

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 17
SERIES 2023**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE CITY OF LEADVILLE AND LAKE COUNTY
GOVERNMENT FOR THE CONDUCT AND ADMINISTRATION OF THE 2023
COORDINATED ELECTION TO BE HELD NOVEMBER 7, 2023**

WHEREAS, November 7, 2023 is a designated coordinated election date under state law; and

WHEREAS, the City of Leadville (“City”) intends to participate in the November 7, 2023 election; and

WHEREAS, pursuant to Section 1-7-116(5), Colorado Revised Statutes (“C.R.S.”), the City previously notified the Lake County Clerk and Recorder in writing of its intent to participate in the November 7, 2023 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 Government by and through the County Clerk and Recorder for Lake County, Colorado (the “County Clerk”) regarding the conduct of a coordinated election on November 7, 2023.

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 Intergovernmental Agreement by and Between the City of Leadville and Lake County Government for the Conduct and Administration of the 2023 Coordinated Election to Be Held November 7, 2023 (“Agreement”) in substantially the same form as attached as **Exhibit 1**;

- (2) Authorizes the City Clerk and any other City staff, as needed, to take the actions necessary to coordinate the 2023 election;
- (3) Ratifies the Mayor's prior designation of the Deputy City Clerk as the City's Election Official for the City for the 2023 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 Government/Lake County Clerk and Recorder pursuant to the Agreement; and
- (5) Authorizes the City Administrator to execute and the Deputy City Clerk to attest the 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: Laurie K S
Laurie Simonson, City Administrator

ATTEST:

Dorinda Cole
Deputy City Clerk

ADOPTED by a vote of 5 in favor and 0 against, and 0 abstaining, this 15 day of August, 2023. 2 absent

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
LEADVILLE AND LAKE COUNTY GOVERNMENT FOR THE CONDUCT AND
ADMINISTRATION OF THE 2023 COORDINATED ELECTION TO BE HELD
NOVEMBER 7, 2023**

[See attached agreement]

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
LEADVILLE AND LAKE COUNTY GOVERNMENT FOR THE CONDUCT AND
ADMINISTRATION OF THE 2023 COORDINATED ELECTION TO BE HELD
NOVEMBER 7, 2023**

This Intergovernmental Agreement for coordinated election (“IGA”) is made and entered into by and between the City of Leadville (the “Jurisdiction”) and Lake County Government by and through the County Clerk and Recorder for Lake County, Colorado (the “County Clerk”), together “the Parties.”

1. RECITALS AND PURPOSE

1.1 As provided by law, the County Clerk shall conduct an election on behalf of the Jurisdiction, whose election is part of the coordinated election;

1.2 The Jurisdiction is a political subdivision that is authorized to hold an election as provided by law;

1.3 The election to be held on November 7, 2023 (the “Election”) shall be conducted pursuant to the Uniform Election Code of 1992 § 1-13.5-101, C.R.S., *et seq.* (“the Code”) and the Rules and Regulations of the Colorado Secretary of State 8 CCR 1505-1, *et seq.* “Rules Concerning Elections” (“the Rules”) as a “mail ballot election” as defined under § 1-7.5-102, C.R.S.;

1.4 Pursuant to § 1-7-116(2), C.R.S., the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election;

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and non-resident property owners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the Election and provide for a reasonable sharing of the actual costs of the Election among the County, the Jurisdiction and other participating political subdivisions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which are acknowledged, the Parties agree as follows:

2. GENERAL MATTERS

2.1 ***Chief Designated Election Official.*** The County Clerk shall act as the Chief Designated Election Official, hereafter “County Clerk,” in accordance with § 1-1-110, C.R.S. and will be responsible for the administration of the Election as detailed in statutes, the Code, and the Rules.

2.2 **Designated Election Official.** Lake County Clerk and Recorder Tracey Lauritzen will be the primary liaison and contact for the County Clerk. The Jurisdiction designates Deputy City Clerk Hannah Scheer as its “Designated Election Official” (DEO) who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction’s obligations under this IGA. Nothing in this IGA relieves the County Clerk or the Jurisdiction’s Governing Board from their official responsibilities for the conduct or in the holding of the Election as required by law.

2.3 **Term.** The term of this IGA shall be from the date of signing through December 30, 2023.

3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 **Initial ballot layout.** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 3.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The ballot text must be satisfactory to the County Clerk. Furthermore, no content changes by the Jurisdiction shall be allowed after the September 8, 2023 certification of the ballot, without the approval or direction of the County Clerk. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction’s review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the County Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements for return to the County Clerk.

3.2 **Final ballot layout.** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the County Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Jurisdiction’s DEO shall have **no more than four (4) hours** from the time the County Clerk sends the final ballot proofs to perform the final review and proofread. The County Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 **Ballot printing and mailing.** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the Jurisdiction; address a mail ballot packet to each registered elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between October 16, 2023 and October 20, 2023. In cooperation and coordination with the County Clerk, the vendor shall perform the printing, preparation of the ballots for mailing, and the mailing of the ballots. Ballots will be available at the County Clerk's office or the office designated in the Mail Ballot Plan no sooner than twenty-two (22) days to the election [Section [1-75.-107(3)(a), C.R.S.]].

3.4 **Voter Service and Polling Centers.** The County Clerk shall provide Voter Service and Polling Centers from October 30, 2023 through Election Day. The County Clerk will hire and train staff and judges to operate Voter Service and Polling Centers according to § 1-7.5-107(4.5)(a)(I), C.R.S.

3.5 **Additional ballots.** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular, Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), and provisional ballots to registered electors in the manner and method required by the Code. 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.

3.6 **Mail ballots.** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; an inner verification/privacy return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 **Ballot security.** The County Clerk will track ballot inventory and provide security for all ballots as required by the Code.

3.8 **Election Judges.** The County Clerk will appoint, train, provide written and/or online materials to and pay a sufficient number of qualified election judges to receive and process voted ballots.

3.9 **Election Notices.** The County Clerk shall publish all Election notices required by the Code. The Jurisdiction shall not publish any notice related to the Election without first obtaining the approval of the County Clerk. To request approval to publish a notice, the Jurisdiction shall provide the County Clerk with all relevant information related to the proposed publication, including a copy of the proposed notice, at least one (1) week prior to the Jurisdiction's deadline for submitting the proposed notice to the publisher. The Jurisdiction shall bear full responsibility for any Election notices published without the County Clerk's approval and shall comply with all instructions issued by the County Clerk to remedy any incorrect or improper notices.

3.10 **TABOR Notice.** If applicable, the County Clerk, through a vendor, will distribute to all Lake County registered electors' households the printed TABOR Notice submitted by the Jurisdiction along with those of other jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the TABOR Notice Package shall be shared on a prorated basis as further described in Section 5 below. The County Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to the TABOR Notice.

3.11 **Testing.** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code. The Jurisdiction shall provide a representative to witness and initial the results of the three runs of the test deck.

3.12 **Tally.** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The Jurisdiction shall designate one representative to observe the

counting of the ballots. An unofficial abstract of votes will be provided to the Jurisdiction upon completion of the counting of all ballots. The County Clerk will release initial election returns after 7:00 p.m. on the date of the Election. The unofficial results will be published to the State's Election Night Reporting site throughout election night. The County Clerk will count and tally valid cured and provisional ballots on or before 5:00 pm on November 17, 2023.

3.13 ***Certification of results.*** Jurisdictions will be issued a certified statement of results by November 30, 2023.

4. RESPONSIBILITIES OF JURISDICTION

4.1 ***Authorization to Hold Election.*** The Jurisdiction must provide the County Clerk along with a signed copy of this IGA a certified copy of the ordinance or resolution stating that the Jurisdiction will participate in the Election in accordance with the terms and conditions of this IGA. The ordinance or resolution must authorize the presiding officer of the Jurisdiction or other designated person to execute this IGA.

4.2 ***Boundaries of Jurisdiction.*** If any annexations to the Jurisdiction have occurred between November 1, 2019 and the date of the signing of this IGA, the Jurisdiction is responsible for informing the County Clerk in writing by the date of the signing of this IGA.

4.3 ***Ballot content and layout.*** No later than September 8, 2023, the DEO shall certify the ballot order and content for the Jurisdiction and deliver the certified ballot layout to the County Clerk. The ballot layout shall be in a form acceptable to the County Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot measure(s) the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in § 1-5-412, C.R.S. at the Jurisdiction's expense. The County Clerk assigns the ballot measure(s) number(s).

4.4 ***Audio for visually impaired.*** No later than the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall confirm that each candidate has provided a clearly spoken recording of the candidate's name. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall timely make any modifications to the audio recording requested by the County Clerk.

4.5 ***TABOR Notice.*** The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot measure(s) in the manner required by Article X, Section 20 of the Colorado State Constitution by noon on September 22, 2023. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and review of the TABOR Notice. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the TABOR Notice.

4.6 **Final layout.** The Jurisdiction shall timely make any modification to the ballot layout requested by the County Clerk. The Jurisdiction shall review and proofread and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and, if applicable, TABOR Notice **within four (4) hours** of the County Clerk providing the Jurisdiction with the copy to be proofed.

4.7 **Testing.** The Jurisdiction may be asked to provide a person to participate in Logic and Accuracy Tests, which will be scheduled during the week of October 2, 2023.

4.8 **Cancellation of Election by the Jurisdiction.** If the Jurisdiction resolves not to hold the election or to withdraw a ballot measure(s), the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk must be in writing. If by email with email confirmation of receipt from the County Clerk or her designee. The Jurisdiction shall provide proof to the County Clerk of the Jurisdiction's formal action canceling the election or withdrawing a ballot measure(s) as soon as practicable after the Jurisdiction's formal action. The Jurisdiction shall promptly pay the County Clerk the full actual costs relating to the Jurisdiction's election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication in a newspaper(s) of general circulation within the Jurisdiction of such cancellation of the election or withdrawal of ballot measure(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot measure(s) in the office of the County Clerk, and the DEO shall post notice of the cancellation at buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in § 1-5-208, C.R.S.

4.9 **Canvass.** 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 twenty-two (22) days after the Coordinated Election (November 29, 2023 [1-10-102(1) C.R.S.] 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.

4.10 PROVISIONS UNIQUE TO SPECIAL DISTRICTS AND OTHER COORDINATING DISTRICTS

4.10.1 **Boundaries of Jurisdiction.** Jurisdiction shall obtain, then certify to the County Clerk by September 12, 2023 at noon all addresses in the County Clerk's address library for the Jurisdiction. Any changes to the County Clerk's address library after this date will increase costs.

4.10.2 **Non-resident property owners entitled to vote.** Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the DEO must submit a list of such non-resident property owners who may be entitled to vote in the Jurisdiction's election to the County Clerk no later than September 20, 2023. All such property owner lists must be in Microsoft Excel or CSV (Comma-separated values) file. The County Clerk will send a Non-Resident Property Owner Letter to those on the list that includes a self-affirmation to

establish eligibility. The County Clerk will send mail ballots to the non-resident property owners who return to the County Clerk the signed affirmation establishing their eligibility.

5. PAYMENT

5.1 **Intent.** This section addresses the reasonable sharing of the actual cost of the Election among the County and the jurisdictions participating in the Election.

5.2 **Responsibility for costs.** The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to, overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the Election on behalf of the Jurisdiction.

5.3 **Invoice.** The Jurisdiction shall pay the County Clerk the Jurisdiction's share of the County Clerk's costs and expenses in administering the Election within thirty (30) days of receiving an invoice from the County Clerk. If the invoice is not timely paid by the Jurisdiction, the County Clerk, in his or her discretion, may charge a late fee not to exceed 1% of the total invoice per month.

5.4 **Cost Allocation.** 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 County Clerk will determine the Jurisdiction's invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the General election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR Notice publication and mailing costs will also be billed for in the invoice. If the Jurisdiction is placing a ballot measure that requires additional costs specific to that Jurisdiction's ballot measure, the Jurisdiction will be also be billed for that portion of the costs in the invoice. The Jurisdiction agrees to pay the invoice within 30 days of receipt unless the County Clerk agrees to a longer period of time.

5.5 **Disputes.** The Parties shall attempt to resolve disputes about the invoice or payment of the invoice. If the Parties cannot reach a resolution and in the event of litigation, jurisdiction and venue shall be in Lake County District or Lake County Court, depending on the amount.

6. MISCELLANEOUS

6.1 **Notices to Parties.** Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax or email was received to the fax numbers or email addresses of the Parties as set forth below or to such party(ies) or address(es) as may hereafter be designated in writing.

To County Clerk:
Tracey Lauritzen
505 Harrison Ave

To DEO:
Hannah Scheer
Deputy City Clerk

P.O. Box 917
Leadville, CO 80461
Fax:
E-mail: TLauritzen@co.lake.co.us

City of Leadville
800 Harrison Avenue
Leadville, CO 80461
cityclerk@leadville-co.gov

6.2 **Amendment.** This IGA may be amended only in writing and following the same formality as the execution of the initial IGA.

6.3 **Integration.** The Parties acknowledge that this IGA constitutes the sole agreement between the Parties relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this IGA are of no force and effect. This IGA fully supersedes any previous "Intergovernmental Agreement" between the Parties.

6.4 **Waiver of Claims.** The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the County Clerk related to the County Clerk's processing or administration of the Election except as specified in paragraph 6.5 below and claims arising out of willful and wanton acts of the County Clerk.

6.5 **Limitation of Liability.** If a lawsuit is filed challenging the validity of the Jurisdiction's election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the County Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction's election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the County Clerk's sole responsibility and liability shall be to refund to the Jurisdiction all amounts paid to the County Clerk under Section 5 above. The County Clerk shall have no other responsibility for or liability to any parties of or third parties in connection with the lawsuit, including, but not limited to, any judgment, damages, costs, or fees.

6.6 **Conflicts of this IGA with the Law, Impairment.** If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

6.7 **Time of the Essence.** Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

6.8 **Good Faith.** The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

6.9 **Third Party Beneficiary.** The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this IGA shall give or allow any claim or right of

action by any other or third person. It is the express intent of the Parties that any person receiving services or benefits under this IGA shall be deemed an incidental beneficiary.

6.10 **No Waiver.** No waiver of any of the provisions of this IGA constitutes a waiver of any other of the provisions of this IGA, and no such waiver constitutes a continuing waiver, unless otherwise expressly provided in this IGA, nor will the waiver of any default under this IGA be deemed a waiver of any subsequent default.

6.11 **Appropriation.** The Parties' obligations under this IGA outside the current fiscal year are conditioned on the prior appropriation of good and sufficient funds for such purpose, pursuant to § 29-1-110, C.R.S. The Parties affirmatively assert that each has budgeted sufficient funds for its obligations under this IGA for the year it was executed.

6.12 **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.

6.13 **Colorado Governmental Immunity Act.** The Parties understand and agree that the Jurisdiction 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 IGA, 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 IGA 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 IGA, and neither party shall be the agent of the other or liable for the obligations of the other.

IN WITNESS WHEREOF, the Parties have signed this IGA.

Lake County

_____ Date _____

Sarah Mudge,

Chair, Board of County Commissioners

Jurisdiction

 _____ Date 08/22/23

Laurie Simonson

City Administrator

City of Leadville

Telephone: 719-427-0154

Email: cityadmin@leadville-co.gov

ATTEST AS TO COMMISSIONER'S SIGNATURE:

Tracey Lauritzen, Clerk and Recorder