

**INTERGOVERNMENTAL AGREEMENT
FOR ELECTION SERVICES**

This Intergovernmental Agreement is entered into as of the _____ day of _____, 2024, between The Board of County Commissioners of Summit County, Colorado ("County"), Town of Frisco ("Town"). In consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties agree as follows:

WHEREAS, pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and § 29-1-203, C.R.S., as amended, the Town and County may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, pursuant to § 1-5-303(1) C.R.S. the Summit County Clerk & Recorder is required to certify and make available to the Town's designated election official a complete copy of the list of registered electors of each general election precinct that is located within the county and is involved in an election; and

WHEREAS, The Summit County Clerk & Recorder possesses certain other equipment and information that the Town desires to utilize in the conduct of its election of April 2, 2024; and

WHEREAS, The County is willing to provide certain equipment and information to the Town for its use in the conduct of its election in accordance with the terms of this agreement; and

WHEREAS, the County and the Town have agreed upon a fee schedule related to the County's provision of specified election related equipment and information to the Town; and

WHEREAS, the Town and County have determined it to be in the best financial interest of the citizens of the Town and County for the Town to contract for the use of County election related equipment and information.

NOW, THEREFORE, in consideration of the above and in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties agree as follows:

A. DUTIES OF THE COUNTY CLERK

The Summit County Clerk & Recorder ("County Clerk") will provide the following equipment, information and ministerial election duties relating to the conduct of the Town's Municipal Election to be held on Tuesday, April 2, 2024.

- 1. Certify voter registration lists** to Town Clerk upon written request by the Town Clerk.
- 2. Register electors.**
- 3. Update registration of any eligible elector** within the county who completes a change of address form and submits to the Clerk & Recorder.
- 4. Program and test ballot tabulation equipment** with Dominion support for accuracy by tabulating "TEST" ballots for the Town on agreed upon date with County & Dominion.
- 5. Provide use of Dominion Voting Systems equipment and software**, operated by trained and certified County Clerk staff.
- 7. Supplies:** supplies such as ballot boxes may be loaned by the Town from the County. Supplies such as seals and signs will also be provided by the County Clerk upon request by the Town Clerk, subject to availability of County stock. The County will track supply usage and charge the Towns accordingly after the election cycle for any supplies procured from the County.
- 8. Provide the results** reports and "Unofficial" Abstract of Votes to the Town upon completion of tabulation of all ballots.
- 9. Conduct re-tabulation** of ballots using Dominion Voting Systems tabulation equipment, if required or requested by the Town.

B. DUTIES OF THE TOWN

The Town is solely responsible for ensuring that its Municipal Election is conducted in compliance with all applicable laws, regulations, and rules, including but not limited to the Colorado Municipal Election Code (C.R.S. 31-10-101, et seq.) and for the following election duties relating to such Municipal Election to be held on Tuesday, April 2, 2024.

- 1. Request voter registration lists** in writing to County Clerk.
- 2. The Town Clerk serves as Designated Election Official** of their respective Municipal Election. The Town Clerk must give advanced notice to the County and vendors if the Town Clerk as DEO will be absent during the election cycle and provided with the name and contact information of the person appointed to make decisions in the Town Clerk's absence.
- 3. Certify ballot content** to equipment and print vendors directly.
- 4. Establish and conduct all administrative functions** to conduct a compliant election, except the duties of the County Clerk as listed in section A of this agreement, which will be performed by the County Clerk. These functions include:
 - a. Establish mail-in voting, and Town polling place location(s),
 - b. Appoint election judges/pollworkers,
 - c. Post polling place signs and publish all public notices;
 - d. Utilize secure ballot handling protocols including chain of custody logs, and
 - e. Comply with Colorado Fair Campaign Practices Act filing procedures for Municipal Elections.
- 5. Prepare All Ballots:** Each Town is responsible for printing, preparing, proofing, tallying and ordering of "OFFICIAL" ballots; "TEST" ballots and "SAMPLE" ballots.
 - a. Test Ballot Preparation: Before delivering to County Clerk, each Town must vote "TEST" ballots. Hand count and record a tally of votes cast. "TEST" ballots, along with the hand tally record shall be delivered to the County Clerk as soon as possible after receipt of ballots.
- 6. Provide observer(s) during tabulation** on Election night to remain the entire duration of their Town's ballot tabulation.
- 7. Delivery of and remaining present with ballots** on Election night during tabulation. **Immediate and secure removal of ballots** for Town retention after tabulation is complete.
- 8. Compensate** election judges/pollworkers.
- 9. Appoint Canvass Board** and prepare the "OFFICIAL" Abstract of Votes.
- 10. Reimburse the County Clerk** for costs of services, supplies, and mileage performed or incurred by the County for the Municipal Election. Such payment(s) shall be made either to the County Clerk or directly to such third party vendors or contractors as requested by the County Clerk in her sole discretion. Payment(s) shall be made within thirty days from receipt of the itemized statement(s) from the County. A fee schedule is attached as Exhibit A.
- 11. Preserve the election records** for a period mandated by statute, including election results and who voted reports. Fulfill records requests for such records.

C. GENERAL PROVISIONS

1. The parties understand and agree that:
 - a. The Town is solely responsible for conducting the subject election, ensuring that the election is conducted in accordance with all applicable laws, regulations and rules.
 - b. The County's services described herein to assist the Town in the conduct of the Town's election are purely ministerial in nature.
 - c. The Town has not and shall not request that the County perform any services on the Town's behalf regarding the subject election that are of a discretionary nature.
 - d. The parties have not intended to make or actually made any delegation to the County of the Town's discretionary responsibilities regarding the conduct of the subject election in accordance with all applicable laws, rules and regulations.
 - e. To the extent of the limits of liability established from time to time by the Colorado Governmental Immunity Act (Section 24-10-101, et seq., C.R.S.), the Town shall indemnify and hold the County, its elected officials, employees, agents and volunteers, harmless for all claims, demands, judgments and causes of action (including County's reasonable performance of its services under this agreement; provided, however, Town shall have no obligation under this subparagraph E to the extent any such claim, demand, judgment or cause of action arises through: (i) the reckless or intentional wrongful act of the County, its elected officials, employees, agents, or volunteers, or (ii) County's breach of its obligations under this agreement.
2. The parties expressly rely upon and do not waive the protections and limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as presently stated as it may be amended from time to time.
3. The parties represent that each has the authority to enter into this agreement according to applicable Colorado law, Home Rule Charters and Ordinances, and each represents that the terms and conditions hereof are not in violation of any agreement into which it has previously entered.
4. The agreements and covenants as set forth herein shall be binding upon the Parties, their heirs, successors, and assigns.
5. This agreement and any exhibits hereto represent the entire understanding between the Parties regarding the subject matter herein, and no other agreement, oral or written, made prior to the date of this agreement, which conflicts with the terms of this agreement shall be valid as between the parties.
6. This agreement shall not be modified except in writing executed by all Parties hereto.
7. The failure of either Party to exercise any of its rights under this agreement shall not be a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.
8. This agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado.

9. For the resolution of any dispute arising from this agreement, venue shall be in the courts of Summit County, Colorado.
10. In case one or more of the provisions contained in this agreement shall be declared invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired thereby.
11. It is the intent of the parties to this agreement that they be and remain the sole beneficiaries of this agreement and no other person or party shall be entitled to claim benefits or damages or bring suite or other proceeding against the Town or County because on any term contained in this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement to be effective the day and year first set forth above.

TOWN OF FRISCO

BOARD OF COUNTY COMMISSIONERS
SUMMIT COUNTY, COLORADO

By: _____
Hunter Mortensen, Mayor

By: _____
Dave Rossi, Interim County Manager

ATTEST:

ATTEST:

By: _____
Stacey Nell, Town Clerk

By: _____
Taryn Power, County Clerk & Recorder

EXHIBIT A

ELECTION FEE SCHEDULE

2232 "ACTIVE" Registered Voters in the Town of Frisco as of December 20, 2023.

<u>Type of Cost</u>	<u>Fee Rate</u>
Vehicle Mileage	<u>.67 per mile</u>
Election Supplies	<u>Vendor cost</u>
County Clerk & Recorder Staff	<u>\$50.00 per hour</u> (Per Employee)

Any services performed by the County related to the conduct of the subject election shall be compensated at a rate of \$50.00 per hour, per County employee, unless otherwise negotiated and agreed in writing between the parties prior to the County's actual performance.