tasks in relation to the TABOR Notice:

a. Certify the complete number of registered electors and/or household addresses with one or more active registered voters, within the Arapahoe County portion of the Jurisdiction in accordance with the dates in Attachment B.

b. Determine the "least cost" method for mailing the TABOR Notice package. Nothing herein shall preclude the County from sending the TABOR Notice or Notice package to persons other than electors of the Jurisdiction if such transmittal arises from the County's efforts to mail the TABOR Notice package at the "least cost."

c. Include the text, and provide a proof as written and in the order submitted, in accordance with the TABOR requirements for the TABOR Notice. Coordinate and mail the TABOR Notice package in the time frame as required by law.

d. 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.

B. If the election includes a ballot question and/or issue governed by Colorado Constitution, Article X, Section 20, ("TABOR"), the Jurisdiction shall perform the following tasks in relation to the TABOR Notice:

a. Publish all required legal notices for the Jurisdiction's ballot questions/ballot issues, other than the notice that is required by § 1-5-205, C.R.S. that is published no later than 10 days before the election, which covers all pertinent information required by statute. A copy of such published legal notice shall be submitted to the County for its records.

b. Comply with the provisions of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), and the time guidelines schedule, as these relate to the election in the Jurisdiction, unless superseded by other legal authority.

c. Receive petition representative's written summary of comments relating to ballot issues/ballot questions.

d. The Jurisdiction shall certify a final and exact text and summary of comments concerning its ballot issues and/or ballot questions, along with the required fiscal information to the County, on portable data storage device or email (with receipt confirmed by the Election Department) in Microsoft Word and with a paper copy, within one business day of receipt, for inclusion in the TABOR Notice mailing as required by Section 20 of Article X of the Colorado Constitution. <u>The process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments, as required by Section 20 of Article X of the Colorado Constitution, is the sole responsibility of the Jurisdiction. The certified text, summary of comments and fiscal information shall be final and the County will not be responsible for making any changes after the certification.</u>

e. The Jurisdiction shall defend and resolve, at its sole expense, all challenges relative to the TABOR Notices certified to the County for inclusion in the TABOR Notice package for its election.

SECTION III.
CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

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

A. 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:

Matt Crane
Arapahoe County Clerk and Recorder
Elections Department
5334 S. Prince St.
Littleton, Colorado 80120
Fax: (303) 794-4625
mcrane@arapahoegov.com

To Jurisdiction:

Laura Smith
City Clerk
City of Cherry Hills Village
2450 E. Quincy Ave.
Cherry Hills Village, CO 80113
Email: lsmith@cherryhillsvillage.com

4.02 TERM OF AGREEMENT.

A. 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.

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

4.04 INTEGRATION.

A. 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 AGREEMENT WITH LAW, IMPAIRMENT.

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

4.06 TIME OF ESSENCE.

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

4.07 GOOD FAITH.

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

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

A. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, 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.

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

4.10 GOVERNING LAW: JURISDICTION AND VENUE

A. 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

A. 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.

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

Attachment A - 2016 Cost Estimates
Attachment B - Key Dates for Coordinating Jurisdictions (subject to updates)

END OF PAGE

ARAPAHOE COUNTY

Nancy Doty, Chair, Board of County Commissioners — Date: 8/29/16

Matt Crane, Coordinated Election Official
Clerk and Recorder — Date: 8/30/16

CITY OF CHERRY HILLS VILLAGE

By: Laura Christman
Title: Mayor — Date: 8/2/16

Laura Smith, Designated Election Official — Date: 8/2/16

ARAPAHOE COUNTY
CLERK AND RECORDER

ATTACHMENT A
CITY OF CHERRY HILLS VILLAGE
2016 ELECTION COST ESTIMATE

ESTIMATE

Costs Based On:

Active Registered Voters	**4,707**
Voter Turnout	**3,766**
UOCAVA Voters	**39**
Households for TABOR Notice	**-**
Coordinating Entities	**13**

Ballot Materials & Processing	Qty.	Unit Cost	Total
Outer Envelopes	4,707	$ 0.046	$ 216.52
Return Envelope	4,707	$ 0.038	$ 178.87
Ballot Packets	4,707	$ 0.640	$ 3,012.48
Instruction Sheets	4,707	$ 0.054	$ 254.18
Secrecy Sleeve	4,707	$ 0.033	$ 155.33
UOCAVA Online Ballot Marking Tool	39	$ 0.306	$ 11.93
		Sub Total	**$ 3,817.38**
Mail Ballot Postage			
Freight Charges	4,707	$ 0.0380	$ 178.87
Postage Out-Bound	4,707	$ 0.120	$ 564.84
		Sub Total	**$ 743.71**

VSPC Costs	Qty.	Total	Divided Cost
WIFI Connection	1	$ 1,620.00	$ 124.62
Laptop Computers	1	$ 17,225.00	$ 1,325.00
iPad Rental	1	$ 3,300.00	$ 253.85
Machine Seals	1	$ -	$ -
Dymo Labels	1	$ -	$ -
VSPC Supplies	1	$ 8,000.00	$ 615.38
VSPC Ballots	1	$ -	$ -
Blank Stock for BOD	1	$ 6,000.00	$ 461.54
Toner for BOD	1	$ -	$ -
Provisional Ballot Envelope	0	$ -	$ -
Machine Delivery	1	$ 4,000.00	$ 307.69
		Sub Total	**$ 3,088.08**

Personnel Costs	Qty.	Unit Cost	Total
Ballot Processing and VSPC Election Judges	3,766	$ 0.81	$ 3,050.14
Temp Staff Background Check	3,766	$ 0.03	$ 112.97
		Sub Total	**$ 3,163.10**

Additional Costs	Qty.	Total	Divided Cost
Ballot Bridging	1	$ -	$ -
Ballot on Demand Setup	1	$ -	$ -
Pre-Marked Test Deck	1	$ 3,000.00	$ 230.77
Car Rental	1	$ 9,267.00	$ 712.85
Ballot Team Mileage	1	$ 500.00	$ 38.46
		Sub Total	**$ 982.08**

Notices	Qty.	Unit Cost	Total
TABOR Printing	0	$ 0.43	$ -
TABOR Postage	0	$ 0.10	$ -
Notice of Election	1	$ 300.00	$ 23.08
		Sub Total	**$ 23.08**

Total Election Expense	**$ 11,817.42**
Less Cost Shared by Other Coordinating Entities	**$ (7,878.28)**
Total Due to Arapahoe County	**$ 3,939.14**

Attachment B
2016 Key Dates for Coordinating Jurisdictions

Resource provided by Arapahoe County Elections. Use this as a reference guide only.
Always refer to the Colorado Constitution, Revised Statutes and Secretary of State rules for applicable provisions.
See the official 2016 Election Calendar: http://www.sos.state.co.us/pubs/elections/calendars/2016ElectionCalendar.pdf

Date	Event	Reference	Accountable
	July 2016		
29-Jul	Last day to notify County Clerk of intent to participate in the General Election (100 days prior)	1-7-116(5); 1-1-106(5); IGA Agreement	Jurisdiction
29-Jul	County Clerk to provide copy of legal boundaries to jurisdiction	IGA Agreement	County Clerk
	August 2016		
30-Aug	Jurisdiction to certify legal boundaries to County Clerk	IGA Agreement	Jurisdiction
30-Aug	Last day for county clerk and coordinating jurisdictions to sign intergovernmental agreement (70 days prior)	1-7-116(2)	Jurisdiction, County Clerk
	September 2016		
9-Sep	Deadline to cancel participation in a coordinated election (63 days prior)	1-5-208(1.5)	Jurisdiction
9-Sep	Last day for coordinating jurisdictions to certify ballot content to county clerk (60 days prior)	1-5-203(3)(a)	Jurisdiction
9-Sep	Candidates must record their name exactly as it appears on the statement of intent, and must provide the recording to the county clerk no later than the deadline to file the statement of intent.	Rule 4.6.2	Candidate
24-Sep	Deadline to transmit ballots to overseas and military voters (45 days prior)	1-8.3-110(1) Rule 16	County Clerk
27-Sep	Deadline for jurisdiction to file TABOR issue notices with county clerk (42 days prior)	1-7-904	Jurisdiction
27-Sep	Public Logic and Accuracy Test of Voting Equipment (No later than the 18th day before election day)	Rule 11.3.2(a)	County Clerk
	October 2016		
7-Oct	Deadline to mail TABOR notices (30 days prior)	Article X, Sec. 20(3)(b); 1-1-106(5)	County Clerk
17-Oct	Deadline to register to vote by Voter Registration Drive	1-2-201(3)(b)(I)	Voters
17-Oct	First day mail ballots may be sent to voters, excluding UOCAVA (22 days prior)	1-7.5-107(3)(a)	County Clerk
17-Oct	County ballot drop-off locations and pick-ups begin		County Clerk
19-Oct	Last day for designated or coordinated election official to publish notice of Coordinated Election (20 days prior)	1-7.5-107(2.5)(a)(I)	County Clerk, Jurisdiction
24-Oct	Counting of ballots may begin (15 days prior)	1-7.5-107.5	County Clerk
24-Oct	County Voter Service & Polling Centers (VSPCs) open	1-5-102.9(2)	County Clerk
31-Oct	Last day to register to vote through the mail, agency, motor vehicle, or online and receive a ballot by mail	1-2-201(3)(b)(III)	Voters

November 2016			
8-Nov	**General Election Day** (Voter Service and Polling Centers and Ballot Drop-Off locations open 7 a.m. - 7 p.m.)	1-1-104(17); 1-4-201; Rule 7.9.1(b)	County Clerk, Voters
16-Nov	Last day for military and overseas ballots to be received by Clerk in order to be counted (8 days after election)	1-8.3-111; 1-8.3-113; Rule 16.1.5	Voters
16-Nov	Last day for electors to cure signature discrepancy or missing signature, or to provide missing ID for mail and provisional ballots to be counted. (8 days after election)	1-7.5-107(3.5)(d); 1-7.5-107.3(2)(a); 1-8.5-105(3)(a); Rule 7	County Clerk, Voters
25-Nov	Deadline to complete the canvass for the Coordinated Election. (17 days after election)	1-10-102(1) Rule 10	County Clerk
December 2016			
9-Dec	Last day for interested party to request a recount at its own expense.	1-10.5-106(2)	Any
15-Dec	Last day to complete a requested recount.	1-10.5-106(2)	County Clerk