

## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into this 2<sup>nd</sup> day of February, 2026, by and among the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Boulder County Clerk and Recorder (the “Clerk”) and the Town of Lyons (the “Town”) for the benefit of the Lyons Town Clerk (the “Property Representative”). The Clerk and the Property Representative may be collectively referred to as the “Parties.”

WHEREAS, the Parties entered into an Intergovernmental Agreement (“IGA”) on September 4, 2018, which allowed the Clerk to install a mail ballot drop-off box and video security surveillance recording system (collectively referred to as the “Improvements”) at the Lyons Town Hall at 432 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the “Property”), which is owned by the Town; and

WHEREAS, the Clerk has funded the entire cost of obtaining, installing, and maintaining the Improvement since that time, and the Clerk controls the Improvements; and

WHEREAS, the Town is conducting an election on April 7, 2026 (the “Election”) and wishes to use the mail ballot drop-off box and video security surveillance recording system during the Election to provide a convenient location for Town voters to drop off their completed mail ballots (the “Purpose”); and

WHEREAS, the Clerk wishes to authorize use of the Improvements to the Property Representative during the Election; and

WHEREAS, intergovernmental agreements are authorized and encouraged by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

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

1. Term of Agreement. The term of this agreement is **March 16, 2026, to April 9, 2026** (the “Term”).
2. Existing IGA. This Agreement stands apart from the September 4, 2018, Intergovernmental Agreement between the Clerk and the Town. It does not replace or amend the IGA.
3. Use of the Improvements.
  - a. Mail Ballot Drop-off Box. The Clerk grants a limited license to the Property Representative to use the mail ballot drop-off box during the Term for the Purpose.

- b. Keys to the Mail Ballot Drop-Off Box. The Clerk will provide the Property Representative with all keys to the mail ballot drop-off box by **March 16, 2026**. Only the Property Representative or her designees will have the key(s) to the mail ballot drop-off box. The Property Representative is responsible for securely maintaining the mail ballot drop-off box during the Term, retrieving mail ballots during the Term, and for ensuring the box's closure on Election Day. The Property Representative will return the keys to the Clerk by **April 9, 2026**.
  - c. Video Security Surveillance Recording System. The Clerk will enable the video security surveillance recording system from **March 16, 2026, to April 7, 2026**. The Clerk will export the video surveillance footage ("Footage") to a storage device purchased by the Property Representative and provided to the Clerk ("Storage"). The Property Representative will comply with all applicable laws and regulations governing video surveillance of mail ballot drop-off boxes. If the Clerk becomes aware of a problem with the video security surveillance during the Term, the Clerk will notify the Property Representative, and the Parties will cooperate in good faith to correct the problem.
  - d. Retention of Video Data. After the Clerk exports the Footage to Storage, the Property Representative will be responsible for retaining the Footage. The Clerk has no obligation to retain Footage after export to Storage.
4. Town Conducting the Election. The Town is conducting the Election and is responsible for complying with all election-related laws and regulations.
5. Signage. The Property Representative will temporarily cover the Boulder County decal on the mail ballot drop-off box to identify the box as controlled by the Town during the Term.
6. Damage to Property. The Property Representative will pay the Clerk for repair and/or replacement of the Improvements if damaged by anyone other than the Clerk during the Term. Notwithstanding any provision to the contrary, nothing in this Agreement will be construed in any way to be a waiver by any Party to the protection that is granted under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq.
7. Termination. Upon termination of this Agreement, the Property Representative will remove any Town signage no later than **April 9, 2026**.
8. 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:

Boulder County Clerk and Recorder  
Division of Elections  
1750 33<sup>rd</sup> Street  
Boulder, CO 80301  
[vote@bouldercounty.gov](mailto:vote@bouldercounty.gov)

To the Property  
Representative:

Town of Lyons  
Town Clerk's Office  
432 5<sup>th</sup> Avenue  
Lyons, CO 80540  
[dvasquez@townoflyons.com](mailto:dvasquez@townoflyons.com)

9. Assignment. No party may assign any of the obligations, benefits, or provisions of this Agreement in whole or in part without the expressed written authorization of the other party, which consent may not be unreasonably withheld. Any purported assignment, transfer, pledge or encumbrance made without such prior written authorization will be void.

10. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

11. Governing Law. The terms, covenants and provisions herein will be governed by and construed under the applicable laws of the State of Colorado. For the resolution of any dispute arising hereunder, venue will be in the courts of Boulder County, State of Colorado.

12. Headings. All section headings are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

13. Entire Agreement. This Agreement represents the entire and integrated agreement between the Clerk and the Property Representative with respect to this matter and supersedes all prior negotiations, representations, or agreements, either written or verbal. Any amendments to this Agreement must be in writing and be signed by both parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

COUNTY OF BOULDER, STATE OF COLORADO

By: \_\_\_\_\_  
Molly Fitzpatrick  
Clerk and Recorder, Boulder County

TOWN OF LYONS, COLORADO

By: \_\_\_\_\_  
Hollie Rogin  
Mayor, Town of Lyons

Attest: \_\_\_\_\_  
Dolores Vasquez  
Town Clerk, Town of Lyons