



MEMORANDUM

MEETING TYPE: BOCC

MEETING DATE: 08/22/2023

ITEM NAME: 2023 Election IGA between HC & Huerfano RE-1 School District

SUBMITTED BY: Christiana Camacho, Election Specialist, Erica Vigil Clerk & Recorder

SUMMARY: IGA between HC & Huerfano RE-1 School District so RE-1 SD can coordinate with HC to be on the Nov 2023 Ballot.

RECOMMENDATION: Motion to approve and sign IGA between HC and Huerfano RE-1 School District so RE-1 SD can be on the Nov 2023 Ballot.

BACKGROUND: By statute, Intergovernmental Agreements (IGA's) must be signed between the county and the municipality or special district that intends to participate on the county's ballot. Election will be held on Tuesday November 7, 2023.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

INTERGOVERNMENTAL AGREEMENT
CONCERNING ELECTION SERVICES
BY AND BETWEEN
HUERFANO COUNTY CLERK AND RECORDER
AND
HUERFANO RE-1 SCHOOL DISTRICT

THIS AGREEMENT is made effective this 17th day of July 2023, between the Huerfano County Clerk and Recorder ("**Clerk**") and Walsenburg RE-1 School District ("**Public Entity**").

The Public Entity desires to participate in the November 7th, 2023 Coordinated Election pursuant to its statutory authority; and

An Agreement concerning the preparation, conduct and actual of a Coordinated Election is required pursuant to C.R.S. Title 1. This agreement shall be signed no later than August 29th, 2023, pursuant to C.R.S. Title 1.

The Clerk has agreed to perform certain Coordinated Election services set forth herein in consideration of the performance by the Public Entity of its obligations and payment of a fee as set forth herein .

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

I. DUTIES OF THE CLERK

The Clerk, Erica Vigil, whose telephone number is (719) 738-2380, is the "Contact Officer" to act as the primary liaison with the Public Entity for the purposes of the Election.

The Clerk agrees to perform the following duties, or such other duties as may be mutually agreed upon by the parties in writing, in connection with the Election.

A. Preparation for the Election

1. Provide the Public Entity with a street locator file from the Clerk's voter registration system, if requested.
2. Assist and inform the Public Entity on any matter that could reasonably further the efficient preparation and conduct of the election. The Clerk shall not provide legal advice.
3. Manage all voter records and correspondence in accordance with Title 1, Colorado Revised Statutes, Election Rules of the Colorado Secretary of State and policy directives of the Colorado Secretary of State.
4. Supply, deliver and set up all necessary items for the conduct and preparation of the Election.

5. Certify and determine the compensation of election judges. If requested by the Public Entity, provide a list of election judges; train election judges prior to the Election, including specific instruction in the secure operation of the election equipment.
6. Place and certify the ballot content in accordance with the law prepare printed ballots. The Clerk reserves the right to print only the ballot issue identifying information on the ballot and the ballot title on a separate sheet of paper or any other form of ballot as directed by the Colorado Secretary of State. To avoid ballot space issues, the Clerk requests that each issue and question be no more than 250 words.
7. Provide, no later than twenty days before the Election, **October 18, 2023**, notice by publication of an election pursuant to C.R.S. Title 1. Such notice shall satisfy the publication requirement for all political subdivisions participating in the Election pursuant to C.R.S. Title One.
8. Conduct all required tests and audits of the voting system prior to and after the Election pursuant to C.R.S. Title 1 and Secretary of State Election Rule 11.
9. Establish backup procedures and a backup site for the counting of votes at the Election, should the counting equipment become unavailable during the count.

B. Conduct of the Election

1. Coordinate the proper number and location of Voter Service Polling Centers (VSPCs). All VSPCs shall be accessible to electors with disabilities.
2. Provide for the security and processing of all mail ballots and provide for the verification of signatures on the self-affirmation on the return envelope.
3. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.
4. Provide provisional ballots to electors who qualify under C.R.S. Title 1 and provide a telephone number that provisional voters may call to inquire if their provisional ballot was counted.
5. Provide properly trained personnel for the preparation and conduct of the Election and at the tabulation center on Election Day/Night to certify unofficial results.
6. Preserve all election records for at least twenty-five (25) months after the Election.
7. Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount per statute, or if requested by an interested party.

C. Election Costs

1. Keep an accurate account of all Election costs including but not limited to supplies, printing costs, legal notices, judges labor and other expenses attributable to the Clerk's administration of the Election for the Public Entity.
2. The Clerk shall charge the Public Entity for its portion of the costs for the Election incurred by the Clerk for that Public Entity up to and including the date of cancellation of the Election if applicable.
3. The Clerk shall submit to the Public Entity an invoice for all expenses incurred under this Agreement.
4. The cost of any recount(s) will be charged to the Public Entity or if more than one Public Entity is involved in the recount the cost will be prorated among the participation Public Entities.

D. TABOR Notice

1. If the Public entity is required to prepare TABOR notice for any ballot issue(s) the Clerk will be responsible for the coordinating and preparing the consolidated TABOR notice for all entities. The Clerk shall do so in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules of the Colorado Secretary of State.
2. Charge of the Public Entity for all expenses for the preparation, printing, labeling, and postage for the TABOR notice. Said expenses shall be prorated among all Public Entities participating in the TABOR notice. Such proration shall be based, in part upon the number of persons registered to vote within such Public Entity.
3. Mail to each household voter in Huerfano County the TABOR notice no less than thirty days, **October 18, 2023**, prior to the Election pursuant to Colorado Constitution Article 1, Section 20(3)(b) The Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address where one or more active registered voters of the Public Entity reside. Nothing herein shall preclude the Clerk from sending the TABOR notice of the Public Entity to persons other than electors of the Public Entity if such sending arises from the Clerk's efforts to mail the TABOR notice at least cost.

II. Duties of the Public Entity

The Public Entity has designated Tara Burke, whose telephone number is: (719) 738-1529 ext. 2000, as its Designated Election Official ("DEO") The DEO shall act as the primary liaison between the Public Entity and the Clerk.

If the Public Entity encompasses territory within other counties, the Agreement shall apply only to that portion of the Public Entity within Huerfano County.

The Public Entity shall perform the following duties in connection with the Election.

A. Preparation of the Coordinated Election

1. If applicable, post/or publish any other legal notices required pursuant to relevant provisions of the Uniform Election Code of 1992 as revised (C.R.S. Articles 1-13 of Title 1) or the Colorado Municipal Code of 1965, §31-10-101, *et seq.*, C.R.S., or C.R.S. Article 31 of Title 32, School District Director Election, as amended, except as otherwise provided herein.
2. Be solely responsible for determining whether a ballot issue, question, or candidate is properly placed before the voters.
3. If applicable reviews the information contained within the street locator file and certify accuracy, as well as any changes, additions, or deletions to the file. The certification of the street locator file shall be made in writing no later than **September 8th, 2022 at 4:00 p.m.** to the Clerk. If the certification is not made by the date specified herein, the Public Entity may not participate in the Election.
4. If applicable, any proposed Public Entity not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator identifying all "high/low" ranges for street addresses within the proposed Public Entity no later than **August 29th, 2023 at 4:00 p.m.** to the Clerk. Once the information has been entered into the Clerk's voter registration system, the DEO shall review the information contained in the street locator file and shall certify its accuracy as well as changes, additions, or deletions no later than **September 8th, 2023 at 4:00 p.m.** to the Clerk. If the certification is not provided by the date herein, the Public Entity may not participate in the Election.
5. Provide the Clerk with a copy of the ordinance or resolution stating that the Public Entity will participate in the Election in accordance with the terms or conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Public Entity or other designated person to execute this Agreement.
6. Provide a certified copy in an email attachment to evigil@huerfano.us and to ccamacho@huerfano.us, at the earliest possible time pursuant to C.R.S. Title 1, no later than sixty days before the Election, **September 8th, 2023 at 4:00 p.m.**, of the ballot content (candidates, issues, and question) to the Clerk exactly as and in the order in which it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues, and/or ballot questions shall be final. The Clerk will not be responsible for making any changes after the certification.
7. Proofread and approve the Public Entity's ballot content for printing within one (1) business day of receipt from the Clerk. The Public Entity shall provide an email address and fax number, and designate a person to be available for proofing and approving content for ballot printing. Due to limited printing ability and time constraints, the Public must provide contact information for someone who is available from 9:00 a.m. to 4:00 p.m. from **September 8th, 2023 until September 23rd, 2023**, or until final approval of printing ballots has been reached. The Clerk agrees to keep all contact personnel informed of ballot printing status. The Public Entity has designated **Tara Burke**, whose

phone number is, (719) 728-1520 ext. 2000, fax number is 719-738-3148, and email is tburke@huerfano.k12.co.us

8. If requested by the Clerk, provide person(s) to participate in ballot counting, recount and testing/auditing of voting equipment used in the Election. The Public Entity personnel may participate in various boards with personnel from the Clerk's office to ensure Public Entity's participation in each of the electronic vote tabulating procedures that shall be used. The person(s) provided by the Public Entity must be registered to vote in Huerfano County.
9. Notify the Clerk if it is a municipality which has provided by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965 with respect to the Election and to forthwith provide a copy of said ordinance or resolution to the Clerk.
10. In the event that the Public Entity resolves not to participate in the Election, notice of such resolution shall be provided to the Clerk immediately. The Public Entity shall within thirty (30) days promptly pay the Clerk the full costs of the activities of the Clerk relating to the Election, including without limitation production and mailing costs, incurred both before and after the Clerk's receipt of such notice. The Public Entity shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the code) and, if the Public Entity is a special district in the office of the Division of Local Government. The Public Entity shall not cancel the election after the twenty-fifth (25th) day prior to the Election, October 13, 2023, C.R.S. Title 1.

B. Conduct of the Election

1. The Public Entity shall immediately notify the Clerk of any Election contest that is initiated and shall keep the Clerk apprised of the need to retain Election records for use in such a contest.

C. Election costs

There is no minimum fee for election services.

1. The Public Entity's proportional share of costs shall be based on the County expenditures relative to the Election and the number of electors per entity.
2. The Public Entity avers that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
3. If it is determined that the Clerk and the Election must be moved to a backup site, all related costs shall be paid by the Public Entity (shared with any other Public Entity whose ballots are being counted during the Election in the timeframe using the backup procedures and site).
4. Promptly pay the invoice submitted to the Public Entity by the Clerk.

5. Pay additional or unique Election costs resulting from Public Entity delays and/or special preparations or cancellations relating to the Public Entity's participation in the Election

III. Additional Agreements

1. In the event a court of competent jurisdiction finds the Election for the Public Entity was void or otherwise fatally defective as a result of the sole breach or failure of the Clerk to perform in accordance with this Agreement or laws applicable to the Election, the Public Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the Public Entity to the Clerk under this Agreement. The Clerk shall in no event be liable for any expenses, damages, or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to the Public Entity under this Agreement.
2. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges, immunities to the parties, their officers or employees may possess, except as expressly stated in this Agreement.
3. Time is of the essence under this Agreement. The statutory timeframes or requirements of the code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement.
4. Should any part of this Agreement be declared invalid by a court of competent jurisdiction of the State of Colorado, such invalidation shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

**HUERFANO COUNTY, COLORADO
CLERK AND RECORDER**

Date: _____

Erica Vigil

**BOARD OF COUNTY COMMISSIONERS OF
HUERFANO COUNTY, COLORADO**

Date: _____

John Galusha, Chair

HUERFANO RE-1 SCHOOL DISTRICT

Date: 08/03/2023

Tara Burke

Tara Burke