

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2019, by and between the Clerk and Recorder for Boulder County (the "Clerk") and the Town Administrator (the "Property Representative") on behalf of the Town of Erie (the "Town"). The Clerk and the Property Representative may be collectively referred to as the "Parties." This Agreement fully replaces and supersedes any previous Intergovernmental Agreement between the Parties addressing mail ballot drop-off boxes.

WHEREAS, the Clerk conducts elections in Boulder County and provides election services to Boulder County voters; and

WHEREAS, to better serve its citizens, the Clerk desires to install stand-alone mail ballot drop-off boxes throughout Boulder County for receipt of mail ballots; and

WHEREAS, the Clerk and the Property Representative agreed that the Clerk may install a mail ballot drop-off box at Star Meadows Park, 777 Flatiron Meadows Boulevard Erie, CO 80516 (the "Property"), which is owned by the Town; and

WHEREAS, pursuant to the Colorado Election Code (COLO. REV. STAT. § 1-1-101, et seq.) and Colorado Secretary of State's Election Rules (8 Colorado Code of Regulations 1505-1), mail ballot drop-off locations must meet certain requirements, including monitoring by an election official or video security surveillance recording system during all times when mail ballot drop-off boxes are open to receive ballots; and

WHEREAS, the video security surveillance recording system for the mail ballot drop-off box on the Property will be located on an adjacent property owned by the Boulder Valley School District; and

WHEREAS, this Agreement is designed to serve the citizens of Boulder County during elections by providing convenient locations for voters to drop off their completed mail ballots; and

WHEREAS, intergovernmental agreements are authorized and encouraged by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

NOW, THEREFORE, in consideration of the recitals, promises, covenants and understandings set forth herein, the Parties agree as follows:

1. Site Location. The Property Representative shall permit the Clerk to install and maintain a mail ballot drop-off box at the Property. The mail ballot drop-off box shall be located on the traffic island in the Southeast parking lot of the Property, as detailed on the map of the Property included as Exhibit A. The mail ballot drop-off box and area immediately around and

below the mail ballot drop-off box, approximately a 4.5-foot by 3.5-foot square, are referred to as the “Premises.”

2. Description of Improvement. The mail ballot drop-off box is referred to as “the Improvement.” The mail ballot drop-off box is a secure location for the deposit of mail ballots.

3. Funding of the Improvement. The Clerk will fund the entire cost for obtaining, installing, and maintaining the Improvement.

4. Use of and Access to the Improvement.

a. Duration of Use of Mail Ballot Drop-Off Box. The mail ballot drop-off box shall be permanently installed on the Premises. However, the mail ballot drop-off box will only be open to receive mail ballots from the time ballots are mailed by the Clerk until Election Day during a general election, a primary election, and any special election. During the period in which mail ballots may be dropped off, the mail ballot drop-off box will be available to voters 24 hours a day.

b. Access to Improvement. The Clerk, as well as the Clerk’s agents and contractors, shall have the right of ingress and egress in, to, through, over, and across the Property for purposes of installing, replacing, repairing, and maintaining the Improvement and for collecting ballots from the mail ballot drop-off box during an election.

c. Schedule for Access. The Parties may establish a schedule before each election setting forth the dates and times that the Clerk’s staff will access the mail ballot drop-off box to collect ballots.

5. Maintenance.

a. During all times that the mail ballot drop-off box is installed on the Premises, the Clerk shall maintain the Premises in good repair at the Clerk’s expense.

b. During all times that the mail ballot drop-off box is installed on the Premises, the Property Representative shall ensure that the Premises are adequately lit.

6. Damage to Premises. The Clerk shall be responsible for repair/replacement of the Property Representative’s property damaged by the Clerk or his/her agents pursuant to this Agreement. The Clerk will be responsible for any damages to persons or property caused by the negligence of the Clerk, the Clerk’s employees, agents, representatives, or other persons acting under the direction or control of the Clerk while at the Property. Notwithstanding any provision to the contrary, nothing in this Agreement will be construed in any way to be a waiver by the Clerk or Boulder County of the protection that is granted to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq.

7. Electioneering. No electioneering, including posting signs or communicating with voters related to an issue or candidate in the election, is permitted within 100 feet of the mail ballot drop-off location when it is open to receive ballots during an election. The Property Representative agrees that the Clerk and Clerk's staff may take steps they deem reasonably necessary to stop or prevent such electioneering. The Property Representative will refrain from erecting or permitting any sign, display, or other demonstration that may, in the judgment of the Clerk, have the effect of influencing or intimidating voters during an election. The Clerk and the Clerk's staff may take the steps they deem reasonably necessary to obscure or remove any such sign, display or other demonstration.

8. Term and Termination. This Agreement shall be for eleven (11) years or until the Clerk or Property Representative notifies the other in writing of their wish to terminate this Agreement. The Property Representative must notify the Clerk of his or her intent to terminate this Agreement at least 120 days prior to any election in order to provide the Clerk sufficient time to establish a new mail ballot drop-box location. Upon termination, the Clerk shall remove the mail ballot drop-box within 90 days and restore the Premises to the condition as near to original condition prior to installation.

9. Notices. Any notices to be provided under this Agreement shall be given in writing and delivered by hand, by email, or deposited in the United States mail with sufficient postage to the addresses set forth below:

To the Clerk:	Boulder County Clerk and Recorder Division of Elections 1750 33 rd Street Boulder, CO 80020 vote@bouldercountyvotes.org
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To the Property Representative:	Malcolm Fleming Town Administrator Town of Erie PO Box 750 Erie, CO 80516 mfleming@erieco.gov
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10. Assignment. No party may assign any of the obligations, benefits, or provisions of this Agreement in whole or in part without the expressed written authorization of the other party, which consent shall not be unreasonably withheld. Any purported assignment, transfer, pledge or encumbrance made without such prior written authorization shall be void.

11. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which shall constitute one and the same agreement.

12. Governing Law. The terms, covenants and provisions herein shall be governed by and construed under the applicable laws of the State of Colorado. For the resolution of any dispute arising hereunder, venue shall be in the courts of Boulder County, State of Colorado.

13. Headings. All section headings are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Entire Agreement. This Agreement represents the entire and integrated agreement between the Clerk and the Property Representative and supersedes all prior negotiations, representations, or agreements, either written or verbal. Any amendments to this Agreement must be in writing and be signed by both parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

CLERK AND RECORDER OF THE
COUNTY OF BOULDER

By: _____
Clerk and Recorder, Boulder County

TOWN OF ERIE

By: _____
Jennifer Carroll
Mayor
Town of Erie

Exhibit A:
Drop-box Site and Camera Location

The **box** site is located on property owned by the Town of Erie.

The **camera** is installed on property owned by Boulder Valley School District.

