



Date: July 19, 2021

Dear Superintendent LeBlanc-Esparza,

The Archuleta County Election's Office has received your correspondence regarding your participation in the November 2, 2021 Coordinated General Election. Enclosed, please find a copy of the following items:

- Intergovernmental Agreement (IGA)
- Contact Information Page
- TABOR Notice Instructions
- Important Dates

**Intergovernmental Agreement** – The Intergovernmental Agreement (IGA) must be signed and returned to the Archuleta County Election's Office. Please note: Only the original IGA has been provided. Please return it to the Election's Office after it has been signed by the appropriate representative of the District. Once the IGA has been signed by the County Clerk, a copy will be returned to you for your records.

**Contact Information Page** – Please complete this portion of the IGA. This will assist the Election's Office in communicating and planning election activities.

**TABOR Notice Instructions**- This part outlines tasks and deadlines regarding the preparation of TABOR Notices, if applicable.

**Important Dates**-We have included a reference page for important election deadlines.

Please also remember to provide us with a copy of the resolution stating that the District has adopted the Code and that the District will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement.

Please feel free to contact the Election's Office at (970) 264-8331 should you have any questions.

# **INTERGOVERNMENTAL AGREEMENT**

BETWEEN

**ARCHULETA COUNTY CLERK & RECORDER**



AND

**ARCHULETA SCHOOL DISTRICT #50 JT**

Regarding the Conduct and Administration of the

**NOVEMBER 2, 2021**

**COORDINATED GENERAL ELECTION**

**THIS AGREEMENT** is made by and between the Archuleta County Clerk & Recorder of Archuleta County, State of Colorado, (hereinafter referred to as the "County"), the Archuleta County Board of Commissioners, (hereinafter referred to as the "Board"), and the Archuleta School District #50 JT (hereinafter referred to as the "District") collectively as the "Parties"; and

**WHEREAS**, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13.5 of Title 1, C.R.S.), school districts are included in the county elections in order to reduce taxpayer expenses; and

**WHEREAS**, C.R.S. 1-7.5-102 provides for mail ballot elections at the county level; and

**WHEREAS**, such agreements are authorized by Colorado law.

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

1. This election shall be conducted as a Coordinated Mail Ballot Election in accordance with the Uniform Election Code of 1992 (Articles 1-13.5 of Title 1, C.R.S.). The election participants shall be required to execute agreements with Archuleta County for this purpose and may include municipalities, school districts, and special districts within the Archuleta County limits and the State of Colorado.
2. The Archuleta County Clerk and Recorder shall be designated as the Chief Election Official (hereinafter "CEO").

**FURTHER**, the Parties agree as follows:

## **SECTION I. PURPOSE AND GENERAL MATTERS**

### **1.01 DEFINITIONS**

- A. "**Chief Election Official**" (hereinafter "CEO") means the County Clerk and Recorder who shall act as the coordinated election official and/or chief election official as defined within the Code and Rules and, as such, shall conduct the election for the District for all matters in the Code and the Rules which require action by the CEO.
- B. "**Colorado Election Code**" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1-13.5 of Title 1, C.R.S.) or any other Title of C.R.S governing participating District's election matters, as well as the Colorado Constitution and the State of Colorado Secretary of State (SOS) Rules.
- C. "**Coordinated Election**" means an election where more than one District with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Chief Election Official for all Districts.
- D. "**Contact Officer**" means a person who shall act as the primary liaison or contact between

the District and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the District and the procedures to be completed by the County Clerk hereunder.

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

F. **“IGA”** means Intergovernmental Agreement between the County and the District for election coordination.

G. **“District”** means those Districts or local governments participating in the Coordinated Election under the terms of this Agreement.

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

I. **“Post-Election Audit”** means such audit as set forth in SOS Rule 11.3.3.

J. **“SOS”** means State of Colorado Secretary of State.

K. **“SOS Election Calendar”** means the most recent election calendar as published on the SOS website located at [www.sos.state.co.us](http://www.sos.state.co.us).

L. **“SOS Rules”** means State of Colorado Secretary of State Rules.

## **1.02 JOINT RESPONSIBILITIES**

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

B. Nothing herein shall be deemed or construed to relieve the CEO or the District from their official responsibilities for the conduct of the election.

C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.

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

## **1.03 DISTRICT LIMITATION**

A. The District encompasses territory within Archuleta County. This Agreement shall be construed to apply only to that portion of the District within Archuleta County.

B. Where the District is entirely contained within Archuleta County, the CEO has authority in setting ballot order and number. When the District is split among more than one county, the District agrees to coordinate with the CEO of the DEO of the lead county prior to agreeing with the DEO on ballot order or numbering.

## **SECTION II RESPONSIBILITIES**

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

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

- A. Give assistance and information to the DEO of the District on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).
- B. Designate a "Contact Officer" with the specific duty of assisting with the election of the District (such oversight shall not preclude such Contact Officer from assisting with the elections of other Districts or from performance of other tasks as delegated by the CEO).
- C. The Contact Officer shall provide to the District's Designated Election Official (as defined above) such advice (not including legal advice) and oversight as may help in the conduct of the District's election.
- D. Adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.
- E. Ensure that candidates have complied with provisions of the Fair Campaign Practices Act prior to placing them on the ballot.
- F. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.
- G. Lay out the text of the official ballots in a format that complies with the Code.
- H. Provide ballot printing layouts and text for proofreading and signature approval by the District prior to final ballot printing.
- I. Mail the ballot packets as required by the Code.
- J. Provide special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA).
- K. Provide provisional ballots to electors who qualify under C.R.S. 1-8.5-101. Provide a phone number and website address that provisional voters may check to inquire if their provisional

ballot counted.

- L. Appoint, instruct, oversee and administer the payment of the judges of the election.
- M. Coordinate, instruct and oversee the Board of Canvassers.
- N. Prepare and run the required Logic and Accuracy tests.
- O. Publish and post the required legal notices pursuant to C.R.S. 1-5-205(1). Notice shall be published for the District's ballot issues, ballot questions, and/or candidates.
- P. CEO will refer members of the press to the DEO regarding specific questions about candidates or ballot questions.
- Q. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment and the facility to conduct the ballot tabulation.
- R. Conduct and oversee the process of counting the ballots and reporting the results by District (Style).
- S. Conduct a recount of the ballots where the final ballot tabulation results for the District are close enough to require a recount by law, or if not required by statute, upon the request of the District, for any reason. In either scenario, the cost of the recount will be charged to the District. If more than one District is involved in the recount, the cost will be pro-rated among the participating Districts equally.
- T. In conjunction with the District, prepare and run the required Risk Limiting Audit before certifying election results.
- U. Conduct a canvass of the votes and certify the results of the District's election within the time required by law and forthwith provide the District with a copy of all election statements and certificates which are to be created under the Code.
- V. Submit to the District an itemized invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the District shall remit to the County the total payment.
- W. Preserve all Coordinated Election records for at least twenty-five (25) months after the Coordinated Election.

**2.02 THE DISTRICT SHALL PERFORM THE FOLLOWING TASKS IN  
RELATION TO SAID ELECTION**

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

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

C. Identify immediately to CEO if District is shared by any additional counties. Procedures will be followed as per SOS Rule § 4.2 to determine controlling county for purpose of setting up shared races, issues, and questions in coordinated elections. SOS Rules are available for review at [www.sos.state.co.us](http://www.sos.state.co.us).

D. The District shall provide the CEO with a copy of the resolution stating that the District has adopted the Code and that the District will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement. The resolution shall further authorize the presiding officer of the District or other designated person to execute this Agreement.

E. The signed IGA must be returned to the CEO on or before the date as shown on the Important Date's page. This is to allow time for your Board to review and sign the IGA before the statutory deadline.

F. District is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per C.R.S. 1-40-105(3).

G. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the District to a person designated by the District. The DEO shall have staff available to the CEO; and also shall reply to the originator of such substance and operations questions within a reasonable time after being notified of the same by the CEO. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response.

H. Determine the ballot title and text.

I. Certify, if applicable, the candidates, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the Election's Office) in a Microsoft Word format on or before the close of business, 4:00 p.m. on the date supplied on the Important Date's page. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates, ballot issues, and/or ballot questions shall be final and the County will not be responsible for making any changes after the certification, except those prescribed by statute. We will not accept text with bold, italic, underline, bullets tables or indentations. All caps are reserved for TABOR issues per Code.

J. District should verify with each candidate that they have provided the phonetic pronunciation of their name to the CEO to assist in the preparation of the audio ballot at the time ballot content is certified to the County.

K. District must indicate whether question(s) are a referred measure or an initiative from a

citizen petition. The District understands and agrees that any ballot content submitted to the CEO after the above noted date may result in their candidates, issues, or questions not being on the ballot. In such event, the District will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. The District shall also reimburse the full and actual costs of the activities of the CEO relating to the election.

L. Proofread the layout and text of the District's portion of the official ballot and provide written notice of acceptance before the printing of the ballots. The CEO prefers such acknowledgement to be made within 30 minutes but no later than 4:00 p.m. the day of receipt of the ballot to be proofed. Timeline depends on vendor need.

M. Prepare, hand-count and deliver to the CEO, the test deck supplied by the CEO and tally sheet of ballots for testing the electronic vote counting equipment by the date and time requested.

N. Provide support on the day of the Election via telephone and in person, should the need arise, from 7:00 a.m. until counting of the ballots is completed. Designated contact person for the District must be provided upon execution of this Agreement.

O. Within 24 hours of the final ballot tabulation the DEO will notify the CEO whether or not a recount is desired by the District. The District shall reimburse the County for the full cost of the recount if the recount is not considered an "automatic" recount according to statute.

P. Within thirty (30) days from the date of receipt of such invoice, the District shall remit to the County the total payment.

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

### **SECTION III CANCELLATION OF ELECTIONS**

#### **3.01 CANCELLATION OF ELECTION BY THE DISTRICT**

A. In the event the District is allowed by law to cancel the election, notice by resolution shall be provided to the CEO immediately. The District shall be liable for the full actual costs of the activities of the CEO relating to the election incurred both before and after the CEO's receipt of such notice. The District shall provide and post notice by publication as defined in the Code. In the event that the District resolves not to hold the election after the last day to certify ballot content, the text provided by the District cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

### **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) immediately upon receipt of confirmation that a fax was received or (4) immediately upon confirmation of email receipt 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: Kristy Archuleta  
Archuleta County Clerk & Recorder  
Election's Office  
449 San Juan St.  
PO Box 2589  
Pagosa Springs, CO 81147  
970-264-8331  
Fax 970-264-8562  
karchuleta@archuletacounty.org

To District: Dr. Kym LeBlanc-Esparza, Superintendent  
Archuleta County School District #50 JT  
309 Lewis St.  
P O Box 1498  
Pagosa Springs, CO 81147  
970-264-2228  
Fax 970-264-4631

### 4.02 TERM OF AGREEMENT

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

### 4.03 AMENDMENT

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 District 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 as published in the SOS Election Calendar 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 the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), C.R.S. §§ 24-10-101 to -120, or otherwise available to the County or the District. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the District 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 District and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

#### **4.10 DEFAULT**

Should the District fail to comply with the terms and conditions of this Agreement, the County Clerk shall have no obligation whatsoever to perform the services identified herein to conduct and administer a Coordinated Election for said District.

#### **4.11 ATTACHMENTS**

- A. The following attachments are incorporated herein by this reference.
- a. Contact Information List
  - b. TABOR Notice Instructions
  - c. Important Dates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on

the latest date noted below.

(Seal)

Board of County Commissioners  
Archuleta County, Colorado

Attest:

\_\_\_\_\_  
Deputy Clerk to the Board

\_\_\_\_\_  
Alvin Schaaf, Chair

Clerk and Recorder  
Archuleta County, Colorado

\_\_\_\_\_  
Kristy Archuleta

Archuleta County School District #50 JT

\_\_\_\_\_  
\_\_\_\_\_(Name)

\_\_\_\_\_  
\_\_\_\_\_(Title)



## ARCHULETA SCHOOL DISTRICT #50 JT CONTACT INFORMATION LIST

Designated Election Official \_\_\_\_\_

District's Name \_\_\_\_\_

DEO Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Represented by \_\_\_\_\_

Attorney/Law Firm \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Per the Intergovernmental Agreement, please indicate the District's representative(s) that will participate in the following:

1. Election Day Telephone Support for inquiries (7:00 a.m. to completion of counting)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Ballot Counting Observation

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_



## ARCHULETA COUNTY CLERK & RECORDER CONTACT INFORMATION LIST

Chief Election Official: Kristy Archuleta, County Clerk & Recorder  
449 San Juan St, PO Box 2589  
Pagosa Springs, CO 81147  
[karchuleta@archuletacounty.org](mailto:karchuleta@archuletacounty.org)  
970-264-8331 phone, 970-264-8562 fax

Contact Officer: Tomi Bliss, Election Administrator  
449 San Juan St, PO Box 2589  
Pagosa springs, CO 81147  
[tbliss@archuletacounty.org](mailto:tbliss@archuletacounty.org)  
970-264-8331 phone, 970-264-8562 fax

Kristy Archuleta, Clerk & Recorder	970-264-8331	970-749-4158	<a href="mailto:karchuleta@archuletacounty.org">karchuleta@archuletacounty.org</a>
Tomi Bliss, Election Administrator	970-264-8331	970-398-0553	<a href="mailto:tbliss@archuletacounty.org">tbliss@archuletacounty.org</a>
Todd Weaver, County Attorney	970-264-8410		<a href="mailto:tweaver@archuletacounty.org">tweaver@archuletacounty.org</a>



## TABOR Notice Instructions 2021 Coordinated Election

The Ballot Issue Notice, also known as the TABOR Notice is a publication required by the Colorado State Constitution for ballot issues that call for increases in the tax rate or government debt. Colorado Constitution Article X, Section 20, requires the production of a mailed notice (“TABOR Notice”) regarding certain ballot issues and/or ballot questions that will be submitted to the electors of the County and the District.

### **ARCHULETA COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:**

- A. Determine the “least cost” method for mailing the TABOR Notice packet and determine the portion of such cost to be applied to the District.
- B. Invoice the District for expenses for the preparation, printing, labeling and postage for the TABOR Notice. Expenses shall be divided accordingly among participating entities requiring the TABOR Notice.
- C. Create the TABOR Notice according to law and forward a proof to each District participating in the election for approval prior to printing.
- D. Mail a TABOR Notice to each household addressed to “All Registered Voters” as required by law.

### **DISTRICT SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:**

- A. Determine ballot issue notice text and title in accordance with Art. X, Sect. 20, (3).
- B. Accept written comments concerning ballot issues in accordance with C.R.S. § 1-7-901.
- C. Summarize the filed comments in favor of and in opposition to the ballot issue for the ballot issue notice in accordance with C.R.S. § 1-7-903.
- D. Provide content of the District’s TABOR Notice via email in Microsoft Word on or before the deadline as shown on the Important Date page.
  - a. Due to the tight turnaround time, this submission is the FINAL submission.
- E. Upon receipt of TABOR proof from CEO, proofread the District’s portion of the layout and text and provide acceptance via email, no later than 120 minutes after receipt of the TABOR proof.
- F. The District shall defend and resolve, at its sole expense, all challenges relative to the TABOR Notice to the County for inclusion in the TABOR Notice package.
- G. The District shall pay a prorated amount for the costs to produce and mail the TABOR Notice. This amount will be based, in part, upon the number of persons registered to vote within each District.

# SAMPLE TABOR NOTICE

(May be used as a template)

“ALL REGISTERED VOTERS”

Select a title:

NOTICE OF ELECTION TO INCREASE TAXES

NOTICE OF ELECTION TO INCREASE TAXES ON A REFERRED MEASURE

NOTICE OF ELECTION TO INCREASE TAXES/INCREASE DEBT ON A REFERRED MEASURE

NOTICE OF ELECTION TO INCREASE TAXES/INCREASE DEBT ON A CITIZEN PETITION

## **ARCHULETA COUNTY ELECTION'S OFFICE**

**449 San Juan St.**

**PO Box 2589**

**Pagosa Springs, Colorado, 81147**

**Telephone: (970) 264-8331**

Election Date: November 2, 2021

Election Hours: 7:00 A.M. to 7:00 P.M.

### **Archuleta County School District 50 JT**

Designated Election Official:

Robyn Bennett, Executive Assistant

309 Lewis Street, Pagosa Springs, Colorado 81147; (970) 264-2228

Ballot Title and Text:

Summary of written comments FOR ballot issue:

-or “No comments were filed by the constitutional deadline”

Summary of written comments AGAINST ballot issue:

-or “No comments were filed by the constitutional deadline”



## 2021 Coordinated Election- Important Dates

Event	Date
Deadline for Political Subdivisions to notify County Clerk of intent to participate	Friday, July 23
Deadline to Sign IGA's	Tuesday, August 24 (Need for BoCC approval by Tuesday, August 17)
Last day for the DEO to certify the ballot content to the County Clerk	Friday, September 3
Last day to file Pro/Con statements with the DEO to be included in the Ballot Issue Notice (TABOR)	Friday, September 17
Deadline to send mail ballots to military and overseas electors	Saturday, September 18
Last day DEO to deliver ballot issue notices to the County Clerk (TABOR)	Monday, September 20
Last day to mail notice of election for ballot issue	Friday, October 1
First day a County MUST be able to issue a mail ballot to a voter who requests one in person at the County Clerk's Office	Friday, October 1
First day mail ballots may be sent to voters	Monday, October 11
Last day for the CEO to publish notice of the Coordinated Election	Wednesday, October 13 (We will publish on Thursday, October 7 in the Pagosa Sun)
First day Voter Service and Polling Centers must be open (At least 8 days before and on Election Day, except for Sundays)	Monday, October 25
Election Day Coordinated Election Polls open 7:00 AM to 7:00 PM	Tuesday, November 2
Deadline for County Clerk to send missing signature, signature verification, and missing ID letters for mail and provisional ballots	Thursday, November 4
Last day for ballots cast by military and overseas electors to be received by the County Clerk	Wednesday, November 10
Last day for verification and counting of provisional ballots	Friday, November 12
County must finish tabulating all ballots cast by voters	Friday, November 12
Deadline to Complete Risk Limiting Audit	Tuesday, November 23
Last Day to Complete the Canvass and Submit Official Abstract of Votes Cast	Friday, November 26