

**ORDINANCE NO. 16-2024**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
ALAMOSA COUNTY FOR CONDUCT OF THE NOVEMBER 5, 2024  
COORDINATED ELECTION FOR PRESENTATION OF REFERRED BALLOT ISSUES**

**WHEREAS**, the City Council intends to submit questions of the allowance of medical and retail marijuana and the imposition of sales and excise taxes thereon within the City of Alamosa; as well as a question regarding a Charter amendment to amend the requirements for citizen initiated petitions, to the electors of the City at the November 5, 2024 election; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to conduct a coordinated election pursuant to the Uniform Election Code of 1992 for the election scheduled for November 5, 2024 and intends to adopt a resolution formalizing that decision; and

**WHEREAS**, an Intergovernmental Agreement is required pursuant to CRS 1-7-116(2) to specify the duties and responsibilities in conducting a coordinated election;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Alamosa as follows:

**Section 1.**     Approval of Intergovernmental Agreement. The Intergovernmental Agreement attached to this Ordinance is hereby adopted and approved, and the Mayor is directed to execute the Agreement on behalf of the City of Alamosa.

**Section 2.**     General Repealer. All other acts, orders, ordinances, resolutions, or portions thereof in conflict with the sections adopted in this Ordinance, are hereby repealed to the extent of such conflict.

**Section 3.**     Recording and Authentication. This ordinance, immediately upon its passage, shall be authenticated by the signatures of the Mayor and City Clerk, recorded in the City book of Ordinances kept for that purposes, and published according to law.

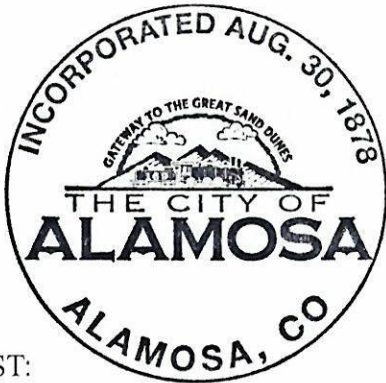
**Section 4.**     Publication and Effective Date. This ordinance shall take effect ten (10) days after publication following final passage. Publication both before and after final passage shall be by the title of this ordinance, which Council determines constitutes a sufficient summary of the ordinance, together with the statement that the full text of the ordinance is available for public inspection and acquisition on the City's website and in the office of the City Clerk.

**Section 5.**     Declaration of Public Interest. This ordinance is necessary to preserve the peace, health, safety, welfare, and to serve the best interest of the citizens of the City of Alamosa, Colorado.

**Section 6.**     NON-Codification. The City Clerk is directed to ensure that the provisions of this ordinance **ARE NOT** codified in the Code of Ordinances of the City of Alamosa.

**INTRODUCED, READ AND APPROVED** on first reading the 7<sup>th</sup> day of August, 2024, and ordered published by title and reference as provided by law with notice of a public hearing to be held for consideration of the adoption of said ordinance on the 21<sup>st</sup> day of August, 2024, at 7:00 p.m., or as soon thereafter as the matter may be heard, or on such subsequent date to which the public hearing or Council consideration may be continued.

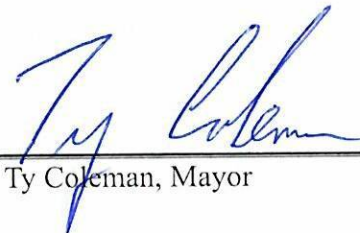
**APPROVED, AND ADOPTED** after public hearing the 21<sup>st</sup> day of August, 2024.



ATTEST:

  
Holly C. Martinez, City Clerk

CITY OF ALAMOSA

By   
Ty Coleman, Mayor

## INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

This Intergovernmental Agreement concerning responsibilities for the November 5, 2024, Election is entered into by the Alamosa County Clerk and Recorder, hereafter referred to as "County Clerk" and the City of Alamosa, hereafter referred to as "District", collectively as the "Parties". The Parties agree to cooperate and contract for the purpose of conducting the 2024 General Election.

### WITNESSETH

**WHEREAS**, pursuant to C.R.S. §1-7-116(2), as amended, the County Clerk and the District will enter into an agreement for the administration of their respective duties concerning the conduct of the coordinated election to be held on November 5, 2024 ("Election"); and

**WHEREAS**, the County Clerk and the District are authorized to conduct elections as provided by law;

**WHEREAS**, the County Clerk will conduct the Election as a "Mail ballot election" as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the current Colorado Secretary of State Election Rules, as amended ("Rules");

**WHEREAS**, the District has certain ballot race(s), ballot issue(s) and/or ballot question(s) to present to its eligible electors and will participate in this Election; and

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

### ARTICLE I PURPOSE AND GENERAL MATTERS

#### A. Goal.

The purpose of this Agreement is to set forth the respective tasks and cost in order to conduct the Election.

#### B. Coordinated Election Official.

The County Clerk is the "Coordinated Election Official" ("CEO") in accordance with the Code and Rules and will conduct the Election for the District.

The Election Supervisor, Terri Carver, whose telephone number is 719-589-6681, is the "Contact Officer" to act as the primary liaison between the County Clerk and the District. The Contact Officer will have primary responsibility for the coordination of the Election with the District.

#### C. Designated Election Official.

The District designates Holly C. Martinez as its "Designated Election Official" ("DEO") to act as primary liaison between the District and the Contact Officer. The DEO will have primary responsibility for Election procedures to be handled by the District. The DEO will act as the "designated election official" in accordance with the Code and Rules. The DEO will be readily available and accessible during regular business hours, and at other times when notified by the Contact Officer in advance, for the purposes of consultation and

decision-making on behalf of the District. In addition, the DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in the District's election.

**D. Jurisdictional Limitation.**

The District encompasses territory within Alamosa County, Colorado. This Agreement will be construed to apply only to that portion of the District situated within Alamosa County.

**E. Term.**

The term of this Agreement will be from the date set forth above through December 31, 2024 and will apply only to the Election.

**ARTICLE II  
DUTIES OF THE COUNTY CLERK**

**A. Voter Registration.**

Supervise, administer and provide necessary facilities and forms for all regular voter registration sites.

**B. Ballot Preparation.**

1. Layout the text of the ballot in a format that complies with Code and Rules. To avoid ballot space issues, the County Clerk requests each ballot issue and ballot question are not more than 250 words.

2. The County Clerk will assign the letter and/or number of the District's ballot issue(s) or ballot question(s) which will appear on the ballot, and provide this assignment to the District.

3. Provide ballot printing layouts and text for the District's review and signature. If the District fails to provide approval by the required deadline, the content is to be considered approved.

4. Certify the ballot content to the printer(s).

5. Contract for ballots.

**C. Voter Lists.**

Upon request of the District, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in the District.

**D. Election Judges.**

Appoint and compensate a sufficient number of election judges.

**E. Mail Ballot and Walk-in sites.**

1. Provide that mail ballot packets be mailed to every active elector and that the Election will be conducted in accordance with C.R.S. Title 1, Article 7.5.

2. Conduct mail, accessible, and emergency voting. Coordinate the location of walk-in sites.

3. Obtain and provide all ballots and supplies necessary for mail, accessible and emergency voting together with replacement ballots and affidavits and ballots for property owners who live in another Colorado county.

4. Provide all necessary equipment, forms and supplies to conduct the Election, including electronic voting equipment.

**F. Election Day Preparation.**

1. Provide, no later than twenty days before the Election, notice by publication of a Coordinated election in accordance with C.R.S. §1-5-205. Such notice will satisfy the publication requirement for all entities participating in the election pursuant to C.R.S. §1-5-205(1.4).

2. Prepare and run pre-election logic and accuracy testing and required post-election tests and audits of the voting system in accordance with C.R.S. §1-7-509 and Rules.

3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.

4. Conduct post-election audit of voting equipment and vote-counting equipment in accordance with C.R.S. §1-7-509 and Rules.

**G. TABOR Notice.**

1. If the County Clerk is responsible for preparing a TABOR notice, the County Clerk will do so in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Code and Rules.

2. Charge the District for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Said expenses will be pro-rated among all Entities participating in the TABOR notice. Such pro-ration to be based in part upon the number of addresses where one or more active registered voters of the District reside.

3. Coordinate and mail the TABOR notice not less than thirty days prior to the election in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Code and Rules. The County Clerk will determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Alamosa County where one or more active registered voters of the District reside. Nothing herein will preclude the County Clerk from sending the TABOR Notice of the District to persons other than electors of the District if such sending arises from the County Clerk's efforts to mail the TABOR Notice at least cost.

**H. Counting Ballots.**

1. Conduct and oversee the ballot counting process and report the results by District.

2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

3. If it is determined that counting must be moved to an established backup site, all related costs will be paid by the Entities.

**I. Certifying Results.**

1. Appoint, instruct and oversee the board of canvassers.
2. Certify the results of the District's Election within the time required by law and provide the District with a copy of all Election statements and certificates required under Code.
3. If a recount is called for, conduct a recount in accordance with Code.

**J. Recordkeeping.**

1. Pursuant to C.R.S. §1-7-802, store all Election records as required.
2. Keep an accurate account of all Election costs.

**K. No Expansion of Duties.**

Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those set forth in Code or Rules.

**ARTICLE III  
DUTIES OF THE DISTRICT**

**A. Authority.**

Provide the County Clerk with a copy of the ordinance or resolution stating that the District will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution will further authorize the presiding officer of the District or other designated person to execute this Agreement.

**B. Call and Notice.**

1. Publish all notices relative to the Election as required by Code, Rules, the District's Charter and any other statute, rule or regulation.
2. Mail notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within Alamosa County or counties where the District is located.

**C. Petitions, Preparation and Verification.**

Perform all responsibilities required to certify any candidate or initiative petition to the ballot.

**D. Ballot Preparation.**

1. Be solely responsible for determining whether a ballot race, ballot issue, or ballot question is properly placed before the voters.
2. Pursuant to C.R.S. §1-5-203(3) (a), provide a certified copy of the ballot content (races, issues and questions), address library approval, and completed ballot certification template by email to [elections@alamosacounty.org](mailto:elections@alamosacounty.org), at the earliest possible time and in any event no later than sixty days before the election, September 6, 2024 at 4:00 p.m., The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots.

3. The certified list of ballot race(s), ballot issue(s) and/or ballot question(s) submitted by the District will be final.

4. Proofread and approve the District's ballot content for printing within one business day of receipt from the County Clerk. The District will provide an email address and designate a person to be available for proofing and approving ballot content for printing. The County Clerk agrees to keep all contact personnel informed of ballot printing status. The District has designated Holly C. Martinez, whose phone is (719) 587-2512, cell is (719) 480-4073 and email is hmartinez@ci.alamosa.co.us

5. Once approval has been received, the County Clerk will not make any changes to the ballot content. If the District fails to provide approval by the required deadline, the content is to be considered approved.

6. Provide audio recording of the proper pronunciation of any candidate name certified to the County Clerk. Please see exhibit B.

7. The District will defend and resolve at its sole expense all challenges relative to the ballot race(s), ballot issue(s) and/or ballot question(s) as certified to the County Clerk for inclusion in the Election.

#### **E. Election Participation.**

If requested by the County Clerk, provide person(s) to participate and assist in the Election process. The person(s) provided by the District must be registered to vote in Alamosa County.

#### **F. Property Owners.**

1. Notify and provide information and materials to property owners where an eligible elector may vote at any walk-in site or make application for a mail-in ballot specific to that district to be voted on and filed with the County Clerk. C.R.S §32-1-806, C.R.S §1-7-104.

2. The District will be responsible for obtaining its property owner list(s) from the County Assessor's office in accordance with C.R.S. §1-5-304.

3. Electors who own property within the district in Alamosa County but who reside and are registered to vote in another Colorado county may vote in person or may request a mail ballot from the County Clerk.

#### **G. TABOR Notice.**

1. If the District is responsible for preparing a TABOR notice for any ballot issue(s), the District will do so in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Code and Rules.

2. The District will be solely responsible for calculating and providing to the County Clerk any fiscal information necessary to comply with TABOR. The County Clerk will in no way be responsible for the District's compliance with TABOR or the accuracy of the fiscal information.

3. The process of receiving written comments relating to ballot issue(s) and summarizing such comments, as required by TABOR, is the sole responsibility of the District.

4. The District will be solely responsible for its preparation, accuracy and the language contained therein, and will submit such notice, including pro and con summaries and

fiscal information, to the County Clerk no later than September 23, 2024 at 4:00 p.m., pursuant to C.R.S. §1-7-904. Such notice will be provided to the County Clerk as an email attachment to [elections@alamosacounty.org](mailto:elections@alamosacounty.org).

5. The certified text, summary of comments and fiscal information submitted by the District will be final.

6. Proofread and approve the District's TABOR content for printing. The District will provide an email address and designate a person to be available for proofing and approving TABOR content for printing. Due to time constraints, the District must provide contact information for someone who is available from 8:00 a.m. to 4:00 p.m. from September 23, 2024 until September 25, 2024, or until the TABOR notice is mailed. The County Clerk agrees to keep all contact personnel informed of TABOR printing status. The District has designated

Holly C. Martinez, whose phone is (719) 587-2512, cell is (719) 480-4073 and email is hmartinez@ci.alamosa.co.us.

7. Once approval has been received, the County Clerk will not make any changes to the TABOR content. If the District fails to provide approval by the required deadline, the content is to be considered approved.

8. Pursuant to C.R.S. §1-7-906(2), the District will be responsible for mailing the TABOR notice to each address of one or more active registered electors who do not reside within Alamosa County.

#### **H. Cancellation of Election by the District.**

If the District resolves not to participate in the Election, notice will be delivered in writing to the Contact Officer immediately; *provided, however that* the District will not cancel after the 25<sup>th</sup> day prior to the Election, October 14, 2024, pursuant to C.R.S. §1-5-208(2). The District will reimburse the County Clerk for the actual expenses incurred in preparing for the Election. If cancellation occurs after the certification deadline, full election costs may be incurred. The District will provide notice by publication, as defined in Code, of cancellation of the Election and a copy of such notice will be posted at each walk-in site, in the office of the District, in the office of the County Clerk, in the office of the DEO, and, if the District is a special district, in the office of the Division of Local Government.

### **ARTICLE IV COSTS**

#### **A. Election Costs.**

The minimum fee for election services is \$150.00

1. The District's proportional share of costs will be based on County expenditures relative to the Election and the number of electors per District. Costs include, but are not limited to, supplies, printing, postage, legal notices, temporary labor, rentals, and other expenses attributable to the County Clerk's administration of the Election for the District. The District will be charged its pro-rated share of election costs for any software programs used to count voted ballots as well as pre-election and post-election maintenance and on-site technical support.

2. The District affirms that it has sufficient funds available in its approved budget to pay its prorated Election expenses.



3. If it is determined that counting must be moved to an established backup site, the District will be charged its pro-rated share.

4. The cost of any recount(s) will be charged to the District, or if more than one District is involved in the recount, the cost will be prorated among the participating Entities.

5. Upon receipt of the invoice, pay to the County Clerk within thirty days a fee which will be an amount determined in accordance with the formula set forth on Exhibit A. If Exhibit A cannot be completed at the time of the mailing of this Agreement, it will be provided as soon as possible.

6. The District will 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 Election.

#### **B. TABOR Costs.**

The minimum fee for TABOR services is \$50.00.

The District will pay a pro-rated amount for the costs to produce and mail the TABOR notice. Such pro-ration to be based in part on addresses where one or more active registered electors of the District reside.

#### **C. Invoice.**

The County Clerk will submit to the District an itemized invoice for all expenses incurred under this Agreement and the District will remit to the County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.

### **ARTICLE V MISCELLANEOUS**

#### **A. Entire Agreement.**

This Agreement and its Exhibits constitute the entire agreement between the parties as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

#### **B. Indemnification.**

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party, its officials, officers, employees and agents from and against any and all losses, costs (including attorneys' fees), demands or actions arising out of or related to any negligent actions, errors or omissions of the indemnifying party in connection with the transactions contemplated by this Agreement.

In the event a court of competent jurisdiction finds the Election for the District was void or otherwise fatally defective as a result of the sole breach or failure of the County Clerk to perform in accordance with this Agreement or laws applicable to the Election, the District will be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the District to the County Clerk. The County Clerk will in no event be liable for any expenses, damages or losses in excess of the amounts paid under this Agreement. This remedy will be the sole and exclusive remedy for the breach available to the District.

**C. Conflict of Agreement will Law, Impairment.**

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement will be of full force and effect.

**D. Time of Essence.**

Time is of the essence in the performance of this Agreement. The time requirements of Code and Rules will apply to completion of required tasks.

**E. No Third Party Beneficiaries.**

Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties, and nothing contained herein will give or allow any such claim or right of action by any other person or District.

**F. Governing Law; Jurisdiction & Venue.**

This Agreement, the interpretation thereof, and the rights of the parties under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado will have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising will lie in the District Court in and for the County of Alamosa, State of Colorado.

**G. Headings.**

The section headings in this Agreement are for reference only and will not affect the interpretation or meaning of any provision of this Agreement.

**H. Severability.**

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision will be deemed to be severable, and all other provisions of this Agreement will remain fully enforceable, and this Agreement will be interpreted in all respects as if such provision were omitted.

**EXHIBIT B**  
**AUDIO FOR THE DOMINION IMAGE CAST UNIT**

In accordance with Secretary of State Rule 4.6.2, all candidates will provide an audio recording to the County Clerk no later than the last day upon which the District certifies the ballot content, pursuant to C.R.S. §1-5-203(3)(a). The audio recording of the candidate's name will be recorded exactly as it is certified to the County Clerk.

The Alamosa County Clerk and Recorder's office will contact the District if pronunciation guidelines on any ballot race(s), ballot issue(s) and/or ballot question(s) are needed.

Please contact our office at 719-589-6681 if you have any questions or need additional information.

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

ALAMOSA COUNTY, COLORADO  
CLERK AND RECORDER

Date: \_\_\_\_\_

\_\_\_\_\_  
Mari Felix

DISTRICT:

Date: 08/21/2024

NAME OF DISTRICT:

City of Alamosa

(719) 589-2593

District phone number

By: Ty Coleman

Mayor

Title of Authorized Representative  
Signing on behalf of District