
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is dated this ____ day of _____, 2018, by and between the TOWN OF CASTLE ROCK (the “Municipality”), and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, on behalf of the DOUGLAS COUNTY CLERK AND RECORDER (the “County”). The Municipality and the County may be collectively referred to as the “Parties” and each individually as a “Party”.

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18, and Section 29-1-203, C.R.S., the Parties may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each other; and

WHEREAS, the County has agreed to assist the Municipality in the conduct of the Municipality’s special May 15, 2018 election (the “Election”); and

WHEREAS, due to the timing of the 2018 Primary Election and other obligations of the County, the County is unable to fully coordinate the Municipality’s Election, the County desires to provide all reasonable services necessary to train and assist the Municipality to manage and run the Election.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

1. **MUNICIPALITY RESPONSIBILITIES.**

- A. The Municipality shall serve as the Designated Election Official (DEO) for the Election.
- B. The Municipality shall follow their own Election calendar and meet all requirements set forth by the Town of Castle Rock Election Code. The Municipality shall conduct the Election as an all-mail ballot election.
- C. The Municipality will be responsible for the Notice of Election.
- D. The Municipality shall contract with the vendor of their choice for the database programming, creation of the ballot and tabulation of ballots.
- E. The Municipality shall be responsible for contracting with the envelope and ballot print vendor of their choice for printing and mailing of ballots to all eligible electors.
- F. The Municipality shall be responsible for selecting, hiring, and training of elections judges.
- G. The Municipality shall be responsible for conducting the Logic and Accuracy Test, Canvass & Certification meeting, if required under Town of Castle Rock Election Code.

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- H. The Municipality shall be responsible for all postage expenses and use their own or the vendor postage account for related mail ballot expenses.
 - I. The Municipality shall provide the County with sufficient mail ballot packets to issue mail ballot replacements to in person electors.
 - J. The Municipality shall track all ballots mailed out and returned in a method of their choice, or use SCORE to track outgoing and returned Ballots and perform signature verification on all returned ballots.
 - K. The County shall provide the Municipality with access to and use of their 24/7 mail ballot drop boxes located at 100 N. Wilcox Street and 125 Stephanie Place beginning the day the mail ballots are deposited into the mail, until 7:00 pm on Election Day. The Municipality will provide 24-hour video surveillance of the ballot box located at 100 N. Wilcox Street.
 - L. The Municipality shall have access to, and exclusive use of a secured room in the Douglas County Elections Office, at 125 Stephanie Place, Castle Rock, CO 80109 starting on April 20th until the conclusion of the Election or until May 30th, whichever is sooner.
 - M. The Municipality shall maintain all election artifacts (voted ballots, undeliverable envelopes, unvoted ballots, etc) after the Election.
 - N. The Municipality shall reimburse the County for all out of pocket expenses for the Election, including but not limited to the actual cost of services provided outside of normal business operating hours incurred by the County.
 - O. The Municipality shall file all election reports with the proper authorities governing municipal elections.
 - P. The County will make a good faith effort to coordinate with and accommodate the needs of the Municipality for the Election, but the Municipality recognizes that the County facilities may not be available due to circumstances beyond the County's control and the Municipality should make alternate arrangements in advance, in case such circumstances arise.

2. COUNTY RESPONSIBILITIES.

- A. The County shall provide the Municipality with access to and use of their 24/7 mail ballot drop boxes located at 100 N. Wilcox Street and 125 Stephanie Place beginning the day the ballots are deposited in the mail until 7:00 pm on Election Day. The County will provide ballot roundup from both 24/7 mail ballot drop boxes.
- B. The County shall provide ballot box signage for use at all 24/7 ballot boxes.

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- C. The County shall provide 24-hour video surveillance of the ballot box located on County property at the Douglas County Election Office beginning the day the mail ballots are deposited into the mail until 7:00 pm on Election Day.
 - D. The County shall provide the Municipality use and access to the County post office box for ballots returned by mail. The County will provide ballot pickup from the Castle Rock Post Office, 300 E. Miller Ct., Castle Rock, CO 80104.
 - E. The County shall provide contact information for Ballot Database programming, service vendor for ballot printing and insertion services, and a list of experienced election workers.
 - F. The County shall provide the DEO with election support, election set-up in the SCORE voter registration database, daily outgoing mail ballot labels, assistance with ballot return tracking in SCORE, if requested, voter registration services and providing updated list of eligible electors in the Municipality.
 - G. The County will prepare mail ballot labels up to and including the Thursday before the election. Any elector requesting a ballot after the Thursday before election day, must appear in person at the Douglas County Elections Office for a mail ballot replacement.
 - H. Any voter registering or updating their registration, and desires to receive a mail ballot or mail ballot replacement immediately, must do so at the Douglas County Elections Office.
 - I. The County shall provide the Douglas County Elections Office facility, at 125 Stephanie Place, Castle Rock, CO 80109, for use prior to and on Election Day for the receiving and counting of ballots Monday – Friday 8:00 a.m. until 5:00 p.m. and until 10:00 p.m. on Election Day.
 - J. The County shall provide all necessary office equipment required to receive mail ballots and perform signature verification (computer, document scanners, date stampers, barcode scanners, and letter opener) and provide temporary secured storage for returned ballots.
 - K. The County shall provide support via telephone to the municipality as reasonable and necessary prior to Election Day. Election Day telephone support will be from 7 a.m. - 7 p.m.

3. TERM OF AGREEMENT. The term of this Agreement shall continue in full force and effect through May 18, 2018, unless otherwise mutually agreed upon in writing.

4. APPROPRIATION. The Parties' obligations under this Agreement, if any, outside the current fiscal year are conditioned on the prior appropriation of good and sufficient funds for such purpose, pursuant to Section 29-1-110, C.R.S. The Parties affirmatively assert that each has budgeted sufficient funds, as estimated, for its obligations under this Agreement in 2018.

5. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the work specified herein and sets forth the rights, duties, and obligations of each other to the other as of the effective date hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

6. BINDING AGREEMENT. This Agreement shall inure to and be binding on the successors and assigns of the Parties hereto.

7. ASSIGNMENT. The County shall not have the right or power to assign or delegate its duties under this Agreement without the express prior written consent of the Municipality. Any attempt by the County to assign this Agreement without such consent shall be null and void. However, the County shall be allowed to subcontract portions of the work without the prior or subsequent permission of the Municipality.

8. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

9. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal proceedings shall be only in the Douglas County District Court.

10. NOTICES. Except as otherwise provided herein, all notices or reimbursements required to be given under this Agreement and all other notices shall be made as follows:

by the Municipality to: Douglas County Government
Clerk & Recorder's Office, Elections Division
Attn: Elaine Meyer
125 Stephanie Place
Castle Rock, Colorado 80109
303-660-7444
emeyer@douglas.co.us

and by the County to: Town of Castle Rock
Attn: Lisa Anderson
100 Wilcox Street
Castle Rock, CO 80104
303-660-1394
landerson@crgov.com

All notices or documents to be delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party by written notice so provided may change the address to which future notices shall be sent.

11. LINE OF AUTHORITY: Elaine Meyer is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the

work performed by the County under this Agreement. Lisa Anderson is designated as Authorized Representative of the Municipality for the purpose of administering, coordinating and approving the work performed by the Municipality under this Agreement.

12. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT. The Parties hereto understand and agree that the Parties, their 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 other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the Parties. To the extent the CGIA imposes varying obligations or contains different waivers for either or both of the parties, the Parties agree that each 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.

13. 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 Parties, 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.

14. INTEGRATION AND AMENDMENT. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and signed by both Parties.

15. SEVERABILITY. In the event any provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent.

16. RECITALS. All recitals are incorporated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written which shall hereafter be deemed to have an effective date of _____, 2018. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

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TOWN OF CASTLE ROCK

ATTEST:

BY:

David L. Corliss
Town Manager

Lisa Anderson
Town Clerk

APPROVED AS TO FORM:

Bob Slentz
Town Attorney

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

ATTEST:

BY:

David A. Weaver
Board of County Commissioners

Emily Wrenn
Deputy Clerk to the Board

Merlin Klotz
Clerk and Recorder

APPROVED AS TO FISCAL CONTENT: APPROVED AS TO LEGAL FORM:

Andrew Copland
Director of Finance

Lance Ingalls
County Attorney