

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

**FOR THE NOVEMBER 4, 2025
COORDINATED ELECTION**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this THIRD of JUNE, 2025, by and between the Adams County Clerk and Recorder, located at 4430 S. Adams County Parkway, Suite E3102, Brighton, Colorado 80601, hereinafter referred to as the “Clerk and Recorder,” and COMMERCE CITY, located at 7887 E 60th AVE COMMERCE CITY, CO 80022, hereinafter referred to as the “Municipality,” for the purpose of conducting a General Election to be held on November 4, 2025. The Clerk and Recorder, and the Municipality may be collectively referred to herein as the “Parties.”

RECITALS

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

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

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

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

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

AGREEMENT

ARTICLE I: DUTIES OF THE CLERK AND RECORDER

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

2. NO RUN-OFF ELECTION. This Agreement is for the November 4, 2025 election only. In the event the Municipality’s Code and/or Charter provide for a run-off election, and a run-off election becomes necessary, the Adams County Clerk and Recorder will not conduct that election for the Municipality.

3. INSTANT RUNOFF / RANKED VOTING. If the Municipality has taken formal action to have an election subject to this IGA conducted using instant runoff voting, in accordance with C.R.S. § 1-7-118, it must provide written notice to the Clerk and Recorder at least one hundred days before the election. If such notice is received, the Clerk and Recorder will conduct the election using instant runoff voting; post an explanation of ranked voting and instructions for electors in the form approved by the secretary of state by rule at each polling location and included with each mail ballot; and, with input from the municipality, determine the maximum number of choices an elector may rank in accordance with C.R.S. § 1-7-1003(1). In accordance with C.R.S. § 1-7-1003(5)(b), if the election is to be conducted using instant runoff voting, Municipality will conduct a voter education and outreach campaign to familiarize electors with ranked voting in English and in every language in which a ballot is required to be made available pursuant to this code and the federal “Voting Rights Act of 1965”, 52 U.S.C. sec. 10101 et seq. Municipality will also provide a written copy of the voter education campaign to the Clerk and Recorder to be attached to, and fully incorporated into, this IGA as “Exhibit D” along with the signed IGA by the deadline of **August 26, 2025**.

4. CONTACT OFFICER. The Deputy Director of Elections, Crissy Jackson, will be the designated contact officer for the County and will act as the primary liaison between the Election Office and the Municipality for purposes of the election. Crissy Jackson can be reached at (720) 523-6480 or adams.entities@adcogov.org.

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

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

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

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

ARTICLE II: DUTIES OF THE MUNICIPALITY

1. DESIGNATED ELECTION OFFICIAL. The Municipality has designated **DYLAN A. GIBSON**
303-227-8791, dgibson@c3gov.com,

as its “designated election official,” pursuant to § 1-1-104(8), C.R.S. The designated election official shall act as the primary liaison between the Municipality and the Clerk and Recorder. The Municipality may provide a secondary contact via email to adams.entities@adcogov.org. All communications concerning the election, whether oral or in writing, shall be directed to the Adams County Election Department, 4430 S. Adams County Parkway, Suite E3102, Brighton, CO 80601; phone number: (720) 523-6480; and facsimile number: (720) 523-6266. Email communications are preferred and should be sent to adams.entities@adcogov.org.

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

3. SECTION 203 OF THE VOTING RIGHTS ACT. In order to maintain compliance with 52 USC section 10503, (Section 203 of the Voting Rights Act), the Municipality is required to use a qualified translator or interpreter as defined in § C.R.S. 1-5-903 (4) and provide to the Clerk and Recorder a Spanish translation of the Municipality’s ballot certification referenced in Article II, section 9 of this Agreement; and TABOR notice and pro / con statements referenced in Article III of this Agreement at the same time that the original content is provided.

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

As long as the Clerk and Recorder has been timely notified of the Municipality’s intent to

participate in the election, the Clerk and Recorder will provide to the Municipality a street locator file by **July 31, 2025**.

- The file will contain a list of the street address ranges the Clerk and Recorder's system currently shows as being located in the Municipality.
- The designated election official for the Municipality shall inspect the information contained in the locator file and shall notify the Clerk and Recorder's Office by **August 25, 2025**, of any changes, additions or deletions that need to be made. If required, the Clerk and Recorder will make the required changes and resubmit the locator file to the Municipality.
- The Municipality will inspect the file and shall make a final certification as to the accuracy of the locator file by no later than **September 5, 2025**.
- If the locator information and/or certification are not provided by the Municipality on the date specified herein, the Municipality may not participate in the election on **November 4, 2025**.

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

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

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

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

9. BALLOT CERTIFICATION AND PREPARATION. The Municipality shall provide to the Clerk and Recorder the Municipality's ballot text and translation by no later than **September 5, 2025 at 3:00 p.m.**, which is sixty (60) days prior to the election, pursuant to § 1-5-203(3)(a), C.R.S. The Municipality shall be solely responsible for the language, content, and accuracy of the ballot text pursuant to § 1-5-203(3)(c).

In accordance with § 1-5-407(7), C.R.S., no printing or distinguishing marks shall be on the ballot except as specifically provided in section 1-40-106 (3)(e) to (3)(g) and (3)(j). Additionally, the ballot text shall be submitted by e-mail as an attachment that conforms to the following requirements, to Crissy Jackson at adams.entities@adcogov.org. Ballot questions and issues will be designated a number and a letter after ballot certification.

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

- In Microsoft Word format
- In Arial 10 point font
- No extraordinary formatting (including, but not limited to, text boxes, charts, spreadsheets, strike-outs, strike-throughs, or symbols)
- Blank lines will be removed if using bullet points.
- Ballot issue title and text shall be provided in all caps.
- All contests must include the “term of office” and “vote for #” information.

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

An audio recording of all candidate names for the Municipality’s portion of the ballot must be provided by having candidates call (720) 523-6046 and follow the recorded instructions by no later than the ballot certification deadline of **September 5, 2025 at 3:00 p.m.**

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

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

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

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

ARTICLE III: TABOR

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

If the Municipality is required to prepare a TABOR notice for any ballot issue(s), the Municipality shall be solely responsible for its preparation, accuracy, and the language contained therein, and shall submit such notice, including pro and con summaries and fiscal information, and the required

translations to the Clerk and Recorder by no later than **September 22, 2025 at 3:00 p.m.**, which is forty-three (43) days prior to the election, pursuant to § 1-7-904, C.R.S. Such notice, including pro and con summaries and fiscal information, shall be submitted by e-mail as an attachment that conforms to the following requirements, to Crissy Jackson at adams.entities@adcogov.org.

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

- in Microsoft Word format
- in Arial 10 point font
- with no extraordinary formatting (including but not limited to text boxes, charts, spread sheets, strike-outs, strike-throughs, bolding, or symbols)
- Blank lines will be removed if using bullet points.

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

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

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

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

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

ARTICLE IV: COSTS

The Municipality shall reimburse the County for its prorated share of the actual costs of the election, as permitted under § 1-7-116(2)(b), C.R.S., including the costs associated with the mailing of the TABOR notice package (if applicable). Such proration shall be made based upon a formula of active registered voters within each entity participating in the election. The prorated actual costs shall include those expenses permitted by state law including, but not limited to, the costs of temporary labor, part-time labor, overtime, postage, equipment delivery, extraordinary equipment rental, printing, legal publications, mailings, materials, voter service and polling center if applicable, election worker expenses, and other costs. There may be

additional factors, for example anticipated voter turnout, that may affect this cost estimate. A multi-page ballot is possible and will result in additional costs. Actual costs may include charges for extraordinary ballot question length if said length results in increased printing costs. Minimum election cost is \$100.

For the 2025 election, it is estimated that costs to the Municipality will be approximately \$2.00 per active registered voter in the Municipality. This is an estimate only.

Pursuant to C.R.S. § 1-7-118(2), costs associated with conducting an election using instant runoff voting will be additional, including but not limited to costs related to election setup licensing costs pursuant to section 1-5-603(2), programming, ballot design, additional voter information and education, and tabulation. It is estimated that the costs for conducting the election using instant runoff voting will be an additional \$ 0.20 per active registered voter in the Municipality. This is an estimate only.

TABOR notice costs will be additional and will be billed for printing based on the number of pages utilized by the Municipality. TABOR notice costs will be based on the number of active registered voter households in the Municipality. There is a \$100 TABOR notice cost for entities with 1,000 voters or less. The TABOR notice cost for entities with 2,000 voters or less is \$500. Fees for Municipalities with more than 2,000 voters are based on proportional actual costs. In the event the Municipality has a mandatory recount, the Municipality will be responsible and charged for the actual cost incurred by the Clerk and Recorder for conducting the recount.

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

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

ARTICLE V: CANCELLATION OF THE ELECTION

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

ARTICLE VI: DAMAGES

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

ARTICLE VII: CONDUCT OF THE ELECTION

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

ARTICLE VIII: MISCELLANEOUS

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

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

For the Clerk and Recorder:

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

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

For the Municipality:

DYLAN A. GIBSON
CITY OF COMMERCE CITY
7887 E 60TH AVE COMMERCE CITY, CO 80022

CITY OF COMMERCE CITY, COMMERCE CITY, CO 80022

Phone: **303-227-8791**

Facsimile:

Email: **dgibson@c3gov.com**

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

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

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

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

CLERK AND RECORDER
ADAMS COUNTY, COLORADO

Josh Zygielbaum

Date

Approved as to form:

Adams County Attorney's Office

CITY OF COMMERCE CITY

FOR THE MUNICIPALITY:

Name: DYLAN A GIBSON

Date

Title: CITY CLERK

ATTEST:

Date

Approved as to form:

Attorney for the Municipality

Exhibit A

Ballot Text Examples

Contests

“District” “Office”

“Term of Office”

“(Vote for #)”

“Candidate names in upper and lower case”

Ballot Questions

“District” Question “#”

“Ballot Title”

“Print ballot question in upper and lower case text.”

Ballot Issue

“DISTRICT” BALLOT ISSUE “#”

“BALLOT TITLE”

“PRINT BALLOT ISSUE IN ALL UPPERCASE TEXT.”

Exhibit B

Important Election Dates

2025 Election Activity Deadlines		
July 25, 2025	Municipality notifies Clerk of intent to participate	100 days before Election Day
July 31, 2025	Clerk provides Municipality with street locator file for review	96 days before Election Day
August 25, 2025	Municipality notifies Clerk of street locator file corrections	71 days before Election Day
August 26, 2025	Deadline for voter education campaign, if necessary	70 days before Election Day
August 26, 2025	Deadline for Municipality to sign IGA	70 days before Election Day
September 5, 2025	Municipality certifies street locator file	60 days before Election Day
September 5, 2025	Municipality files ballot content with Clerk	60 days before Election Day
September 5, 2025	Municipality provides audio recording of candidates' names to Clerk	60 days before Election Day
September 22, 2025	Municipality certifies TABOR content to Clerk, if applicable	43 days before Election Day
October 3, 2025	Clerk mails TABOR notice to voters, if applicable	30 days before Election Day
October 13, 2025	Clerk begins mailing ballots to all eligible voters, to be completed by October 17, 2025	22 days before Election Day
November 4, 2025	Municipality office must be available 7 a.m. - 7 p.m. to assist Clerk and voters, if necessary	Election Day
November 26, 2025	Clerk completes the canvass and certifies election results	22 days after Election Day

Exhibit C

TABOR Notice Example

[JURISDICTION NAME]
TO: ALL REGISTERED VOTERS
NOTICE OF ELECTION TO [XXXXXXXX XXXXX]

Election Date: Election Hours: Tuesday, November 4, 2025
7:00 AM – 7:00 PM

Local Election Office: Name of Municipality Designated Election Official
Municipality Name
Street Address, City, State Zip
Phone Number

Ballot title and text of Ballot Issue #:
[BALLOT ISSUE TEXT EXACTLY AS IT APPEARS ON BALLOT IN ALL CAPS]

Fiscal Information

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

Overall percentage change in fiscal year spending
over the five-year period from 20xx to 20xx xxxxx%

Overall dollar change in fiscal year spending
over the five-year period from 2020 through 2024: \$ xxx,xxx

[Additional sections/tables as needed]*

Please do not use underscore line or footnote for *
Type only the * and comment

Summary of Written Comments For Ballot Issue:
Limited to 500 words, or “No comments were filed by the constitutional deadline.”

Summary of Written Comments Against Ballot Issue:
Limited to 500 words, or “No comments were filed by the constitutional deadline.”