

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into effective the ____ day of ___, 2018, by and between the CLERK AND RECORDER FOR WELD COUNTY, of the State of Colorado, whose address is 1400 N 17th Ave, Greeley, Colorado (the "Clerk") and the (Location) Erie Community Center, whose address is 450 Powers Street, Erie, CO (the "Property Representative") (individually as the "Party" or together referred to as the "Parties").

WHEREAS, the Clerk conducts election services throughout Weld County; and

WHEREAS, to better serve its citizens, the Clerk desires to install additional mail ballot drop-off boxes at locations throughout Weld County; and

WHEREAS, pursuant to 8 Colorado Code of Regulations Sec. 1505-1:7.5.1, all mail ballot drop-off locations must be monitored by an election official or video security surveillance recording system; and

WHEREAS, the Clerk and property representative have met and discussed locating a mail ballot drop-off box along with a video surveillance recording system at the location and mutually agreed that the County will install a mail ballot drop-off box and video security surveillance recording system at the (Location) (the "Premises"); and

WHEREAS, the County will provide, install and maintain the mail ballot drop-off box and video security surveillance recording system; and

WHEREAS, intergovernmental agreements are authorized and encouraged by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203 (2004).

NOW, THEREFORE, the Parties hereto agree as follows:

1. Site Location. The property representative hereby grants to the County to install and maintain a mail ballot drop-off box and video security surveillance recording system (the "License").
2. Term and Termination. The term of this Agreement continue until such time when the Clerk or the property representative notifies the other in writing of their wish to dissolve this agreement. Upon termination, the County shall remove the Ballot Box and restore the Premises to the condition as near to original condition prior to installation. This agreement may not be terminated within 60 days of any election.
3. Description of Improvements. The County will install a mail ballot drop-off box, similar to the one pictured in Exhibit A, at a location identified in Exhibit A and a video security surveillance recording system (the "Improvements"). The video security surveillance recording

system will include a video camera and a recording system, and allow for continuous recording during use of the mail ballot drop-off box.

4. Funding of Improvements. The County will fund the entire costs for obtaining, installing and maintaining the mail ballot drop-off box and video security surveillance recording system.

5. Use of Premises.

A. Mail Ballot Drop-Off Box. The County is authorized to install a mail ballot drop-off box at the Premises after the execution of this Agreement.

B. Video Security Surveillance Recording System. The County will install a video security surveillance recording system that includes a camera and a recording system. The video security surveillance recording system shall remain in place, functional and connected to a video recording system pursuant to SOS Rule 20.7.2¹. The County will be responsible for obtaining and retaining the video data.

6. Maintenance.

A. At all times pertinent to this Agreement, the property representative shall maintain the Premises in good repair including the sidewalk, street, curb, and any existing improvements..

B. During all times at which the mail ballot drop-off box and video security surveillance recording systems are installed and in use at the Premises, the County shall maintain such equipment in good repair.

7. Access. The County, its agents and contractors shall have the right of ingress and egress in, to, through, over, and across the Premises for any purpose necessary and at any and all times necessary or convenient to both Parties for the full enjoyment of the rights granted to it in the License granted in this Agreement

¹ 20.7.2 Unless otherwise instructed, the county must make video security surveillance recordings of the areas specified in Rule 20.7.3 beginning at least 60 days before election day and continuing through at least 30 days after election day. If a recount or contest occurs, the recording must continue through the conclusion of all related activity. The recording system must ensure that records are not written over when the system is full. The recording system must provide a method to transfer the video records to a different recording device or to replace the recording media. If replaceable media is used then the county must provide a process that ensures that the media is replaced often enough to prevent periods when recording is not available.

- A. As outlined in Exhibit A, the Clerk shall ensure that all ballots are picked up according to Colorado Statute and Rule
 - a. For the period between when ballots are mailed for an election and Voting Service and Polling Centers open, the clerk will pick up ballots once every 72 hours (SOS Rule 7.5.4²)
 - b. For the period between when Voting Service and Polling Centers open and election day, the clerk will pick up ballots once every 24 Hours. (SOS Rule 7.5.4³)
 - c. For Election day the Clerk will pick up ballots at least twice during this day. (SOS Rule 7.5.4)
- B. As outline in Exhibit A, the Clerk will pick up copies of the recorded video material once per week at the designated time identified in Exhibit A.
- C. The property representative shall identify an individual for the Clerk to contact should the clerk need to obtain copies of the recorded video outside of regularly scheduled times.

8. Damage to Premises. The County shall be responsible for repair/replacement of property damaged by the County 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 Location. Notwithstanding any provision to the contrary, nothing in this Agreement will be construed in any way to be a waiver by Weld 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.

9. 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 Ballot Box when in operation. 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 Ballot Box operating hours. 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.

² 7.5.4 The county clerk must arrange for the collection of ballots by bipartisan teams of election judges from all drop-off locations and receive them into SCORE: (a) At least once every 72 hours after ballots are mailed until the date that voter service and polling centers must open; (b) At least once every 24 hours during the days that voter service and polling centers must be open; and (c) At least twice on election day, at approximately 1:00 p.m. and 7:00 p.m. (d) The county clerk may meet the requirements of this Rule by: (1) Collecting and transporting the ballots to the central counting location for receipt into SCORE; (2) Collecting and transporting the ballots to the nearest voter service and polling center for receipt into SCORE; or (3) Receiving the ballots into SCORE at the ballot drop-off location.

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

To the County: Weld County
Elections Department
1400 N 17th Ave
Greeley, CO 80631

To the _____:
Attn: _____

11. Assignment. The Parties shall have the right and authority to assign to any appropriate local governmental entity any and all rights to use and all obligations associated with the License pursuant to written notice to the other Party.

12. Counterparts. This Agreement shall be executed in two duplicate counterparts, each of which is deemed to be an original.

13. Governing Law. The terms, covenants and provisions hereof 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 Weld County, State of Colorado.

14. 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.

15. Extent of Agreement. This Agreement represents the entire and integrated agreement between the County 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.

16. **Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day of _____, 2018.

ELECTION DIVISION:

By: _____

Printed Name: Carly Koppes

Title: Weld County Clerk and Recorder

FACILITY PROVIDER:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: Julie Cozad

Title: Chairman – Board of Weld County Commissioners

Exhibit A

Map of Location:



Example of 24 Hour Box Likeness:

Large Size Box –



Contact at the (Location):

Name –

Address –

Telephone –

Cellular Telephone –

E-Mail –

Schedule for pick-up of Recorded Video:

To be Determined