

TOWN OF SUPERIOR
RESOLUTION NO. R-8
SERIES 2022

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 2022 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 2022 General Election is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 24th day of January, 2022.

DocuSigned by:
Clint Folsom
03847D2E402D482...

Clint Folsom, Mayor

ATTEST: DocuSigned by:
Patricia Leyva
43DC4CB2FC674BB...

Patricia Leyva, Town Clerk



Voter Service and Polling Center Use Agreement 2022 General Election

This Voter Service and Polling Center Use Agreement (“Agreement”) is made by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Boulder County Clerk and Recorder (the “Clerk”) and Mayor Clint Folsom (the “Property Representative”), on behalf of Town of Superior for the use of Superior Town Hall (“the Location”) as a Voter Service and Polling Center (“VSPC”) during the 2022 General Election. The Location will be used during the dates and times described below (“VSPC Hours”):

Exclusive Use of Room

- Wednesday, November 2, 2022 through Friday, November 11, 2022

Set-Up of VSPC within Location

- Wednesday, November 2, 2022 through Sunday, November 6, 2022

Days and Hours of Operation of VSPC

- Monday, November 7, 2022 through Tuesday, November 8, 2022
 - Monday, November 7, 2022 8:00AM to 6:00PM
 - Tuesday, November 8, 2022 7:00AM to 7:00PM

Take Down of VSPC within Location

- Wednesday, November 9, 2022 – Friday, November 11, 2022

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 Property Representative, the Clerk and the Property Representative agree as follows:

1. The Property Representative will provide access to and use of the Location by the Clerk, the Clerk’s staff, election judges, and election officials during the VSPC Hours. If additional access is required for weekend set-up or take down, this will be arranged in advance with the Property Representative. The Property Representative will permit access to the Location for individuals desiring to vote during the VSPC dates and times established by the Clerk within the VSPC Hours, including those in line to vote prior to closing of the polls on Election Day. The Property Representative 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 Location.

2. The Clerk or the Clerk’s employees will change the locks for the area in the Location used for the VSPC by the Clerk. The Clerk or the Clerk’s employees will notify the Property Representative when the locks will be changed so the Property Representative may be present. The Clerk will also notify the Property Representative of how many keys they will need. An extra key will be made for emergency purposes only and will be kept by the Property Representative in a secured key cabinet. Access to and use of the emergency key must be authorized by the Property Representative or their designee.

Otherwise, only the Clerk or the Clerk's employees will possess the key(s). The Clerk or the Clerk's employees will be responsible for opening and closing the area during VSPC Hours. While the Clerk and/or the Clerk's employees are participating in the Set-Up of the VSPC, only the Clerk's employees will be permitted in the VSPC. The Clerk shall incur all costs associated with the lock changes, including labor and any materials not previously provided by the Clerk.

3. The Property Representative will permit the Clerk to affix signs at the Location as follows:

- a. At least 20 days before the VSPC opens, signs identifying the location as a VSPC;
- b. Other election-related signs as needed by the Clerk, including but not limited to directional signs and those indicating the 100-foot electioneering limit.

4. The Property Representative understands that electioneering, including posting signs or communicating with voters related to an issue or candidate in the election, is not permitted within 100 feet of the Location when voting is permitted. Pursuant to C.R.S. 1-13-714, the term "electioneering" includes campaigning for or against any candidate who is on the ballot or any ballot issue or ballot question that is on the ballot. "Electioneering" also includes soliciting signatures for a candidate petition, a recall petition, or a petition to place a ballot issue or ballot question on a subsequent ballot. The Property Representative agrees that the Clerk and the Clerk's staff may take the steps they deem reasonably necessary to stop or prevent such electioneering.

Pursuant to C.R.S 1-5-105(4), when a polling location is within a multi-use building, "the 'building' is considered the room in which ballots are cast, any waiting room or hall where electors wait to vote, as well as a primary corridor where electors walk to an interior polling location or drop-off location, and the designated exterior door to multi-use building in which the polling location is located."

5. 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 interfering or intimidating voters during VSPC Hours. The Clerk and the Clerk's employees may take the steps they deem reasonably necessary to obscure or remove any such sign, display or other demonstration.

6. The Property Representative will ensure that the Location has appropriate heating, ventilation, network and internet access, and power for the duration of this Agreement.

7. The Clerk and the Clerk's employees will take all reasonably necessary steps to ensure that election operations at the Location will be peaceful, orderly, and not disruptive of any business activities at the Location.

8. The Clerk will remove all signs posted by the Clerk and the Clerk's staff by Wednesday, November 9, 2022.

9. The Clerk will take appropriate steps to ensure that Clerk's employees, including election judges and election workers at the Location will properly dispose of all trash and expendable items related to the election and generally return the Location to pre-election condition.

10. 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 either Party of the protection that is granted to the Clerk or the Property Representative and their respective employees under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq.

11. The term of this agreement is November 2, 2022 to November 11, 2022.

12. The Clerk shall make the payment of \$50 to the Property Representative no later than September 13, 2022.

13. The Clerk shall not be liable to Property Representative for any special, consequential, incidental, punitive, or indirect damages arising from or relating to this contract, regardless of any notice of the possibility of such damages. The Clerk's aggregate liability, if any, arising from or related to this contract, whether in contract, in tort, or otherwise, is limited to and shall not exceed the amounts paid or payable hereunder by the Clerk to the Property Representative.

14. Each party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. 24-10-110, et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S 24-10-114, as amended.

The Parties have entered into this Agreement this 24th day of January, 2022.


Molly Fitzpatrick
Boulder County Clerk and Recorder

DocuSigned by:

03847D2E402D482...

Property Representative

Attest:

DocuSigned by:

43DC4CB2FC674BB...

Town Clerk