

FACILITY USE AGREEMENT
24-HOUR OUTDOOR BALLOT DROP BOXES

THIS FACILITY USE AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2026, by and between the Pueblo County Office of the Clerk & Recorder (“Clerk”) and the Pueblo City-County Library District (“Property Owner”). The Clerk and Property Owner (individually “Party” and collectively “Parties”).

WITNESSETH

WHEREAS: the parties desire to enter into this Facility Use Agreement where under Property Owner shall lease property as described in Exhibit A “Premises” to the Clerk, subject to the terms and conditions contained in this Facility Use Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained 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 outdoor public library space to the Clerk for installation and use of 24-hour Ballot Drop Boxes.
2. Term. The term of this Agreement shall commence on the Effective Date and continue for two (2) years; except if the date of termination falls less than sixty (60) days before or less than thirty (30) days after an election day, then the term of this agreement is extended to the date falling thirty (30) days after such election day. The Agreement shall renew automatically unless either Party affirmatively requests otherwise no less than thirty (30) days prior to its expiration. Such notice of nonrenewal shall be in writing.
3. Public Library Space Provided. Property Owner hereby licenses and demises unto Clerk the areas identified on the attached description of premises, marked as Exhibit A and incorporated into this Facility Use Agreement by this reference. Such area shall be referred to as the “Premises.” Property Owner acknowledges that the good will generated

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by hosting ballot drop boxes constitutes valuable and sufficient consideration for purposes of this agreement.

4. License to Access Premises. In addition to the designated use of the Premises, the Property Owner grants the Clerk, her employees, and all agents a license to access to the Premises and all areas surrounding the Premises reasonably necessary for access, maintenance and operation consistent with the use outlined in Section 3 below.

5. Use of Premises. The Clerk shall use, and Property Owner shall permit the use of the Premises to operate a ballot drop box in a manner that is consistent with Colorado statutes and the regulations of the Colorado Secretary of State.

6. Equipment and Installation

a. The Clerk is permitted to install a ballot drop box, video-recording camera, post and concrete for such camera, lighting, signage and any other equipment necessary for the Clerk's use under Section 5 above (hereinafter, the "Equipment").

b. Property Owner specifically authorizes the Clerk to excavate soil and other materials, pour concrete, affix metal or other devices or modifications to secure the Equipment, and to make any other changes to the Premises consistent with the installation of Equipment. The Property Owner further permits the Clerk to authorize third-party contractors to install the Equipment on the Clerk's behalf. The Clerk is responsible for obtaining any permits necessary for the installation of the Equipment.

7. Alternative Surveillance.

a. Both Parties understand that continuous surveillance of the ballot drop box during the period before and after election day is required under Colorado law. The Clerk intends to monitor the box with the onsite camera described as part of the Equipment in Section 6 above. However, in the event such camera is not operational, the Parties agree that the Clerk may request camera footage from

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PCCLD or install a secondary camera for their surveillance needs that may connect to PCCLD's internet network.

b. Operations of Alternative Surveillance. In the event the Clerk requires alternative surveillance, the Property Owner shall permit the Clerk to access all recordings from the camera or cameras used to monitor the ballot drop box upon request. PCCLD shall provide the Clerk with copies of requested recordings. In addition, Property Owner agrees to maintain copies of such recordings until the Clerk has taken copies of the same.

c. Cost of Alternative Surveillance. In the event the Parties operate under an alternative surveillance plan, the Clerk shall pay the Property Owner all actual expenses of additional storage commitments, camera installation or modification, or any other costs that result from such plan. In addition, the Clerk shall pay the Property Owner an alternative-surveillance fee not to exceed five hundred dollars (\$500) for periods before and after the election for which surveillance is required. In consideration for such fees, the Property Owner agrees to sign any chain of custody log or to provide any statement necessary for the Clerk's compliance with state election rules.

8. Termination. Either Party may terminate this Agreement for breach of contract by providing the other Party written notice thirty (30) days in advance of such termination, and the Clerk may terminate for any reason at any time by providing thirty (30) days advance written notice. No termination by the Property Owner, however, shall occur during the period for which the Clerk is required to receive ballots and record ballot drop boxes or on any date thirty (30) days before such period. Any termination date that would otherwise fall during such election period or in the thirty (30) days prior, shall automatically be continued to the date falling five business days after the end of such period.

9. Equipment after Expiration or Termination. In the event Property Owner terminates or request not to renew this Facility Use Agreement, the Clerk shall remove the ballot drop box, lighting, signage, and camera, but shall not be required to remove the post, bolts, concrete, or other Equipment associated with the same. In the event the Clerk terminates

this Agreement, that Party shall reasonably attempt to return the Premises to the condition it was in before this Facility Use Agreement.

10. 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.

11. 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

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12. 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.

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

Exhibit A “Premises”

Barkman Branch
1300 Jerry Murphy Rd.
Pueblo, CO 81001

Greenhorn Valley Library
4801 Cibola Drive
Colorado City, CO 81019

Lamb Branch
2525 S. Pueblo Blvd.
Pueblo, CO 81005

Pueblo West Branch
298 S. Joe Martinez Blvd,
Pueblo West, CO 81007