

August 22, 2024

Jack Twite Jr., CERA, CCEO
Deputy of Elections, Elections Division
Douglas County
125 Stephanie Place
Castle Rock, CO 80109

Re: IGA Regarding Contract and Administration of the General Election

Dear Mr. Twite,

Enclosed, please find the Intergovernmental Agreement (IGA) between the Douglas County School District (DCSD) and Douglas County that has been executed by Douglas County School District Superintendent Erin Kane. Please provide the District with a copy of the fully executed agreement. Also, enclosed, as indicated in the attached IGA are the following:

#### **Enclosures:**

- Signed IGA between Douglas County School District RE-1 and Douglas County
- IGA Appendix A: Signed Boundary Verification Map and Street Address Library Verification Form
- IGA Appendix B: DEO Contact Information
- IGA Appendix E: Signed TABOR Notice Agreement
- DRAFT resolution to place a Bond issue on the November 2024 ballot includes the resolution appointing DEO
- Statement of Sufficent Funds

For your convenience, we have sent this communication via email (<u>itwite@douglas.co.us</u>), U.S. Mail, and FedEx, with confirmed delivery to ensure timely and secure delivery.

Should you require any further information or have any questions regarding the IGA, please do not hesitate to reach out to me directly at 303 387-0123, or 303 946-9525, or via email at dquintana@dcsdk12.org. We look forward to your feedback and continued collaboration.

Thank you,

Debbey Quintana

#### INTERGOVERNMENTAL AGREEMENT

#### BETWEEN

### **DOUGLAS COUNTY CLERK AND RECORDER**

AND

**DOUGLAS COUNTY SCHOOL DISTRICT RE-1** 

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

NOVEMBER 5, 2024 GENERAL ELECTION

SHERI DAVIS
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 Douglas County School District RE-1 (hereinafter referred to as the "Jurisdiction") collectively as the "Parties"; and

**WHEREAS**, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

**WHEREAS**, pursuant to section 1-7-116, C.R.S. if more than one political subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official and, pursuant to section 1–5–401, C.R.S. shall conduct the elections on behalf of all political subdivisions utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

**WHEREAS**, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the Coordinated Election on November 7, 2023; 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.
- 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 or 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.). USE THE TEMPLATES PROVIDED IN APPENDIX H "BALLOT MEASURE WORKSHEET" AND APPENDIX I "CANDIDATE CONTEST WORKSHEET". 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 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 four (4) business hours of receiving the layout and text from the county or as identified by the Contact Officer. 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:
  - 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 <a href="https://apps.douglas.co.us/assessor/advanced-search/">https://apps.douglas.co.us/assessor/advanced-search/</a>.
- 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(1), 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 (\$4,000 for Presidential General Election over 5"), special text formatting such as italic, underline, bullets, numbering, tables, strike-through or indentations (\$500 if applicable) the use of all capital letters is reserved for TABOR issues only, per the Code., and TABOR Notice costs with a minimum charge of \$500 (if applicable).

#### Illustrative Pro-Rated Costs Table:

Registered Voters		TABOR Households		Co	Basic ordination Charge	 BOR Notice harge (min \$500)	ess Content	olic Notice Charge	Foi	pecial matting harge	Total Charges
302858	0	134985	10.75	\$	302,858.00	\$ 14,351.52	\$ 43,000.00	\$ 4.88	\$	-	\$ 360,214.40
79	63	42	4.00	\$	1,000.00	\$ 500.00	\$ 16,000.00	\$ 4.88	\$	-	\$ 17,504.88
46097	0	0	14.75	\$	46,097.00	\$ -	\$ 59,000.00	\$ 4.88	\$	500.00	\$ 105,601.88
140	0	60	8.75	\$	1,000.00	\$ 500.00	\$ 35,000.00	\$ 4.88	\$	-	\$ 36,504.88
253	106	120	0.50	\$	1,000.00	\$ 500.00	\$ 2,000.00	\$ 4.88	\$	-	\$ 3,504.88

If costs of TABOR Notice were \$3744.57 and other public notices were \$66.58.

## 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:

Sheri Davis

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)

Debbey Quintana

Douglas County School District RE-1

Board of Education
620 Wilcox Street

Castle Rock, CO 80104

Email: dquintana@dcsdk12.org

#### 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.

	COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO		COORDINATED ELECTION OFFICIAL:
	(Board signature required only if coordination cost will exceed \$25,000)		
Ву	Board of County Commissioners Chairperson	Ву	Clerk and Recorder
Date		_ Date	
Attest	Deputy Clerk to the Board	-	
	APPROVED AS TO FISCAL CONTENT:		APPROVED AS TO LEGAL FORM:
	Director of Finance	-	County Attorney
	Jurisdiction Signatures:		
Ву:	Eun de	_ By:	
Title: Date:	Superintendent 9-20-24	Title: _ Date:	
Attest			
Title:			

#### Contents

Appendix A – Address Confirmation Form Appendix B – Contact Information Form

Appendix C – Important Dates

Appendix D – Checklist

Appendix E – Ballot Issue Notice (TABOR) Agreement

Appendix F – Ballot Issue Notice (TABOR) Proof Acceptance Form

Appendix G – Sample Ballot Issue Issue Notice (TABOR Notice)

Appendix H - Ballot Measure Worksheet

Appendix I – Candidate Contest Worksheet

## Appendix A Address Confirmation Form

JURISDICTION NAME: Douglas County School District

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

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

PROPOSED DISTRICTS: Provide a certified legal description, map, and street listing (including street ranges).

#### Section 1

Enter information in table, if applicable. If more space is needed, please create a separate document.

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

<u>S</u>	e	C	ti	0	n	2

Enter other counties shared by Jurisdiction.
County Name(s): Elbert County
Not Applicable

### 2024 GENERAL ELECTION November 5, 2024

I have reviewed the Jurisdiction's Address Library Report provided by the Douglas County Elections Office and
certify it to be a true and accurate description of the address ranges defining boundaries of the Jurisdiction,
except for any discrepancies, which are noted on this form.

Shavon Caldwell	8/22/2024
Signature	Date

# Appendix B Contact Information Form

Please	Please enter your Jurisdiction's information:				
Jurisdio	ction: Douglas County School	District RE-1			
	ated Election Official:				
	Debbey Quintana				
		Name			
	620 Wilcox Street				
		Mailing Address			
	Castle Rock, CO 80104	City State 7in			
		City, State, Zip			
	dquintana@dcsdk12.org				
		Email			
	303-387-0123				
		Phone			
_					
Repres	ented By:				
	Kim Crawford / Butler Sn	ow LLD			
	Killi Clawlold / Butler Sil	Attorney / Law Firm			
		•			
	1801 California Street				
		Mailing Address			
	Denver, CO 80202	Oite Otata Zia			
		City, State, Zip			
	Kim Crawford@butlersno	ww.com			
	Tam Grawiord@bdtlefsile	Email			

720-330-2354

Phone

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

#### **Required Participation**

1. November 5, 2024; 7:00am – 7:00pm Election Day phone support for citizen inquiries

Name: Debbey Quintana

Phone: 303-387-0123

Email: dquintana@dcsdk12.org

#### **Optional Participation**

2. September 27, 2024 Logic and Accuracy Test (LAT)

Name: Debbey Quintana

Phone: 303-387-0123

Email: dquintana@dcsdk12.org

3. November 19, 2024 (Additional days may be needed) Risk Limiting Audit (RLA)

Name: Debbey Quintana

Phone: 303-387-0123

Email: dquintana@dcsdk12.org

### 4. November 22, 2024 Canvass Board and Final Certification of Election

Name: Debbey Quintana	
Phone: 303 387-0123	
Email: dquintana@dcsdk12.org	
Note: If a representative is not designated for the opt Elections office will designate a staff member to serv	
Douglas County Coordinated Election Official:	Sheri Davis, Clerk and Recorder Name
	301 Wilcox Street, PO Box 1360 Mailing Address
	Castle Rock, CO 80104 City, State, Zip
	sdavis1@douglas.co.us Email
	303-663-7364 <u>Phone</u>
Douglas County Contact Officer:	Jack Twite Jr, Deputy of Elections Name
	125 Stephanie Place Mailing Address
	Castle Rock, CO 80109 City, State, Zip
	<u>itwite@douglas.co.us</u> Email
	303-814-7618 Phone

#### 2024 GENERAL ELECTION November 5, 2025

Douglas County Deputy of Elections:

Jack Twite Jr

Name

125 Stephanie Place Mailing Address

Castle Rock, CO 80109

City, State, Zip

itwite@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

### Appendix C Important Dates

Event	Date
Last day to provide in writing to the County Clerk & Recorder Notice of Intent to coordinate for the 2023 Coordinate Election (-100 days)	July 26 (Friday)
Last day to return signed IGA to the Contact Officer (-70 days)	August 27 (Tuesday)
Last day to return completed Address Confirmation Form (Appendix A) or Boundary Map to ensure accurate voter information (-70 days)	August 27 (Tuesday)
Last day to submit certified ballot order and content to the Contact Officer (-60 days)	September 6 (Friday)
Last day for Secretary of State to certify state ballot order and content to county clerk (-57 days)	September 9 (Monday)
Last day to mail ballots to Uniformed and Overseas electors (UOCAVA) (-45 days)	September 21 (Saturday)
Last day to submit Ballot Issue Notice (TABOR) Language and summarized Pro/Con & Fiscal Impact Statements to Contact Officer (-43 days)	September 23 (Monday)
Logic and Accuracy Test (LAT)	September 27 (Friday)
Logic and Accuracy Test (LAT) – Alternate Date	September 30 (Monday)
Ballots mailed to voters (-22 days)	October 11 (Friday)
Ballot Drop Boxes open (-15 days minimum)	October 11- November 5 All boxes close Election Day, November 5 at 7 p.m.
Last day voter can request our office mail a ballot (-8 days)	October 28 (Monday)

### 2024 GENERAL ELECTION November 5, 2024

Voter Service and Polling Centers (VSPCs)	October 21 – November 5
open (-15 days)	Monday - Friday, 8 a.m 5 p.m.
	Saturday, November 2, 8 a.m 5 p.m.
	Election Day, Tuesday, November 5,
	7 a.m. – 7 p.m.
Election Day	November 5, 7 a.m. – 7 p.m. (Tuesday)
Risk Limiting Audit (RLA)	November 19 (Additional days may be needed)
Canvass Board and Final Certification of Election	November 22 (Friday)
Canvass Board and Final Certification of	TBD
Election – Alternate Date	
Final Certification of Election deadline	November 27 (Wednesday)

### Appendix D IGA Checklist

Dates shown below are either Statute-driven deadline dates or preferred dates of
the Douglas County Elections office.
Friday, July 26  O Provide in writing to the County Clerk and Recorder notice of intent to coordinate.
Wednesday, July 31  O Receive and review IGA and accompanying documents from the Contact Officer, including important District addressing verification.
<ul> <li>Tuesday, August 27</li> <li>Complete and return all required documents of the IGA via USPS mail or email to the Contact Officer, <a href="mailto:itwite@douglas.co.us">itwite@douglas.co.us</a></li> <li>Provide a copy of the Ordinance and/or Resolution that outlines intent to participate in the General Election.</li> <li>Provide a statement to confirm sufficient funds to pay election expenses are available and appropriated in the Jurisdiction's approved budget.</li> <li>For PROPOSED DISTRICTS:         <ul> <li>Provide certified legal description, map, and street listing (including street ranges).</li> </ul> </li> </ul>
<ul> <li>Friday, September 6</li> <li>Provide certified ballot order and content to the Contact Officer.         C.R.S 1-5-203(3). Refer to Section 2.02 (L) of the IGA for specific requirements. USE TEMPLATES PROVIDED IN APPENDIX H AND I.</li> <li>As applicable, provide phonetic pronunciation of each candidate's name via voicemail. Refer to Section 2.02 (M) of the IGA for instructions.</li> <li>Proofread ballot layout and text for Jurisdiction's portion of the official ballot and provide written acceptance of content or written notice of necessary changes. Refer to Section 2.02 (O) of the IGA for instructions.</li> </ul>
Monday, September 23  o Provide Contact Officer with full text of any required ballot issue notices (TABOR) and all summarized pro/con statements. USE TEMPLATE PROVIDED IN APPENDIX G.
Tuesday, October 1 – For elections where property owners are eligible electors:  o Provide all applicable eligible property owner list(s). Refer to Section 2.02 (P) of the IGA for instructions and requirements.

Wednesday, October 16 – For elections where property owners are eligible electors:

 ○ Provide a supplemental list of applicable eligible property owner(s) for eligible voters not submitted in the original list from Tuesday, October 1. Refer to Section 2.02 (P) of the IGA for instructions and requirements.

 □ Election Day, Tuesday, November 5

 ○ Provide phone support for Jurisdiction for hours of voting (7:00 a.m. -7:00 p.m.) should information be needed from the Douglas County Elections office or the general public.

 □ Post-Election Day

 ○ Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required.

Remit payment within 30 days of receipt of billing invoice.

## Appendix E Ballot Issue Notice (TABOR) Agreement

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

## THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE BALLOT ISSUE NOTICE (TABOR):

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

## THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE BALLOT ISSUE NOTICE (TABOR):

- A. Perform such acts as may be required by law including circulation, approval, review, and all other activities, relating to any petition that may concern the Jurisdiction. The DEO shall interact with any Jurisdiction petition representatives, including but not limited to, working to ensure that the Douglas County Elections Contact Officer (Contact Officer) receives the summary of written comments within the time required by law.
- B. Determine the ballot title and text within restrictions described by Douglas County in the IGA.
- C. Include, within its TABOR Notice, ballot titles in this format: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE." Use template provided in APPENDIX G: Sample Ballot Issue Notice (TABOR Notice)
- D. Prepare the text of the TABOR Notice. Use template provided in APPENDIX G: Sample Ballot Issue Notice (TABOR Notice). The TABOR Notice shall include any Jurisdiction voter-approved additions, and:
  - a. The election date, hours, and local Jurisdiction contact name, office address and telephone number.
  - b. Ballot title, ballot text and written comments.
  - c. Fiscal information to be included in the TABOR Notice.

2024 GENERAL ELECTION November 5, 2024

- E. Accept and summarize the filed comments in favor of and in opposition to the ballot issues received from the eligible electors of the Jurisdiction and the public, as required for use in the TABOR Notice.
- F. Provide the certified content of the Jurisdiction's completed TABOR Notice to the Contact Officer as a plain text file via email.
- G. Proofread the layout and the text of the Jurisdiction's portion of the official TABOR notice and provide written notice (electronic format) of acceptance before the printing of the ballots. Approval or requested changes must be received within two (2) hours after the Douglas County Elections Contact Officer has emailed the draft. This may require availability outside of normal business hours, and no changes will be made after acceptance is given to the Contact Officer. If the deadline is not met, the Contact Officer will consider the proof final "as is". A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for all associated correction costs. This submission may not be changed by the Jurisdiction without written approval from the Contact Officer and shall be requested no later than the 42nd day before the election.
- H. Resolve, at the Jurisdiction's expense, any and all challenges pertaining to TABOR Notices certified to the County.

	Jurisdiction , ,		County	
Ву	und	By		
	Erin Kane, Superintendent			
Date	8-20-24	Date		

## Appendix F TABOR Notice Proof Acceptance Form

Use this form as an approval document in conjunction with your Jurisdiction's Ballot Issue Notice (TABOR Notice) to indicate the content has been reviewed and either approved, or approved with revisions noted.

Please thoroughly review all information and identify any necessary corrections. We cannot begin printing the official TABOR Notice until we receive this completed form from each applicable Jurisdiction. Approval or requested corrections must be received by Douglas County Elections within two (2) hours after the Contact Officer emails the proof.

The Contact Officer will confirm receipt upon delivery via email.

Approved
Approved with revisions noted
Jurisdiction: Douglas County School District RE-1
DEO Name: <u>Debbey Quintana</u>
DEO Signature:
Date: 8 2 24 Time: 3:41 DM

#### RESOLUTION

WHEREAS, the Douglas County School District, Number Re1 (the "District"), in the Counties of Douglas and Elbert and the State of Colorado, is a public corporation duly organized and existing under the Constitution and the laws of the State of Colorado; and

WHEREAS, the members of the Board of Education of the District (the "Board") have been duly elected, chosen and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution ("TABOR") requires voter approval for any new tax, the creation of any debt and for spending certain moneys above limits established by TABOR; and

WHEREAS, the Board has determined that the interest of the District and the public interest and necessity demand and require enlarging, improving, remodeling, repairing, or making additions to any school building, constructing or erecting school buildings, equipping or furnishing any school building, improving school grounds, all at a cost estimated at approximately \$490,000,000 (the "Project"); and

WHEREAS, TABOR requires the District to submit ballot issues (as defined in TABOR) to the District's electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, November 5, 2024, is one of the election dates at which ballot issues may be submitted to the eligible electors of the District pursuant to TABOR; and

WHEREAS, the County Clerk and Recorder (the "County Clerk") in each of Douglas County and Elbert County (the "Counties") will conduct the election on November 5, 2024, as a coordinated election (the "election"); and

WHEREAS, it is necessary to submit to the eligible electors of the District, at the election, the proposition of creating general obligation indebtedness in the aggregate principal amount of not to exceed \$490,000,000 to finance the Project and imposing taxes to pay such debt.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF DOUGLAS COUNTY SCHOOL DISTRICT, NUMBER REI, IN THE COUNTIES OF DOUGLAS AND ELBERT AND THE STATE OF COLORADO:

Section 1. All action heretofore taken (not inconsistent with the provisions of this resolution) by the District and the officers thereof, directed towards the election, the Project and the objects and purposes herein stated are, ratified, approved and confirmed. Unless otherwise defined herein, all terms used herein shall have the meanings specified in Section 22-42-101, C.R.S. or Section 1-1-104, C.R.S.

Section 2. The election shall be conducted as a coordinated election in each of the Counties pursuant to TABOR, Article 42 of Title 22, C.R.S., and the Uniform Election Code of 1992, and all laws amendatory thereof and supplemental thereto. The election shall also be

conducted pursuant to the provisions of intergovernmental agreements (the "intergovernmental agreements") between the District and the County Clerk of each of the Counties. The District hereby determines that the election shall be held on November 5, 2024, and that there shall be submitted to the eligible electors of the District the question set forth herein. Because the election will be held as part of the coordinated election, the Board hereby determines that each County Clerk shall conduct the election on behalf of the District pursuant to the Uniform Election Code of 1992 and the applicable intergovernmental agreement. The officers of the District are hereby authorized to enter into one or more intergovernmental agreements with each County Clerk pursuant to Section 1-7-116, C.R.S. Any such intergovernmental agreement heretofore entered into in connection with the election is hereby ratified, approved and confirmed.

Section 3. The total aggregate principal amount of the indebtedness to be incurred from time to time for the portion of the Project to be acquired pursuant to this resolution shall not exceed the sum of \$490,000,000.

Section 4. The Board hereby authorizes and directs the officers of the District to certify on or before September 6, 2024, the following question in substantially the form hereinafter set forth to each County Clerk. Such question shall be submitted to the eligible electors of the District at the election.

#### **BOND QUESTION:**

WITHOUT IMPOSING ANY NEW TAX, SHALL DOUGLAS COUNTY SCHOOL DISTRICT DEBT BE INCREASED \$490 MILLION, WITH A MAXIMUM TOTAL REPAYMENT COST NOT TO EXCEED \$895 MILLION, FOR THE PURPOSES OF ENHANCING EDUCATIONAL OPPORTUNITIES FOR STUDENTS BY:

UPDATING AND EQUIPPING AGING SCHOOLS AND FACILITIES;

BUILDING ADDITIONAL CAREER AND TECHNICAL EDUCATION PATHWAYS, INCLUDING FOR STUDENTS WITH SPECIAL EDUCATIONAL NEEDS, BY CONSTRUCTING AND EXPANDING SCHOOL FACILITIES;

CONSTRUCTING, EQUIPPING AND EXPANDING NEIGHBORHOOD SCHOOLS TO ACCOMMODATE GROWTH AND REDUCE OVERCROWDING; AND

UPGRADING SCHOOL SAFETY AND SECURITY;

AND SHALL THE TAXES AUTHORIZED BY DISTRICT VOTERS IN PRIOR BOND ELECTIONS APPLICABLE TO OUTSTANDING BONDS BE EXTENDED AND AUTHORIZED TO BE USED TO PAY THE DEBT AUTHORIZED AT THIS ELECTION IN ADDITION TO THE DEBT AUTHORIZED AT SUCH PRIOR ELECTIONS; SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF GENERAL OBLIGATION BONDS WHICH SHALL BEAR INTEREST, MATURE, BE SUBJECT TO REDEMPTION, WITH OR WITHOUT PAYMENT OF THE PREMIUM OF NOT TO EXCEED ONE PERCENT, AND BE ISSUED, DATED AND SOLD AT SUCH TIME OR TIMES, AT SUCH PRICES (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS,

NOT INCONSISTENT HEREWITH, AS THE DISTRICT MAY DETERMINE; AND SHALL AD VALOREM PROPERTY TAXES BE IMPOSED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE, TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS AND ANY BONDS ISSUED TO REFINANCE SUCH BONDS AND TO FUND ANY RESERVES FOR THE PAYMENT THEREOF;

AND SHALL THE DISTRICT'S EXPENDITURES BE SUBJECT TO OVERSIGHT BY A CITIZENS' COMMITTEE?

Section 5. Debbey Quintana is hereby appointed as the designated election official of the District for purposes of performing acts required or permitted by law in connection with the election.

Section 6. If a majority of the votes cast on the question to authorize general obligation indebtedness and the levy of ad valorem property taxes submitted at the election shall be in favor of incurring general obligation indebtedness and levying ad valorem property taxes as provided in such question, the District acting through the Board shall be authorized to proceed with the necessary action to incur general obligation indebtedness and levy ad valorem property taxes in accordance with such question.

Any authority to contract general obligation indebtedness or to levy ad valorem property taxes, if conferred by the results of the election, shall be deemed and considered a continuing authority to contract the general obligation indebtedness and levy the ad valorem taxes so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

Section 7. Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 8. The officers of the District are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 9. If a majority of the votes cast on the question authorize the issuance of bonds as described in the question set forth in Section 4 above, the District intends to issue such bonds in the approximate aggregate principal amount of \$490,000,000 to pay the costs of the Project, including the reimbursement of certain costs incurred by the District prior to the execution and delivery of such bonds, upon terms acceptable to the District, as authorized in an ordinance to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith. The officers, employees and agents of the District shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by the resolution. The District shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h). This resolution

is intended to be a declaration of "official intent" to reimburse expenditures within the meaning of Treasury Regulation §1.150-2.

Section 10. All orders, bylaws and resolutions, or parts thereof, in conflict with this resolution, are hereby repealed.

Section 11. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.



### ADOPTED AND APPROVED this August 27, 2024.

	President
	Douglas County School District,
(CDAI)	Number Re1
(SEAL)	
ATTEST:	
Secretary	
Douglas County School District,	
Number Re1	

STATE OF COLORADO	)
COUNTIES OF DOUGLAS	) ) SS.
AND ELBERT	)
DOLICE AS COLDITY SCHOOL	)
DOUGLAS COUNTY SCHOOL DISTRICT NUMBER RE1	)

- I, Becky Myers, am the duly qualified and acting Secretary of the Board of Education of Douglas County School District, Number Re1 (the "District"), in the Counties of Douglas and Elbert and State of Colorado, and I do hereby certify:
- 1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board of Education of the District (the "Board") at a meeting of the Board held on August 27, 2024.
- 2. The Resolution was duly moved and seconded and the Resolution was adopted at the meeting of August 27, 2024, by an affirmative vote of a majority of the members of the Board as follows:

Name	"Yes"	"No"	Absent	Abstain
Christy Williams, President				
Kaylee Winegar, Vice President				
Becky Myers, Secretary				
Valerie Thompson, Treasurer		18		
Brad Geiger, Director				
Susan Meek, Director		27		
Tim Moore, Director				

- 3. The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.
- 4. The Resolution was approved and authenticated by the signature of the President of the Board, sealed with the District seal, attested by the Secretary and recorded in the minutes of the Board.
- 5. Attached hereto as Exhibit A is a copy of the notice of the meeting on August 27, 2024, which notice was posted in one place within the District at least 24 hours before such meeting and which notice included agenda information, if available.
- 6. There are no bylaws, rules or regulations of the Board which prevent the immediate adoption of the Resolution set forth in the foregoing proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said District, this August 27,2024.

Becky Myers, Secretary (SEAL)

#### RESOLUTION OF THE BOARD OF EDUCATION

#### OF

#### DOUGLAS COUNTY SCHOOL DISTRICT RE-1

#### (Approving District Bond Plan)

WHEREAS, the Douglas County School District RE-1 (the "District"), in the Counties of Douglas and Elbert and the State of Colorado, is a public corporation duly organized and existing under the Constitution and the laws of the State of Colorado; and

WHEREAS, District staff has carefully reviewed and considered the capital needs of the District to: update and equip aging schools and facilities; build additional career and technical education pathways, including for students with special educational needs, by constructing and expanding school facilities; construct, equip, and expand neighborhood schools to accommodate growth and reduce overcrowding; and, upgrade school safety and security; and

WHEREAS, District staff has determined that it is in the best interest of the District and necessary for in investment to be made in updating and equipping aging schools and facilities; building additional career and technical education pathways, including for students with special educational needs, by constructing and expanding school facilities; constructing, equipping, and expanding neighborhood schools to accommodate growth and reduce overcrowding; and, upgrading school safety and security; and

WHEREAS, District staff has recommended to the Board that the needs of the District require that up to \$490 Million be spent to invest in updating and equipping aging schools and facilities; building additional career and technical education pathways, including for students with special educational needs, by constructing and expanding school facilities; constructing, equipping, and expanding neighborhood schools to accommodate growth and reduce overcrowding; and, upgrading school safety and security consistent with the Bond Plan attached as Attachment A (the "Bond Plan"); and

WHEREAS, District staff and the Board recognize that the costs associated with the projects identified in the Bond Plan are based on 2024 cost data and projected inflation and may likely change; and

WHEREAS, the Board of Education of the Douglas County School District RE-1 (the "Board") has carefully considered staff's proposed Bond Plan and concurs that it is in the best interest of the District and necessary for in investment of \$490 Million to be made.

#### **NOW, THEREFORE, BE IT RESOLVED** by the Board as follows:

1. The Board has determined that it is in the best interest of the District and necessary for in investment of \$490 Million to be made in updating and equipping aging schools and facilities; building additional career and technical education pathways, including for students with special educational needs, by constructing and expanding school facilities;

constructing, equipping, and expanding neighborhood schools to accommodate growth and reduce overcrowding; and, upgrading school safety and security consistent with the Bond Plan.

2. The Board hereby approves the Bond Plan understanding that the costs associated with the projects identified in the Bond Plan are based on 2024 cost data and projected inflation and may likely change. Therefore, if a specific project or parts thereof become impractical or cost prohibitive, or if excess funds become available through certain efficiencies, certain other projects may be substituted for, or completed in addition to projects shown in the Bond Plan provided, however, that any such changes shall be approved by the Board based on recommendations from the Mill Bond Oversight Committee and shall be projects contemplated in the District's Master Plan.

APPROVED this da	y of August, 2024 by a vote of
AYES:	
NAYS:	
	DOUGLAS COUNTY SCHOOL DISTRICT RE-1
	By:
	Christy Williams, President
	Board of Education
ATTEST:	
By:	The state of the s
Becky Myers, Secret	ary
Board of Education	



August 22, 2024

I, Jana Schleusner am the Chief Financial Officer for the Douglas County School District RE-1 confirm sufficient funds are available in the School District's budget to pay election expenses.

Jana Schleusner

Chief Financial Officer,

**Douglas County School District** 

Jana L. Schleusner