

INTERGOVERNMENTAL AGREEMENT

2025 NOVEMBER PRIMARY AND GENERAL COORDINATED ELECTIONS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 202~~6~~⁵, by and between the Pueblo County Office of the Clerk & Recorder ("Clerk") and the Pueblo City-County Library District ("PCCLD"). The Clerk and PCCLD (individually "Party" and collectively "Parties").

WITNESSETH

WHEREAS, the Clerk is responsible for the administration of Elections within Pueblo County; and

WHEREAS, the PCCLD has public library space that is suitable for use during ~~the 2025 Primary and General November~~ Coordinated Elections; and

WHEREAS, the Clerk seeks to utilize certain services, as more particularly described below, provided by the PCCLD for conducting ~~the 2025 November~~ Coordinated Elections; and

WHEREAS, the Clerk may contract with PCCLD to perform all or part of the required duties in connection with the Elections under C.R.S. § 1-1-111(2); and

WHEREAS, intergovernmental agreements are authorized and encouraged by Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-203;

WHEREAS, the Parties have determined that it is in the best interest of Pueblo County and its Citizens to cooperate and contract for certain services in connection with the Elections as outlined below; and

NOW, THEREFORE, in consideration of the recitals, promises, covenants and understandings set forth herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to outline the terms and conditions under which PCCLD will provide public library space to the Clerk for use during ~~the 2025 November-Primary and General~~ Coordinated Elections.



2. Public Library Space Provided. PCCLD agrees to provide the Clerk with the use of the designated public library space or spaces located as described in Exhibit A (attached) to be updated and signed annually by both parties, hereinafter referred to as the "Premises".

3. Term of Agreement. The term of this Agreement is ~~October 17, 2025~~ June 1, 2026 to ~~November 06 December 31, 2025-2030~~ ("Term").

4. Use of Premises.

a. The Premises shall be used by the Clerk solely for the purposes related to the administration of ~~the 2025 November~~ Primary and General Coordinated Elections, specifically operating a Voter Polling Service Center.

b. The Clerk shall ensure that the use of the Premises does not interfere with the normal operations of PCCLD libraries.

5. Responsibilities of the Clerk.

a. The Clerk shall be responsible for any and all additional costs, outside the normal scope of operations for the Premises, associated with the use of the Premises, including but not limited to utilities, cleaning, and security.

b. The Clerk shall maintain the Premises in a clean and orderly condition and shall be responsible for any damage to the Premises resulting from its use.

c. The Clerk shall ensure compliance with all applicable laws and regulations during the use of the Premises.

6. Responsibilities of PCCLD.

a. PCCLD shall provide exclusive access to the Designated Spaces during normal business hours and at other times as reasonably necessary for the Clerk to fulfill election-related duties as defined in Exhibit A.

b. PCCLD shall provide the Clerk access to continuous surveillance cameras of the Premises upon request during the period before and after election day as required under C.R.S. 1-7-513.5(2).



c. PCCLD will provide the Clerk with access to a dedicated, segmented virtual local area network (VLAN) through PCCLD's switches, isolated from the rest of PCCLD's network and used solely for internet access. PCCLD will maintain its own firewall between the PCCLD network and the internet; however, the Clerk shall be responsible for providing and managing their own firewall between the PCCLD-provided network drop and the Clerk's internal equipment. PCCLD will supply the VLAN connection and physical network drop, while the Clerk will supply all internal cabling, switches, and security appliances necessary to safeguard their network resources. Use of PCCLD internet is subject to library policy and procedures.

d. PCCLD shall ensure that the Premises are in good condition and suitable for use by the Clerk.

7. Insurance and Liability.

a. Each Party shall maintain its own insurance coverage, including general liability and property damage insurance.

b. To the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property caused by the negligent or wrongful act or omission of the indemnifying Party, its employees, or agents.

8. Termination.

a. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. In the event of termination, the Clerk shall vacate the Premises and return it to PCCLD in the same condition as received, reasonable wear and tear excepted. except that PCCLD may not terminate the agreement on a date either sixty days prior to or thirty days after an election day (the "Ninety-Day Window").- Any notice of termination that would otherwise be effective during the Ninety-Day Window shall instead be effective on the first day following the Ninety-Day Window.

9. Notices. Any notices to be provided under this Agreement must be given in writing and either delivered by hand, by email or deposited in the United States mail with sufficient postage to the addresses set forth below:

To the Clerk:

Pueblo County Clerk & Recorder
Attention: Candace Rivera
Pueblo County Election Division
201 W. 8th Street, 7th Floor
Pueblo, CO 81003

To the District:

Pueblo City-County Library District
Attention: Sherri Baca
Executive Director
Pueblo City-County Library District
100 E. Abriendo Ave.
Pueblo, CO 81004

10. Miscellaneous.

- a. This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.
- b. This Agreement may be amended only by written instrument signed by both Parties.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- d. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**CANDACE RIVERA
CLERK & RECORDER**

ELECTION DEPARTMENT



**PUEBLO COUNTY
COLORADO**

IN WITNESS WHEREOF, the Parties have signed this Agreement.

OFFICE OF THE CLERK & RECORDER
COUNTY OF PUEBLO, STATE OF COLORADO

By: _____
Candace Rivera
Clerk & Recorder, Pueblo County

PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: _____
Frederick Quintana
President, Board of Trustees
Pueblo City-County Library District