

RESOLUTION NO. 81-15

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE EL PASO COUNTY CLERK AND RECORDER AND THE CITY OF COLORADO SPRINGS REGARDING THE CONDUCT AND ADMINISTRATION OF THE NOVEMBER 3, 2015 COORDINATED ELECTION

WHEREAS, on July 24, 2015 the Colorado Springs City Council adopted Resolution 72-15 indicating the intent of the City of Colorado Springs to participate in the November 3, 2015 coordinated election and designating the same as a special municipal election; and

WHEREAS, on August 11, 2015 the Colorado Springs City Council voted to refer two (2) ballot questions to the November 3, 2015 coordinated election; and

WHEREAS, the City Clerk of the City of Colorado Springs has worked with El Paso County election officials to negotiate the terms of the attached intergovernmental agreement; and

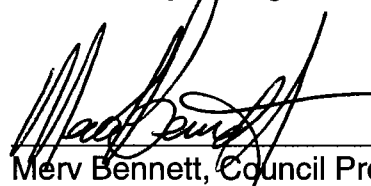
WHEREAS, pursuant to Colorado Revised Statute § 1-6-116(2), an intergovernmental agreement is required to govern the parties' respective duties concerning the conduct of the November 3, 2015 Coordinated Election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS THAT:

Section 1. The City Council hereby approves the intergovernmental agreement between the El Paso County Clerk and Recorder and the City of Colorado Springs regarding the conduct and administration of the November 3, 2015 Coordinated Election ("IGA"), a true copy of which is attached hereto and incorporated herein by reference, effective this 25th day of August, 2015.

Section 2. On behalf of the City, the Mayor is hereby authorized to execute and administer the attached IGA between the El Paso County Clerk and Recorder and the City of Colorado Springs.

DATED at Colorado Springs, Colorado, this 25th day of August 2015.

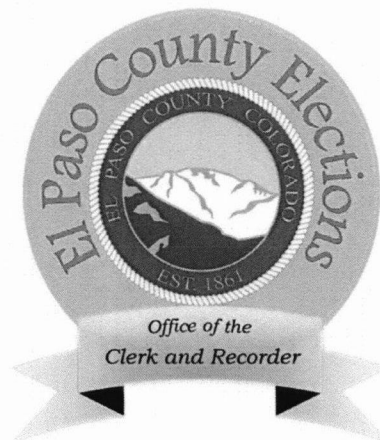

Merv Bennett, Council President

ATTEST:


Sarah B. Johnson, City Clerk



INTERGOVERNMENTAL AGREEMENT
BETWEEN
EL PASO COUNTY CLERK AND RECORDER
AND
CITY OF COLORADO SPRINGS
Regarding the Conduct and Administration of the
November 3, 2015
COORDINATED ELECTION



Prepared by:

Chuck Broerman
El Paso County Clerk and Recorder
1675 West Garden of the Gods Road
Suite 2201
Colorado Springs, CO 80907
(719) 575-VOTE (8683)

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of August, 2015, by and between the **EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS** ("County"); **THE EL PASO COUNTY CLERK AND RECORDER** ("County Clerk") **City of Colorado Springs**, a home rule city and Colorado municipal corporation, ("Jurisdiction"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to Colorado Revised Statutes (C.R.S. or the "Code") § 1-7-116(2), as amended, and the Rules of the Colorado Secretary of State (the "Rules"); the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties concerning the conduct of the November 3, 2015, Coordinated Election ("Election"); and

WHEREAS, the County Clerk and the Jurisdiction are authorized to conduct elections as required by law;

WHEREAS, the Colorado Constitution, Section 20 of Article X, requires the production of a mailed Ballot Issue Notice (also known as a "TABOR" notice) concerning certain ballot issues that will be submitted to the electors of the County and the Jurisdiction; and

WHEREAS, the Jurisdiction has certain ballot issues and/or ballot questions to present to its eligible electors and shall participate in this Coordinated Election.

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

1. 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 shall be required to execute agreements with El Paso County for this purpose and may include municipalities, school districts, and special districts within the El Paso County limits and the State of Colorado.
2. This election shall be conducted by El Paso County as a Mail Ballot Election.
3. FURTHER, the Parties agree as follows:

ARTICLE ONE

PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS:

- A. **"Coordinated Election Official"**, (hereinafter **"CEO"**) shall mean the El Paso County Clerk and Recorder as referenced in C.R.S. § 1-7-116(1)(a). The CEO shall act 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.
- B. **"Colorado Election Code"** or **"Code"** shall mean any part of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), the Colorado Local Government Election Code (Article 13.5 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.
- C. **"Coordinated Election"** shall mean 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 and Recorder is the Coordinated Election Official for the jurisdictions. The Coordinated Election for November, 2015, shall be held on November 3, 2015.
- D. **"Designated Election Official"** (hereinafter **"DEO"**), shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Person (defined below), and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- E. **"IGA"** or **"Agreement"** shall mean Intergovernmental Agreement between the County and the Jurisdiction for election coordination.
- F. **"Jurisdiction"** shall mean the City of Colorado Springs, a home rule city and Colorado municipal corporation.
- G. **"Mail Ballot Packet"** shall mean 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 sleeve, and a return envelope. C.R.S. § 1-7.5-103(5).
- H. **"SOS"** shall mean the State of Colorado Secretary of State.
- I. **"SOS Election Calendar"** shall mean the most recent 2015 election calendar as published on the SOS website located at

- 1.2 **GOAL:** The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and Recorder (CEO) and the Jurisdiction to conduct the election and to provide for the cost thereof.
- 1.3 **COORDINATED ELECTION OFFICIAL:** The County Clerk and Recorder shall act as the CEO in accordance with the Code and Rules and, as such, shall conduct the election for the Jurisdiction.
- 1.4 **CONTACT PERSON:** The CEO designates Liz Olson, or her designee, (Phone: 719-520-6222; E-Mail: lizolson@elpasoco.com) as the contact person to act as primary liaison between the CEO and the Jurisdiction. The contact person shall act under the authority of the CEO and shall have the primary responsibility for the coordination of the election with the Jurisdiction and completion of procedures assigned to the CEO herein. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.
- 1.5 **DESIGNATED ELECTION OFFICIAL:** The Jurisdiction shall appoint a DEO to act as primary liaison between the Jurisdiction and the CEO. The DEO shall have primary election responsibilities for all election procedures handled by the Jurisdiction. Except as otherwise provided in this Agreement, the DEO shall act as the designated election official for all matters under the Code and the Rules which require action by the DEO. From the date of execution of this Agreement through the official certification of the election, the DEO shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County's contact person, for the purpose of consultation and decision-making on behalf of the Jurisdiction. In addition, the DEO is responsible for receiving and timely responding to inquiries made by their voters or others interested in the Jurisdiction's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.
- 1.6 **APPLICABILITY:** This Agreement shall be construed to apply to all areas within the jurisdictional boundaries of the City of Colorado Springs, Colorado.
- 1.7 **TERM:** This Agreement shall start as of the date of the last party's execution of this Agreement and shall continue through the official certification of the November 3, 2015, Coordinated Election.

- 1.8 **LEGAL ADVICE:** The Jurisdiction understands that the CEO and his designees do not provide legal advice to the Jurisdiction. The CEO and his designees may provide information to the Jurisdiction concerning the CEO's understanding of applicable laws and rules, but it is the responsibility of the Jurisdiction to contact its own attorney for legal advice.
- 1.9 **RESPONSIBILITIES BEYOND THIS AGREEMENT:** The Jurisdiction understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Jurisdiction outside the terms of this IGA. The Jurisdiction further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Jurisdiction.

ARTICLE TWO DUTIES OF THE COUNTY CLERK AND RECORDER (CEO)

The CEO shall perform the following duties for the election for the Jurisdiction:

- 2.0 **VOTER REGISTRATION:** Supervise, administer and provide the necessary facilities and forms for all regular voter registration sites and voter service and polling centers.
- 2.1 **BALLOT PREPARATION:** Layout the text of the ballot in a format that complies with the Code and the Rules. Provide ballot printing layouts and text for proofreading and for signature approval of the Jurisdiction. Certify the ballot content to the printer.
- 2.2 **VOTER LISTS:** Upon request of the Jurisdiction, create a list of the registered voters containing the names and addresses of each elector registered to vote in the Jurisdiction. This will not be a certified list, but may be used for checking signatures on candidate petitions. The Jurisdiction shall pay the CEO for the cost of such list. The Jurisdiction may choose to receive the list on CD or as a printed copy. The fee for furnishing the list shall be as follows:
- List on CD = \$25.00 plus \$1.25 CD charge
- List as a Printed Copy = \$25.00 and \$.05 per page
- 2.3 **MAIL BALLOT PLAN:** The CEO shall file the proposed election plan with the Secretary of State as required by C.R.S. § 1-7.5-105 (1).
- 2.4 **ELECTION JUDGES/BOARD OF CANVASSERS/STAFF:** The CEO shall appoint, receive appointments as required by law, compensate, instruct and oversee election judges, the Board of Canvassers, and any qualified

number of additional election staff to adequately serve the number of electors registered to vote in the Coordinated Election.

2.5 **ELECTION SUPPLIES:** The CEO shall provide all necessary equipment, forms and personnel to conduct the election, including the County's electronic vote counting equipment.

2.6 **LOGIC AND ACCURACY:** The CEO shall conduct three tests on all electronic voting equipment in accordance with C.R.S. § 1-7-509(1)(b) and Rules promulgated by the Secretary of State, including a hardware test, public logic and accuracy test, and a post-election test. The CEO shall select a testing board comprised of at least two persons, who are registered electors.

The CEO shall conduct public testing of voting equipment prior to the commencement of voting. The public test shall be open to representatives of the political parties, the press and the public, pursuant to C.R.S. § 1-7-509(2)(b). The CEO shall select a testing board comprising of at least two persons who are registered electors. Notice of the fact that the public test will take place shall be posted in the designated public place for posting notices in the county for at least seven days before the public test.

2.7 **PREPARE AND MAIL BALLOT PACKETS:** The CEO shall prepare and mail all Mail Ballot Packets as required by C.R.S. § 1-7.5-107 and § 1-8.3-110.

2.8 **ELECTION DAY:** The CEO shall provide Election Day telephone and in person support from 7:00 a.m. to the conclusion of the unofficial count on election night.

2.9 **COUNTING OF BALLOTS:** The CEO shall conduct and oversee the process of counting the ballots and reporting the results by precinct. Establish backup procedures and voting sites should the need arise. Provide personnel to participate in the ballot counting procedures as accomplished by any electronic vote tabulating equipment used in the election. Provide personnel and all other necessary services for any recount as provided by the Code.

- 2.10 STORAGE: The CEO shall store all election records as required by the Code. Store all voted ballots and all other election materials for a minimum of twenty-five (25) months, to be saved in such a manner that they may be accessed by the participating jurisdictions, if necessary, to resolve any challenge or other legal questions that might arise regarding the election.
- 2.11 PUBLIC NOTICE: The CEO shall provide notice by publication of a mail ballot election as required by C.R.S. § 1-7.5-107(2.5)(a)(I).
- 2.12 ADDRESS LIBRARY: The CEO shall send an Address Library Report to each Jurisdiction through electronic mail in conjunction with the delivery of this IGA.
- 2.13 BALLOT ISSUE NOTICE: The CEO shall determine the "least cost" method for mailing the Ballot Issue Notice package and combine the text of the Ballot Issue Notice produced by the Jurisdiction with those of other participating Jurisdictions to produce the Ballot Issue Notice package. The CEO will determine the order of the ballot and the order of the Ballot Issue Notice in the order of final ballot certification on a first received basis. All materials supplied by the Jurisdictions shall be kept together by individual Jurisdiction, and in the order supplied by the Jurisdiction, and with the same text as supplied.

The CEO shall print, address and mail the package to "All Registered Voters" at each address of one or more active registered electors of the Jurisdiction. Nothing herein shall preclude the CEO from sending the Ballot Issue Notice or notice package to persons other than electors of the Jurisdiction if such sending arises from the CEO's efforts to mail the Ballot Issue Notice package at "least cost."

- 2.14 COSTS: The CEO shall keep a careful and accurate accounting of all chargeable items to the Jurisdiction. Costs shall include, but are not limited to: election judges and other associated election personnel, ballots and related election forms, printing, election supplies, legal notices paid for by the CEO, postage, rental charges, related computer hardware and technical support, and any other fees reasonably related to conducting the 2015 Coordinated Election.

The CEO shall charge each Jurisdiction taking part in the election a proportional share of the actual costs of the election. This proportional share shall be based upon the number of active voters eligible to vote within each Jurisdiction involved in the election, the number of Jurisdictions participating, and the number of ballot issues and/or items to be included on the ballot for each Jurisdiction. A copy of such accounting shall be provided to the Jurisdictions at the time of billing.

In the event the parties are required to defend against any legal or administrative action brought by a candidate or Jurisdiction as it relates to this Agreement, the Parties agree to utilize their existing legal services as appropriate to defend against the action. The Parties agree to consult with each other to determine whether legal counsel outside of the El Paso County Attorney's office and the Office of the City Attorney for the Jurisdiction is required or warranted to defend legal or administrative action as referenced in this Agreement. If a determination is made that outside legal counsel is desired and warranted, the Parties may, but are not obligated to, enter into a separate agreement to defend against the actions and to pay for the outside legal services.

- 2.15 The CEO shall establish precincts, voter service and polling centers, and ballot drop-off locations as required by law, and cooperate with Jurisdictions in the petition verification process.

ARTICLE THREE DUTIES OF THE JURISDICTION

- 3.0 **AUTHORITY: The DEO shall provide the CEO with a copy of the ordinance or resolution** stating that the Jurisdiction will follow the election provisions of the Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement, including the time guidelines schedule attached hereto as these relate to the November 3, 2015, Coordinated Election.
- 3.1 **DESIGNATED ELECTION OFFICIAL:** The Jurisdiction designates the following as the DEO for the Jurisdiction to act as the primary liaison between the CEO with primary responsibility for the election procedures to be handled by the Jurisdiction.
- NAME: Sarah Ball Johnson DIRECT PHONE: (719) 385-5102
- 3.2 **CALL AND NOTICE:** The CEO shall publish the Notice as required by C.R.S. § 1-7.5-107 (2.5)(a)(I). If other notices are required by the Jurisdiction, it shall be the DEO's responsibility to comply with those requirements.
- 3.3 **PETITIONS:** The DEO shall perform all responsibilities required to certify initiative petition(s) to the ballot. Signatures on all petitions shall be verified by the Jurisdiction.

3.4 CAMPAIGN FINANCE: The DEO understands that issue committees may have state law obligations that are separate and distinct from the Jurisdiction's campaign finance reporting obligations pursuant to City Code § 5.2.201 *et. seq.*

3.5 BALLOT PREPARATION: The DEO shall certify the list of ballot issues and/or ballot questions and the titles and summaries of each ballot issue or question in the format as described in the attached "Format Information Page" to the CEO exactly as the list is to be printed on the ballot **by 5:00 P.M. on September 4, 2015. Certification is required electronically, which may include CD or email, and a hard copy.**

The 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 above noted date may result in their issues or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate.

The Jurisdiction understands that it must wait and that it must instruct ballot issue committees and coordinating entities to wait before numbering a ballot issue and/or ballot question until the CEO has assigned a number to the respective ballot issue and/or ballot question.

3.6 PROOFING: The DEO shall proofread the layout and the text of the Jurisdiction's portion of the official ballots before authorizing in writing the printing of the ballots. Such authorization shall be made **WITHIN THREE (3) HOURS** of the CEO's email or fax transmission to the DEO. The expected date and time for this proofing will be between 8:00 a.m. and 5:00 p.m. on Friday, September 11, 2015. Should the DEO fail to contact the CEO within three (3) hours of the CEO's email or fax transmission, the CEO shall not be held responsible for any errors or omissions should they proceed with the printing of the ballots.

3.7 BOUNDARIES: As required by Rule 4.1.3, the Jurisdiction shall certify the completeness and accuracy of the SCORE address library for the addresses within the Jurisdiction to the CEO by August 25, 2015. If the Jurisdiction finds a discrepancy, it shall provide to the CEO by August 25, 2015, an accurate map of its boundaries. The CEO and El Paso County shall not be held liable for any actions, errors or omissions deriving from the Jurisdiction's failure to notify the CEO of a discrepancy of its boundaries by August 25, 2015.

3.8 BALLOT ISSUE NOTICE: The Jurisdiction shall prepare the language for the Notice for each ballot issue relating to Section 20, Article X of the Colorado

Constitution. The language shall consist only of a concise title in the format as described in the attached "Ballot Issue Notice Example Page", and pro and con summaries each of 500 words or less. The Ballot Issue Pro/Con comments shall be delivered to the Jurisdiction's DEO **by September 18, 2015, or September 21, 2015, as applicable.** The Ballot Issue Notice including the summarized comments shall be delivered to the CEO **by 5:00 p.m. September 22, 2015,** for inclusion in the Notice.

The CEO shall mail Ballot Issue Notices to each household with at least one active registered voter. The Notice may include only those ballot issues that electors receiving the Notice are eligible to vote on based upon their residential address.

- 3.9 ELECTION DAY: The Jurisdiction shall provide support on Election Day via telephone from 7:00 a.m. until counting of the ballots is completed.
- 3.10 RECOUNT: The Jurisdiction shall be responsible for costs of a recount concerning any Jurisdiction ballot issue or question, pursuant to C.R.S. § 1-10.5-101 and § 1-11-215 except for costs collected from an "interested party" pursuant to C.R.S. § 1-10.5-106 which shall be collected by the entity conducting the recount.
- 3.11 PAYMENT OF COSTS: The Jurisdiction shall reimburse the County for such costs allocated to the Jurisdiction within thirty (30) days of date of billing.
- 3.12 ESTIMATED COSTS: The estimated cost for the Jurisdiction's portion of the election is approximately **\$213,188.77**. It is understood and agreed that this is a cost estimate and the actual cost may be higher or lower depending on questions presented to the Jurisdiction's electorate and the number of Jurisdictions that participate in the Coordinated Election. The Jurisdiction further agrees to pay a deposit of **\$106,594.39** which is 50% of the estimated cost to the CEO as soon as reasonably practicable upon finalization of the supplemental appropriation for these election costs, but not later than September 25, 2015. The CEO will maintain the deposit in a separate account and will remit any funds not used for the election to the Jurisdiction.
- 3.13 CANVASS BOARD: Each DEO may recommend a registered elector to serve as a canvass board member. To be considered, names must be submitted to Liz Olson, (719) 520-6222 or lizolson@elpasoco.com not later than 5:00 p.m. on Thursday, October 1, 2015. If no names are submitted for consideration, the CEO will appoint two registered electors to serve with the County Clerk and Recorder as the Canvass Board.

ARTICLE FOUR
CANCELLATION OF THE ELECTION

- 4.0 In the event that the Jurisdiction resolves not to hold the election, then the Jurisdiction shall comply with the provisions of C.R.S. § 1-5-208 and notice of such resolution shall be immediately provided to the CEO. The Jurisdiction shall within thirty (30) days promptly pay the CEO the Jurisdiction's proportional share of the activities of the CEO relating to the election incurred both before and after the receipt of such notice. The Jurisdiction shall provide notice by publication (as defined in the Code) of the cancellation of the election and a copy of the notice shall be posted in the office of the CEO, in the office of the DEO, at the primary location of the Jurisdiction, and, if the Jurisdiction is a special district, in the office of the Division of Local Government.

ARTICLE FIVE
LIABILITY

- 5.0 The Parties acknowledge that both are subject to the provisions of the Colorado Constitution, Article XI, Section 1 which prohibits Counties and Cities from providing indemnification to other parties. Therefore, the Parties agree to be responsible for their own liability incurred as a result of participation in this Agreement. Nothing in this provision shall be deemed to waive or otherwise limit the defense available to the Jurisdiction and the County under the Colorado Government Immunity Act. This Agreement shall not be construed to create any rights or benefits for any person who is not a party to this agreement.

ARTICLE SIX
MISCELLANEOUS

- 6.0 **APPROPRIATION:** Both the County and the Jurisdiction intend and commit to use all good faith and due diligent efforts to honor their respective financial obligations as set forth in this Agreement.
- 6.1 **NOTICES:** Any and all notices required to be given by the Parties by this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a fax was received; to the address of the Parties as set forth below or to such Party or addresses as may be designated hereafter in writing:

To County Clerk: Liz Olson, Election Manager
and Recorder's El Paso County Clerk and Recorder
contact person P.O. Box 2007
Colorado Springs, Colorado 80901-2007
FAX: 719-520-7327

With a copy to: El Paso County Attorney
200 South Cascade Avenue
Suite 150
Colorado Springs, Colorado 80903-2208

To Jurisdiction: City Clerk
Attn: Sarah Ball Johnson
Address: 30 S. Nevada Avenue, Suite 101
P.O. Box 1575, Mail Code 101
Colorado Springs, CO 80903

- 6.2 **AMENDMENT:** This Agreement may be amended only in writing and following the same formality as the execution of this Agreement.
- 6.3 **INTEGRATION:** The Parties acknowledge that this written Agreement, along with any attachments, 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.
- 6.4 **CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT:** In the event that any provision of this Agreement conflicts with the Code, other statute, rule or valid prior resolution duly adopted by the El Paso County Board of County Commissioners, this Agreement shall be modified to conform to such law, resolution or ordinance. No subsequent resolution or ordinance of the Board of County Commissioners or the governing body of the Jurisdiction shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this agreement.
- 6.5 **TIME OF ESSENCE:** Time is of the essence of this Agreement. The time requirements of the Code shall apply to the completion of the tasks required by this Agreement.

6.6 ATTACHMENTS: The following are attached and made a part of this Agreement:

1. DEO Contact Information (pg. 15)
2. Format Information Page (pg. 16)
3. Ballot Issue Notice Example Page (pg. 17-18)
4. Sample Candidate Ballot Layout (pg. 19)
5. Appointment of Observer by Jurisdiction Form (pg. 20)
6. Appointment of Canvass Board Members Form (pg. 21)
7. Sample Address Library (pg. 22)
8. 2015 Election Calendar
9. Voter Registration List (For Special Districts only)

IN WITNESS WHEREOF, the Parties have hereto signed this Agreement to be effective as of the date written in the first paragraph above. Pursuant to Resolution No. 15-253, the El Paso County Clerk and Recorder (CEO) is authorized to execute this Agreement on behalf of the Board of County Commissioners, El Paso County, Colorado.

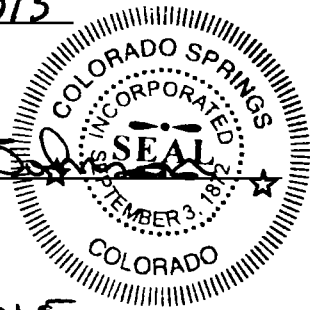
El Paso County Clerk and Recorder

John W. Suther
City of Colorado Springs - Mayor

Date: _____

Date: 8/19/2015

Donald B. Johnson
DEO



Date: 8-19-2015

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Attorney's Office

Britt L. Haley
Office of the City Attorney

Date: _____

Date: 8/19/15

DEO Contact Information

*Please Print or type

Jurisdiction: _____

Designated Election Official (DEO): _____

Fax Number: _____

Email Address: _____

Business Hours: _____

Telephone Numbers (during normal business hours):

Emergency Telephone Numbers (before and after normal business hours):

Election Day (telephone numbers from 7:00 a.m. Election Day to 12:00 a.m. the following day):

Certification Format Information Page

Ballot certification is required in two formats, a paper copy and an electronic copy. The electronic copy may be on a CD or emailed to lizolson@elpasoco.com. The electronic copy may not be in pdf format. All must be received no later than 5:00 p.m. on September 4, 2015. The electronic version must be provided using MS Word format or similar editable format. No PDF versions will be accepted.

CD: These requirements apply to the ballot content, as well as the TABOR notice information. CD ROM Disk (compatible for use on any PC based CD reader) using MSWord. The CD must be labeled with the Jurisdiction's name, document title (file name), program used to create the document, contact person and phone number.

FONT: All fonts must be Arial 10 pt.

MARGINS: Set margins as follows:
Side margins are 1.75", top and bottom at 1.5". Page format should be standard letter size paper.

SPACING: All text must have single line spacing.

TEXT: For Ballot Issue Notice, all ballot issue text must be typed in CAPITAL LETTERS. Pro/Con statements must appear in upper and lower case. Ballot questions must be typed in upper lower case.

TABLES/COLUMNS: Do not use columns or tables setting up files as these are difficult to reformat. Use TABS to put information in rows and/or columns.

Audio: The DEO shall email a recording of correct pronunciation to LizOlson@elpasoco.com at (719) 520-6222 and leave an audio recording of the candidate's name in the voice mail box.

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

Ballot Issue Notice Example Page

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Jurisdictions should consult with their legal counsel to determine if data should be supplied as suggested.

[DISTRICT NAME]

Designated Election Official:

[Name]
[Title]
[Address]
[City, State, Zip]

NOTICE OF ELECTION [TO INCREASE TAXES] [TO INCREASE DEBT] [ON A CITIZEN PETITION] [ON A REFERRED MEASURE]
[DISTRICT NAME]
EL PASO COUNTY, STATE OF COLORADO

Election Date: [Insert Election Date]
Election Hours: [7:00 A.M. to 7:00 P.M.]

[Insert Question Number]

Ballot Title and Text:

[Insert Ballot title and Text of Question. ALL TEXT IN UPPERCASE]

Information:

The below information is not required with your ballot certification on 9/4/15. It is required with your Ballot Issue Notice submission which is due on 9/22/15.

Fiscal Year Spending Information:

| | |
|--------------------------------------|---------------|
| 2010 (Current fiscal year estimated) | [\$1,000,000] |
| 2009 (Actual) | [\$1,000,000] |
| 2008 (Actual) | [\$1,000,000] |
| 2007 (Actual) | [\$1,000,000] |
| 2006 (Actual) | [\$1,000,000] |

Overall percentage change in fiscal year spending: [Insert % of overall change]
Overall dollar amount change: [Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]
Estimated [insert year] fiscal year spending without tax increase: [amount of spending]

Information on Current Bonded Debt:

| | |
|--------------------------------|---------------|
| Principal amount: | [\$1,000,000] |
| Maximum annual repayment cost: | [\$1,000,000] |
| Total repayment cost: | [\$1,000,000] |

Information on Proposed Bonded Debt:

| | |
|--------------------------------|---------------|
| Principal amount: | [\$1,000,000] |
| Maximum annual repayment cost: | [\$1,000,000] |
| Total repayment cost: | [\$1,000,000] |

Summary of written comments for the proposal:

- [Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state “No comments were filed by the constitutional deadline.”]

Summary of written comments against the proposal:

- [Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S. 1-7-901(4)]
- [Summaries must be 500 words or less and accurately summarize all written comments.]
- [Summaries may not contain names of persons or private groups that are for or against the proposal.]
- [If written comments are not filed, state “No comments were filed by the constitutional deadline.”]

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder’s office.

Sample Candidate Ballot Layout

YOUR SCHOOL DISTRICT NAME HERE
Name of Office here
Length of Term here
(Vote for not more than ?)

- _____ Candidate's name
- _____ Candidate's name
- _____ Candidate's name
- _____ Candidate's name
- _____ Candidate's name

YOUR SCHOOL DISTRICT NAME HERE
Name of the Office here
Length of Term here
(Vote for not more than ?)

- _____ Candidate's name
- _____ Candidate's name
- _____ Candidate's name

This page is provided for your reference. It may be removed prior to returning the signed IGA to the Clerk and Recorder's office.

**Appointment of Observer by Jurisdiction for
Public Logic and Accuracy Test of Voting Equipment
(Optional)**

Jurisdiction Name: _____

Designated Election Official (DEO): _____

Name of Observer Appointed: _____

Observer's Contact Telephone Numbers:

Signature of Designated Election Official

Date

Please return this page with the signed IGA if you choose to appoint an observer for the Public Logic and Accuracy testing of voting equipment.

Once the date of the Public Logic and Accuracy test has been set, the appointed observer will be notified. The date of the Public Logic and Accuracy test will be posted on the Elections webpage at <http://car.elpasoco.com/election>.

