

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 13
SERIES 2021**

**A RESOLUTION APPROVING A LETTER OF AGREEMENT BETWEEN THE
LAKE COUNTY CLERK AND RECORDER AND THE CITY OF LEADVILLE
REGARDING THE CONDUCT OF A COORDINATED ELECTION TO BE
HELD ON NOVEMBER 2, 2021**

WHEREAS, November 2, 2021 is a designated coordinated election date under state law;
and

WHEREAS, the City of Leadville (“City”) intends to participate in the November 2, 2021
election; and

WHEREAS, pursuant to Section 1-7-116(5), C.R.S., the City notified the Lake County
Clerk and Recorder in writing of its intent to participate in the November 2, 2021 election; and

WHEREAS, pursuant to Section 1-7-116(1), C.R.S., if more than one political subdivision
holds an election on the same day in November and the eligible electors for each election are the
same of the boundary overlap, the county clerk and recorder shall conduct the elections on behalf
of all political subdivisions; and

WHEREAS, Section 1-7-116(2), C.R.S., states that the political subdivisions for which
the county clerk and recorder will conduct the coordinated election shall enter into an agreement
with the county clerk and recorder, which agreement shall be signed no later than seventy days
prior to the election; and

WHEREAS, the City Council of the City of Leadville wishes to enter into such an
agreement with the Lake County Clerk and Recorder regarding the conduct of a coordinated
election on November 2, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Leadville, Colorado as follows:

Section 1. The Leadville City Council hereby:

- (1) Approves the Letter of Agreement between the City and the Lake County Clerk and Recorder for the conduct of the November 2, 2021 election (“Agreement”) in substantially the same form as attached hereto as **Exhibit 1**;
- (2) Authorizes the City Clerk and any other City staff, as needed, to take the actions necessary to coordinate the 2021 election;

- (3) Designates the Deputy City Clerk as the City's Election Official for the City for the 2021 coordinated election;
- (4) Specifically approves the expenditure of the City's share of the actual costs of the coordinated election to be paid to the Lake County Clerk and Recorder pursuant to the Agreement; and
- (5) Authorizes the Mayor to execute and the Deputy City Clerk to attest the Letter of Agreement on behalf of the City.

Section 2. Effective Date. This Resolution shall take effect upon its adoption by the City Council.

CITY OF LEADVILLE, COLORADO:

By: _____


Greg Labbe, Mayor

ATTEST:


Deanne Smith
Deputy City Clerk

ADOPTED by a vote of 6 in favor and 0 against, and 0 abstaining, this 1st day of June, 2021.

EXHIBIT 1
LETTER OF AGREEMENT

[See attached agreement]

LETTER OF AGREEMENT

This Letter of Agreement (“Agreement”) shall serve as the intergovernmental agreement between Lake County, Colorado, by and through the County Clerk and Recorder (hereinafter referred to as “County Clerk”) and the City of Leadville (hereinafter referred to as “City”) for the 2021 coordinated election.

PURPOSE: Pursuant to the terms of this agreement, the County Clerk and the City agree to participate in the Coordinated Election on November 2, 2021. The purpose of the agreement is to set forth the responsibilities of the County Clerk and the City in the conduct and finance of the election. This election shall be held under the provisions of Title 1 of the Colorado Revised Statutes (“Election Code”).

JURISDICTIONAL LIMITATION: If the City encompasses territory in more than one county, this Agreement shall be construed to apply only to that portion of the district within Lake County. The City shall notify the County Clerk if any portion of its boundaries includes property in another county.

DESIGNATION OF OFFICIALS: The County Clerk shall serve as the Designated Election Official, as that term is defined in the Election Code, for all political subdivisions involved in the Coordinated Election. The City shall designate a “City Election Official” who shall act as the primary liaison or contact between the City and the County Clerk for the Coordinated Election. The City Election Official is the City’s Deputy Clerk.

VOTING PRECINCTS & VOTER SERVICE & POLLING CENTER LOCATIONS:

Voting precincts and Voter Service and Polling Center locations will be established and designated by the County Clerk. Voter Service & Polling Center signs will be purchased and posted by the County Clerk at least ten (10) days [1-5-205(1.3) and 1-1-106(5), C.R.S.] prior to the election.

APPOINTMENT OF JUDGES: All Election Judges shall be appointed and trained by the County Clerk.

LEGAL NOTICE: Any legal notice of election which is required to be given to the electorate of the City according to the Election Code, other than the notice required at least twenty (20) days prior to the election according to [1-5-205(1) C.R.S.], shall be the responsibility of the City.

PETITIONS: The City shall directly manage the responsibilities defined in C.R.S. § 1-4-901 through -912 for all candidate petitions for all local election races held by the City, including but not limited to reviewing the petition format, receiving petitions that are filed, verifying voter identity, determining petition sufficiency, notifying candidates of petition sufficiency, and responding to protest filings and cures, if applicable. Notwithstanding the foregoing, if the City’s Election Official becomes a candidate for an office during the 2021 Coordinated Election, the County shall manage the responsibilities set forth in this paragraph for the office for which the City’s Election Official is a candidate, and the City will be responsible for the remaining City offices and related candidate petitions.

BALLOT CONTENTS: In accordance with Colorado law, the ballot contents must be certified to the County Clerk by the City, in its exact and final form, no later than 5:00 p.m. on September 3, 2021 [1-5-203(3)(a) C.R.S.]. The list of questions must be typed exactly as it is to appear on the

ballot including the correct order. The City assumes all responsibility and cost for any judicial proceedings regarding whether or not issues legally belong on the ballot. For issues, specify the title of the text, and the order of the issues. The City has the responsibility to proof and approve the layout and text of the sample/absentee/official ballots before authorizing the printing of the ballots. From time of receipt of proof, the City has 24 hours to proof, sign and return to the County Clerk.

RECEIVING OF WRITTEN COMMENTS AS COVERED BY SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION (hereafter referred to as

Amendment 1): The process of receiving written comments, including petition representatives' summary of comments, and summarizing such comments, as required by Amendment 1, shall be solely the responsibility of the City Election Official.

PREPARATION AND MAILING OF NOTICES FOR BALLOT ISSUES: The City shall certify a final and exact summary of comments concerning its ballot issues to the County Clerk no later than the Tuesday before the 45 days before the election (5:00 p.m. on September 14, 2021 [1-7-904 C.R.S.], for inclusion in the ballot issue mailing as required by Amendment 1. The County Clerk shall coordinate the text for the ballot issue mailing for all participating Lake County political subdivisions into one notice. Ballot issue mailing shall be prepared and mailed by the County Clerk in accordance with Amendment 1.

MAIL BALLOT ELECTION: Lake County will be conducting a Mail Ballot Election. The ballots will be mailed no sooner than 22 days before the election and no later than 18 days before the election [Section 1.7.5-107(3)(a)(1), C.R.S.]. Ballots will be available at the County Clerk's office or the office designated in the Mail Ballot Plan no sooner than 22 days to the election [Section [1-75.-107(3)(a), C.R.S.].

ABSENTEE AND REPLACEMENT BALLOTS: All requests for absentee ballots shall be transmitted to and processed by the County Clerk at 505 Harrison Avenue, P. O. Box 917, Leadville, Colorado 80461. All completed forms must be returned to the County Clerk.

PREPARATION FOR ELECTION DAY: The County Clerk shall be responsible for preparing and printing the sample/absentee/official ballot. The County Clerk shall also be responsible for providing, preparing and delivering voting equipment and supplies to all polling place locations.

TEST DECK: The City shall provide a representative to witness and initial the results of the three runs of the test deck. These tests are run one day prior to the election, just before the ballot counting and directly after the ballot count.

TABULATION OF BALLOTS: All processes relating to the tabulation of ballots shall be the responsibility of the County Clerk. The City shall designate one representative to observe the counting of the ballots. An unofficial abstract of votes will be provided to the "City" upon completion of the counting of all ballots.

CANVASS OF VOTES: The County Clerk shall appoint a canvass board, as contemplated by the Election Code, and conduct a canvass of the votes in order to certify the results of the City's election. Such canvass will be completed no later than seventeen (17) days after the Coordinated Election (November 19, 2021 [1-10-102(1) C.R.S. and Rule 11.3.3(f)] as required by law, and official results of the canvass will be provided to all political subdivisions participating in the election. The County Clerk shall provide the City with a copy of all election statements and certificates which

are to be created under the Election Code.

CANCELLATION: In the event that the election is cancelled by the City before Election Day, such notice shall be provided to the County Clerk immediately. The City shall pay its prorated costs of the activities of the County Clerk relating to the election incurred to the date of notification of cancellation. The City shall publish notice of such cancellation in at least one newspaper of general circulation and post it at each voter service and polling center.

STORAGE OF RECORDS: The County Clerk shall store all materials required by the Election Code for twenty-five (25) months in such a manner that the City may access such materials, if necessary, to resolve any challenges or other legal questions that might arise regarding the Coordinated Election.

ALLOCATION OF COST OF ELECTION: The County Clerk shall keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the Coordinated Election. The City shall reimburse the County for the City's share of election costs. The election invoice will be itemized and prorated for the City on the basis of the total number of registered voters within the City. Reimbursement shall be made to the County Clerk within thirty (30) days from the City's receipt of the election invoice from the County Clerk.

NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City and the County, their respective council members, 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 any 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 County or the City. To the extent the CGIA imposes varying obligations or contains different waivers of immunity for cities and counties, both the City and the County 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.

TERM: This Agreement shall be effective upon the date of its mutual execution by the parties hereto and shall terminate upon the date on which both parties have fulfilled their obligations under this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective as of the date of mutual execution written below.

CITY OF LEADVILLE:

By: 

Printed name: GREG LABBE

Its: MAYOR

Date of execution: 6/2/21

ATTEST:

By: 

Printed name: Diane Smith

Its: Deputy City Clerk

Date of execution: 6/2/21

LAKE COUNTY:

By: _____

Printed name: _____

Its: _____

Date of execution: _____

ATTEST:

By: _____

Printed name: _____

Its: _____

Date of execution: _____

