

TOWN OF SUPERIOR
RESOLUTION NO. R-47
SERIES 2017


A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BOULDER COUNTY REGARDING A VOTER SERVICE AND POLLING CENTER FOR THE 2018 GENERAL ELECTION

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Intergovernmental Agreement between the Town of Superior and Boulder County regarding a voter service and polling center for the 2018 General Election is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 25th day of September, 2017.

ATTEST



Phyllis A. Hardin
Phyllis A. Hardin, Town Clerk-Treasurer

Clint Folsom
Clint Folsom, Mayor

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this 18th day of September, 2017, by and between the CLERK AND RECORDER FOR BOULDER COUNTY (the "Clerk") and THE TOWN OF SUPERIOR, a Colorado municipal corporation (the "Town") (each a "Party" and collectively the "Parties"). This Agreement fully replaces and supersedes any previous Intergovernmental Agreement between the Parties addressing Voter Service & Polling Centers ("VSPC").

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

WHEREAS, to better serve its citizens, the Clerk desires to open Voter Service & Polling Centers throughout Boulder County during the 2018 General Election;

WHEREAS, the Clerk and the Town agreed that the Clerk may open a Voter Service & Polling Center at the Superior Town Hall ("Town Hall") at 124 East Coal Creek Drive, Superior, CO 80027 ("Property"), which Property is owned by the Town;

WHEREAS, this Agreement is designed to serve the citizens of Boulder County during elections by providing convenient locations for voters to cast In-person ballots, receive replacement ballots, register to vote, and vote using equipment and facilities for persons with disabilities; 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 Description. The Town permitted the Clerk to open and operate a Voter Service & Polling Center at the Property. The Voter Service & Polling Center is located in the Town Hall Council Room, referred to as the "Premises."

2. Use of and Access to Premises.

a. Use of Premises. The Town will provide access to and use of the Premises by the Clerk and the Clerk's staff, election judges, and election officials during the VSPC Hours of Operation. The Town will permit access to the Premises for individuals desiring to vote during the VSPC dates and times established by the Clerk within the VSPC Hours of Operation, including those in line to vote prior to closing of the polls on Election Day. The Town further acknowledges and understands that election activities by third parties may take place at or near the location, and such activities shall be permitted so long as they comply with applicable election law and do not unduly interfere with day-to-day operations at the Premises.

- Exclusive Use of Premises
 - Friday, November 2, 2018 through Thursday, November 8, 2018
- VSPC Hours of Operation
 - Monday, November 7 from 8:00AM – 6:00PM
 - Tuesday, November 8 from 7:00AM – 7:00PM

b. Access to Premises. The Town will allow election personnel to change the locks for the area or secure storage in the Premises used for the VSPC while in use by Boulder County Elections. Only elections personnel will possess the key. Elections personnel will be responsible for opening and closing the area during VSPC Hours. While elections personnel are participating in the set-up process, only elections personnel will be permitted in the VSPC. Boulder County Elections will return all locks that were changed to the original locks.

c. Operational Conduct. The Clerk and the Clerk’s staff will take all reasonably necessary steps to ensure that election operations at the Premises will be peaceful, orderly, and not disruptive of any business, educational, or religious activities at the Premises.

d. Post-Election Clean-up. The Clerk will take appropriate steps to ensure that Clerk’s staff, election judges, and election officials at the Premises will properly dispose of all trash and expendable items related to the election and generally return the Premises to pre-election condition.

3. Usage Fee. As a civic service for the benefit of the People of Colorado and for consideration in the amount of \$50.00, the sufficiency of which is hereby acknowledged by the Town.

4. Signage. The Town will permit the Clerk to affix signs at the Premises as follows:

- At least 20 days before the VSPC opens, signs identifying the location as a VSPC;
- Other election-related signs as needed by the Clerk, including but not limited to directional signs and those indicating the 100-foot electioneering limit.
- The Clerk will remove all signs posted by the Clerk and the Clerk’s staff by Thursday, November 8, 2018.

5. Damage to Premises. The Clerk shall be responsible for repair/replacement of the Town's property damaged by the Clerk or the Clerk's 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, Boulder

County or the Town of the protections that are granted to the County, the Town and their agents, representatives and employees under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq.

6. 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 Voter Service & Polling Center location during hours of operation at the time of an election. The Town agrees that the Clerk and Clerk's staff may take steps they deem reasonably necessary to stop or prevent such electioneering. The Town will use its best efforts to prevent the installation of 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.

7. 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 Clerk:	Boulder County Clerk and Recorder Division of Elections 1750 33 rd Street Boulder, CO 80020
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To the Town:	Town of Superior Attn: Town Clerk 124 East Coal Creek Drive Superior, CO 80027
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8. 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.

9. 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.

10. Governing Law. The terms, covenants and provisions of this Agreement 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.

11. 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.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between the Clerk and the Town 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: *Hilary Hall*
Clerk and Recorder, Boulder County

TOWN OF SUPERIOR

By: *Clint Folsom*
Clint Folsom, Mayor

ATTEST:



Phyllis L. Hardin
Phyllis L. Hardin, Town Clerk

The seal is circular with a double-line border. The outer ring contains the text "THE TOWN OF SUPERIOR" at the top and "COLORADO" at the bottom, separated by two stars. The center of the seal contains the word "SEAL" in large, bold, capital letters.