

RESOLUTION NO. 08-09

INTRODUCED BY:

Councilperson Hoffman

Councilperson Clark

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES NORTH
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD
OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY AND THE CITY OF
CASTLE PINES NORTH REGARDING STORAGE OF ELECTION MATERIALS**

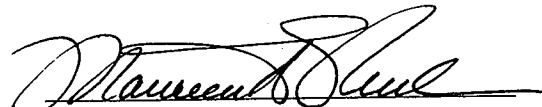
WHEREAS, The City is in need of a facility for the storage of election materials; and

WHEREAS, the City and the Board of County Commissioners of Douglas County desire to enter into an intergovernmental agreement whereby the County would provide storage of said election materials.

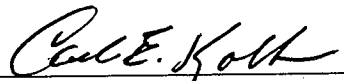
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH, COLORADO:

The City Council hereby approves the Intergovernmental Agreement between the Board of County Commissioners of Douglas County and the City for the storage of election materials, substantially in the form attached hereto as Exhibit A.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH the 28th day of May, 2008.

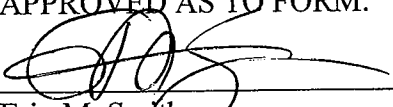

Maureen A. Shul, Mayor

ATTEST:



Carl E. Kollmar, City Clerk

APPROVED AS TO FORM:



Erin M. Smith
City Attorney

Exhibit A

**Intergovernmental Agreement Between The Board Of County Commissioners Of Douglas
County And The City Of Castle Pines North Regarding Storage Of Election Materials**

INTERGOVERNMENTAL AGREEMENT BETWEEN
**THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS AND THE CITY OF CASTLE PINES NORTH, COLORADO**

THIS AGREEMENT made this ___ day of _____, 2008 by and between the Board of County Commissioners of the County of Douglas, State of Colorado ("DOUGLAS COUNTY"), and the City of Castle Pines North ("City"), hereinafter referred to jointly as the Parties ("PARTIES"); and

WHEREAS, pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S., there is established a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, CITY seeks to have the February 12, 2008 election materials stored by DOUGLAS COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the PARTIES hereby agree as follows:

1. **Subject Matter of AGREEMENT.** This AGREEMENT sets forth the understanding of the PARTIES associated with the exchanges of consideration, access rights, and the responsibilities of the PARTIES under this AGREEMENT.
2. **Exchange of Consideration.** Each of the PARTIES agrees to the following exchanges of consideration under this AGREEMENT.
 - a. DOUGLAS COUNTY shall provide CITY secured storage of election materials at a storage facility located at 3026 North Industrial Way, Castle Rock, Colorado. The materials to be stored include but are not limited to the following:
counted ballots, voter envelopes, undeliverable ballots, unvoted ballot stock, logic and accuracy testing materials, post election audit materials, board of canvass materials, miscellaneous reports and logs.
 - b. CITY shall provide sealable plastic storage containers and ensure that all containers stored will be labeled with the entity name, date of election and the date of destruction for such documents as prescribed by Colorado Statutes and Secretary of State Rules.

3. **TERM OF AGREEMENT AND TERMINATION.** The effective date of this IGA shall be from the date of signing by DOUGLAS COUNTY and CITY. This agreement shall remain in full force and effect unless either Party elects to terminate the Agreement upon 30 days written notice to the other Party, or December 4, 2010 whichever first occurs.
4. **POSSESSION AND DESTRUCTION.** DOUGLAS COUNTY shall grant CITY access to the stored containers in its possession during regular business hours. CITY agrees to provide a minimum of 24 hours notice to access the subject materials. CITY may take possession of the containers at any time at their discretion. CITY must take possession of the containers upon the termination of this Agreement. CITY shall be fully responsible for the destruction of all materials that have been stored by DOUGLAS COUNTY. If documents are not retrieved prior to December 4, 2010, stored documents shall be destroyed by DOUGLAS COUNTY. CITY will be responsible for retrieving any remaining storage containers they wish to retain.
5. **OWNERSHIP.** It is expressly understood by CITY that DOUGLAS COUNTY is providing storage services only. DOUGLAS COUNTY does not, by this Agreement, become the custodian of the records contained in stored containers.
6. **NOTICE.** Any notice required by this AGREEMENT shall be given, in writing, as follows:
- i. To CITY

Attn: City Clerk
City of Castle Pines North
C/o Charles Norton
Icenogle, Norton, Smith & Blieszner
821 17th Street, Suite 600
Denver, CO 80202
 - ii. To DOUGLAS COUNTY:

Douglas County Government
Attn: Sheri Muehlfelt
301 N. Wilcox Street
Castle Rock, CO 80104
7. **APPLICABLE LAW.** The PARTIES agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this AGREEMENT is executed. Any disputes arising under this AGREEMENT shall be resolved in Douglas County District Court in the State of Colorado. The PARTIES may select informal resolution of disputes. Prior to filing litigation, the PARTIES shall discuss participation in

alternative dispute resolution, which may include pre-suit mediation or settlement conferences.

8. **NON-WAIVER.** The PARTIES shall not be excused from complying with any provisions of this AGREEMENT by failure of any party to insist upon or seek compliance with such provisions.
9. **SEVERABILITY.** Should any one or more provisions of this AGREEMENT be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the PARTIES shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the PARTIES hereunder.
10. **AMENDMENT.** This AGREEMENT may be amended, modified, or changed, in whole or in part, only by written AGREEMENT executed by the PARTIES hereto.
11. **ENFORCEMENT.** The PARTIES agree that this AGREEMENT may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado.
12. **INTENT OF AGREEMENT.** Except as otherwise stated herein, this AGREEMENT is intended to describe the rights and responsibilities of and between the named PARTIES and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the PARTIES and any other entity not a party hereto.
13. **ASSIGNABILITY.** No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other PARTIES.
14. **HEADINGS FOR CONVENIENCE.** Headings and titles contained herein are intended for the convenience and reference of the PARTIES only and are not intended to combine, limit, or describe the scope or intent of any provision of this AGREEMENT.
15. **GOVERNMENTAL IMMUNITY.** The PARTIES hereto understand and agree that DOUGLAS COUNTY, its 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to DOUGLAS COUNTY.

16. **OPEN RECORDS.** The PARTIES expressly agree that if any request is made that subjects the subject matter of this AGREEMENT to disclosure pursuant to the Colorado Open Records Act, Section 24-72-201, C.R.S. *et. seq.*, DOUGLAS COUNTY shall not be the custodian of record for documents in its possession and shall not be required to produce documents in response to open records requests. CITY shall promptly notify DOUGLAS COUNTY that access will be needed to said documents. CITY shall be responsible for complying with any open records requests pertaining to documents stored pursuant to this Agreement.

17. **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire AGREEMENT of the PARTIES hereto. The PARTIES agree there have been no representations made other than those contained herein, that this AGREEMENT constitutes the entire AGREEMENT.

18. **EXECUTION.** This AGREEMENT is expressly subject to, and shall not be or become effective or binding on DOUGLAS COUNTY, until execution by all signatories of DOUGLAS COUNTY.

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