



Board of Trustees Special Meeting

**807 Mountain Avenue
Town Board Meeting Room
Berthoud, Colorado 80513
Tuesday, August 18, 2026, at 6:00 PM**

This meeting will be streamed live on YouTube. The live stream is accessible by visiting www.berthoud.org/stream.

The Board of Trustees may act on any of the following agenda items as presented or modified prior to or during the meeting and items necessary or convenient to effectuate the agenda items.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Approval of the Agenda**
- V. Scheduled Items and Estimated Times for Discussion**
 - 1. Intergovernmental Agreements for November 3, 2026 Coordinated Election (15 Min)**
- VI. Adjourn**

Town Clerk or Deputy Town Clerk

William Karspeck, Mayor

August 18, 2026, Meeting Agenda

The order of agenda items listed above is approximate and intended as a guideline for the Town Board. Individuals needing special accommodation may request assistance by contacting the Town Clerk 807 Mountain Avenue, Berthoud, Colorado 80513, 970-532-2643 at least 24 hours in advance.

Board of Trustees Information



Administration Department

Meeting Date:	August 18, 2026
Agenda Title/Subject:	Intergovernmental Agreements for November 3, 2026 Coordinated Election
Type of Item:	Regular Item
Purpose:	To approve the Intergovernmental Agreements with Larimer County and Weld County necessary for the Town to participate in the November 3, 2026 coordinated election.
Presented by:	Christian Samora

Attachments:

1. Intergovernmental Agreement - Coordinated Election - Larimer County
2. Intergovernmental Agreement - Coordinated Election - Weld County

Background:

As the Town Board will recall, on August 11, 2026, the Board took action to proceed with pursuing voter-approved bond financing for the construction of Mountain Vista Park rather than Certificates of Participation (COPs). Because the issuance of bonds requires voter approval, the Town must participate in the November 3, 2026 General Election to place the proposed bond issue before voters.

The Town's jurisdiction extends into both Larimer and Weld Counties. To conduct the November 3, 2026 election in coordination with the counties, the Town must enter into Intergovernmental Agreements (IGAs) with each County for the administration of the election.

The proposed IGAs establish the responsibilities of the Town and each County for conducting the November 3, 2026 election. The agreements are specific to the November 3, 2026 General Election and are intended to facilitate the coordinated administration of the election in accordance with the Colorado Uniform Election Code. The agreements provide that the Town is responsible for submitting its ballot content and meeting applicable statutory deadlines related to the conduct of the election in coordination with each county. The County is responsible for election administration functions, voter service and polling centers, election judges, canvassing, and certification of election results.

Approval of the IGAs is necessary to allow the Town to participate in the coordinated November election and meet the statutory timelines associated with placing the bond issue on the ballot.

Update/Next Steps:

Following approval of the IGAs, the Town will need to finalize and certify the ballot content for

the November 3, 2026 election. The proposed ballot content will be presented to the Board for consideration at the August 25, 2026 regular Board meeting.

Fiscal Impact and Fund Source:

The Town will be responsible for its share of the costs associated with conducting the November 3, 2026 coordinated election. The election cost of the Larimer County IGA is estimated at approximately \$31,542.76. The election cost of the Weld County IGA is estimated at approximately \$500.00.

The Town's existing 2026 election budget does not include sufficient funds to cover the additional election costs associated with the November 2026 bond election. The 2026 supplemental budget will include additional appropriations to cover the difference between the currently budgeted amount and the actual costs associated with the two coordinated election agreements. The difference is estimated to be \$23,019.11.

Community Touchstones:

Supports Community Identity, Resiliency, and Sustainability by facilitating community participation in decisions regarding the Town's future.

Recommended Action(s):

Staff recommends that the Board of Trustees approve the Intergovernmental Agreements with Larimer County and Weld County for the conduct of the November 3, 2026 General Election and authorize the Mayor to execute the agreements on behalf of the Town.

A Board Member may "Move to approve the Intergovernmental Agreements with Larimer County and Weld Counties for the conduct of the November 3, 2026 General Election and authorize the Mayor to execute the agreements on behalf of the Town." Followed by a second and a roll call vote.

INTERGOVERNMENTAL AGREEMENT FOR 2026 GENERAL ELECTION

This Intergovernmental Agreement ("Agreement") is entered into by and between the Larimer County Clerk and Recorder ("County Clerk") and the Town of Berthoud ("Entity").

Agreement is made effective upon the signature of Entity and County Clerk.

WHEREAS, County Clerk and Entity are authorized to conduct elections as provided by law; and

WHEREAS, County Clerk will conduct an election on November 3, 2026 as a "Mail Ballot Election," (the "Election") as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the current Colorado Secretary of State Election Rules, as amended ("Rules"); and

WHEREAS, Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and desires to coordinate with County Clerk; and

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, County Clerk and Entity shall enter into an agreement for the administration of their respective duties concerning the conduct of the coordinated election, and said agreement must be executed no less than 70 days prior to the Election which is August 25, 2026.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, County Clerk and Entity agree as follows:

ARTICLE I PURPOSE AND GENERAL MATTERS

A. Goal.

The purpose of Agreement is to set forth the respective tasks in order to conduct Election and to allocate the cost thereof.

B. Coordinated Election Official.

County Clerk shall act as the Coordinated Election Official ("CEO") in accordance with Code and Rules and shall conduct Election for Entity.

County Clerk designates as the primary liaison ("Contact Officer") between County Clerk and Entity:

Name: Michele Mihulka

Phone: 970.498.7932

Email: electioncoordination@larimer.gov

Contact Officer shall act under the authority of County Clerk and shall have primary responsibility for the coordination of Election with Entity.

C. Designated Election Official.

Entity designates as its Designated Election Official ("DEO") to act as the primary liaison between Entity and Contact Officer:

Name: Christian Samora

Phone: 970.344.5800

Email: csamora@berthoud.org

DEO shall have primary responsibility for Election procedures to be handled by Entity. DEO shall act in accordance with Code and Rules. DEO shall be readily available and accessible during regular business hours, and at other times when notified by Contact Officer in advance, for the purposes of consultation and decision-making on behalf of Entity. In addition, DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in Entity's election.

D. Jurisdictional Limitation.

Entity encompasses territory within Larimer County, Colorado. Agreement shall be construed to apply only to that area of Entity situated within Larimer County.

E. Term.

The term of Agreement shall be through December 31, 2026 and shall apply only to Election.

ARTICLE II DUTIES OF COUNTY CLERK

A. Voter Registration.

Supervise, administer, and provide necessary facilities and forms for all regular voter registration sites.

B. Ballot Preparation.

1. Lay out the text of the ballot in a format that complies with Code and Rules. **As authorized by Colorado Secretary of State Rule 4.1.2(c), County Clerk requires that each ballot question and ballot issue be not more than 250 words. Additional costs incurred for ballot language length exceeding 250 words are referenced in Article IV(A).**
2. Assign the letter and/or number of Entity's ballot question(s) or ballot issue(s) which will appear on the ballot and provide this assignment to Entity.
3. Provide ballot printing layouts and text for Entity's review and signature. If Entity fails to provide approval by the required deadline, the content is to be considered approved.
4. Certify the ballot content to the printer(s).
5. Contract for ballots.

C. Voter Lists.

Upon request of Entity, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in Entity.

D. Property Owners.

Only applicable to Elections conducted under titles in which property owners are eligible to vote.

Automatically mail property owner ballots to active, registered voters who own (or lease, if applicable) property within the district boundaries of Entity and are certified as eligible by the DEO. See Article III(G)(3).

E. Election Judges.

Appoint and compensate a sufficient number of election judges to conduct Election.

F. Mail Ballot.

1. Mail ballot packets to every active registered elector and conduct Election in accordance with C.R.S. Title 1, Article 7.5.
2. Establish drop boxes in accordance with C.R.S. §1-5-102.9(5) for the purposes of allowing electors to drop off their completed mail ballots.

G. Voter Service and Polling Center ("VSPC") sites.

1. Establish VSPC sites in accordance with C.R.S. §1-5-102.9, coordinate the location and operation of the VSPC sites, and conduct all accessibility site surveys.
2. Obtain and provide all ballots, forms, equipment and supplies necessary for mail and accessible voting.
3. Obtain and provide all ballots, forms, equipment and supplies necessary to verify and issue ballots to property owners who are registered to vote in the State of Colorado but who do not reside in Entity. *Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.*
4. Provide all necessary Election personnel to conduct Election.

H. Voting Jurisdiction.

Pursuant to C.R.S. §1-5-303 and subject to Entity providing the information referenced in Article III(C)(1), County Clerk shall provide an Address Library Report from the Statewide Colorado Voter Registration and Election database ("Address Library Report") no later than August 7, 2026, which will list the street addresses located in both Entity and Larimer County according to the statewide voter registration system. In order to create Address Library Report, County Clerk must first receive from Entity the information referenced in Article III(C)(1).

I. Election Day Preparation.

1. Provide, no later than twenty days before Election, notice by publication of a mail ballot election. Such notice shall satisfy the publication requirement for all entities participating in Election pursuant to C.R.S. § 1-5-205(1.4).
2. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. § 1-7-509 and Rules.
3. Provide necessary voting system equipment together with personnel and related computer equipment for conduct of Election.
4. Prepare and conduct a risk-limiting audit in accordance with C.R.S. § 1-7-515 and Rules.

J. TABOR Notice.

1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within Entity not less than thirty days prior to Election in compliance with Article X, Section 20 of the Colorado Constitution and any applicable Code and Rules.
2. Charge Entity for all expenses associated with printing, labeling, and mailing (postage) for the TABOR notice. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of addresses where one or more active registered voters of Entity reside.
3. Determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Larimer County where one or more active registered voters of Entity reside.
4. Nothing herein shall preclude County Clerk from sending the TABOR notice of Entity to persons in addition to the electors of Entity if such sending arises from County Clerk's efforts to mail the TABOR notice at the least cost.

K. Counting Ballots.

1. Conduct and oversee the ballot counting process and report the results for each race and measure.
2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

L. Certifying Results.

1. Convene the Board of Canvassers.
2. Certify the results of Entity's Election within the time required by law and provide Entity with a copy of all Election statements and certificates required under Code and Rule.
3. Conduct a recount (if called for) in accordance with Code and Rule.

M. Recordkeeping.

1. Retain all Election records as required by C.R.S. § 1-7-802.
2. Keep an accurate account of all Election costs.

N. No Expansion of Duties.

Nothing contained in Agreement is intended to expand the duties of County Clerk beyond those set forth in Code or Rules.

**ARTICLE III
DUTIES OF ENTITY**

A. Authority.

Provide County Clerk with a copy of the ordinance or resolution stating that Entity will participate in Election in accordance with the terms and conditions of Agreement. The ordinance or resolution shall further authorize the presiding officer of Entity or other designated person to execute Agreement.

B. Call and Notice.

Publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule, or regulation.

C. Voting Jurisdiction – Certifying Entity Address Boundaries.

1. If Entity is not already identified by a tax authority code in the County Assessor's records, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses located within Entity in Larimer County, no later than 5:00 p.m. on August 5, 2026.
 - This information must be provided to County Clerk in Microsoft Excel.
 - Certify the accuracy of such information.
2. If Entity has annexed any properties into Entity since January 1, 2026, Entity must:
 - Provide County Clerk with a legal description, map and listing of street addresses for all properties annexed into Entity in Larimer County, no later than 5:00 p.m. on August 5, 2026.
 - This information must be provided to County Clerk in Microsoft Excel.
 - Certify the accuracy of such information.
3. Review all information in Address Library Report referenced in Article II(H) and ensure that Address Library Report is an accurate representation of the streets contained within Entity's legal boundaries.
4. Indicate on Address Library Report Sign-Off Form ("Sign-Off Form") whether any changes are needed, or whether Address Library Report is complete and accurate.
 - If Entity requests any changes to Address Library Report on Sign-Off Form, County Clerk will make the requested changes and return the amended Address Library Report to Entity along with a second Sign-Off Form, no later than 5:00 p.m. on August 21, 2026.

5. Return the final certified Sign-Off Form to County Clerk, no later than 5:00 p.m. on August 25, 2026.

D. Petitions, Preparation and Verification.

Perform all responsibilities required to certify any candidate, initiative petition, question, or issue to the ballot.

E. Ballot Preparation.

1. Determine whether a ballot race, ballot question, or ballot issue is properly placed before the voters.
2. Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. **County Clerk requires that each ballot question and ballot issue be not more than 250 words as authorized by Colorado Secretary of State Rule 4.1.2(c). Additional costs incurred for ballot language length exceeding 250 words are referenced in Article IV(A).**

Each ballot contest must include the term and the number of candidates to "vote for" in the following format:

- X-Year Term
- Vote for X (single winner contest) or Vote for Not More Than X (multi-winner contest)

County Clerk may correct formatting errors in the term or "vote for" language, so long as those corrections do not change or otherwise impact the meaning of Entity's certified content.

Each ballot issue or ballot question submitted shall be followed by the words "yes/for" and "no/against".

3. Provide a certified copy of the ballot content [race(s), question(s) and issue(s)] to County Clerk no later than 5:00 p.m. on September 4, 2026, pursuant to C.R.S. §1-5-203(3)(a). Entity must submit certified ballot content to the County Clerk using the form provided by the County Clerk.

The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots.

The certified list of ballot race(s), ballot question(s) and/or ballot issue(s) submitted by Entity shall be final.

4. Proofread and approve Entity's ballot content for printing immediately upon receipt from County Clerk. Due to time constraints, DEO must be available for proofing and approving ballot content from 8:00 a.m. to 7:00 p.m. from September 7, 2026 until September 11, 2026, or until final approval of printing of ballots has been reached. County Clerk agrees to keep DEO informed of ballot printing status.

Once approval has been received, County Clerk will not make any changes to the ballot content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

5. Ensure that Entity's certified candidates file all Campaign and Political Finance forms required by the Colorado Secretary of State Rules Concerning Campaign and Political Finance with the appropriate filing office. Candidates required to file with the Secretary of State must file electronically using the online campaign finance reporting system, TRACER: <http://tracer.sos.colorado.gov>.

Candidates in municipal elections file with the municipal clerk.

6. Provide (or ensure that Entity's certified candidates provide) an audio pronunciation of all candidates' names as they have been certified to County Clerk, no later than 5:00 p.m. on September 4, 2026. See Exhibit B for details.
7. Defend and resolve at Entity's sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s) as certified to County Clerk for inclusion in Election.

F. Election Participation and Contingency Planning.

If requested by County Clerk, provide person(s) to participate and assist in Election process. The person(s) provided by Entity must be registered to vote in the State of Colorado.

In the event of the loss of a VSPC location within Entity's boundaries, collaborate with County Clerk to establish a contingency location for voting.

G. Property Owners.

Only applicable to Elections conducted under titles where owning property in the political subdivision is a requirement for voting in Election.

1. Notify and provide information and materials to property owners regarding the location(s) which an eligible elector may vote at any VSPC site.
2. Obtain a list of Entity's property owners from the County Assessor's office in accordance with C.R.S. §1-5-304. Property owners listed in the County Assessor's property records may not be eligible electors of Entity. Entity must review and verify the eligibility of property owners to receive Entity's ballots.
3. No later than September 30, 2026, certify to County Clerk a list of eligible electors who:
 - Own (or lease, if applicable – *consult legal counsel*) property within the district boundaries of Entity;
 - Are registered to vote in the State of Colorado and whose voter records are **active** (not inactive, incomplete, or cancelled);
 - Are or will be at least 18 years of age as of November 3, 2026; and
 - Are **not** already registered to vote within the district boundaries of Entity.

The list must be in Excel (.xls/.xlsx) format and must include the following columns:

Voter ID	Mailing Address
First Name	Mailing City
Middle Name	Mailing State
Last Name	Mailing Zip
Suffix	

Each eligible elector must be listed as a separate entry.

Exclude Trusts, LLC, Corporations and Entities if ineligible to vote – *consult legal counsel*.

4. Between October 2 and October 26, 2026, provide to County Clerk the names of newly eligible electors, if any, who meet the same criteria (and in the same format) as in Article III(G)(3).

H. TABOR Notice.

1. Prepare the language for the TABOR notice [for any ballot issue(s) that require a TABOR notice] in compliance with Article X, Section 20 of the Colorado Constitution and any pertinent Code and Rules.

Entity shall be solely responsible for timely providing to County Clerk a complete TABOR notice. County Clerk shall in no way be responsible for Entity's compliance with TABOR or the accuracy or sufficiency of any TABOR notice.

2. Receive written comments relating to ballot issue(s) and summarize such comments, as required by TABOR.
3. Certify and submit all TABOR notice content, including pro and con summaries and fiscal information, to County Clerk no later than 5:00 p.m. on September 21, 2026, pursuant to C.R.S. § 1-7-904. Such notice shall be provided to County Clerk as an email attachment to electioncoordination@larimer.gov.

Entity shall be solely responsible for the preparation, accuracy, and contents of its TABOR notice(s). The certified TABOR notice, including all text, summary of comments and fiscal information shall be final. County Clerk may correct any spelling, grammar or formatting errors identified in Entity's certified TABOR notice, so long as those corrections do not change or otherwise impact the meaning of Entity's TABOR notice content.

4. Proofread and approve Entity's TABOR notice content for printing. Due to time constraints, DEO must be available for proofing and approving TABOR notice content for printing from 8:00 a.m. to 7:00 p.m. from September 21, 2026, until September 25, 2026, or until final approval of the TABOR notice has been reached. County Clerk agrees to keep all contact personnel informed of TABOR notice printing status.

Once approval has been received, County Clerk will not make any changes to the TABOR notice content. If Entity fails to provide approval by the required deadline, the content will be considered approved.

5. Mail the TABOR notice to each address of one or more active registered electors who own property but who do not reside within Entity in accordance with C.R.S. § 1-7-906(2).

I. Cancellation of Election by Entity.

If Entity resolves not to participate in Election, Entity must immediately deliver to Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that Entity may not cancel after the 25th day prior to Election, October 9, 2026, pursuant to C.R.S. § 1-5-208(2).

Entity must reimburse County Clerk for the actual expenses incurred in preparing for Election. If cancellation occurs after the certification deadline, full election costs may be incurred. Entity must publish all notices relative to Election which Entity is required to provide pursuant to Code, Rules, Entity's Charter and any other statute, rule or regulation.

ARTICLE IV COSTS

A. Election Costs.

Entity shall be charged and pay for election costs associated with its ballot race(s), question(s), and/or issues(s). These election costs will include a proportionate share of common election costs pursuant to Section A(1), and other costs pursuant to Section A(2) (collectively "Election Costs"), as applicable.

1. Shared Common Election Costs. Entity shall be charged and pay a proportional share of costs that are not reimbursed by the state pursuant to C.R.S. §1-5-505.5(1)(a), based on County expenditures relative to Election and the **number of eligible electors (including property owners, if applicable) per Entity**, in accordance with C.R.S. §1-7-116(2)(b). Shared costs include, but are not limited to:
 - Election Staff Wages (Overtime/Compensatory Time)
 - Temporary Staff Wages
 - Election Judge and Canvass Board Wages
 - Printing – Ballots, Envelopes, Forms
 - Ballot Programming, Insertion, and Mailing Services
 - VSPC Location Expenses
 - Security Expenses
 - Election Notice Printing and Publication
 - Mailing Costs (Postage and shipping)
 - Contingency Expenses
2. Other Election Costs. In addition to its proportionate share of common election costs, Entity shall be charged and pay the following, as applicable:
 - a. **Unique Costs.** Entity shall pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to Entity's participation in Election. Special Preparations can include, but are not limited to: ballot addendums, affidavits, ballot language length exceeding 250 words or multiple page ballot.
 - b. **Recount Costs.** The cost of any recount(s) will be charged to Entity. If more than one Entity is involved in the recount, the cost will be prorated among the Entities participating in the recount.
 - c. **TABOR Costs.** Entity shall pay a prorated amount for the costs to coordinate, label and print the TABOR notice, and for the mailing of such notice. Such proration to be based, in part, on addresses where one or more active registered electors of Entity reside.

B. Cost Estimate.

Preliminary estimates of Shared Common Election Costs are attached to this Agreement as follows:

- a. **Exhibit A.** (STATE participates, COUNTY participates)

County Clerk will provide an updated cost estimate once all entities have been certified on the ballot. That update will include estimated TABOR costs if applicable. Estimated Recount costs will be provided once it is anticipated there will be a recount. Given the nature of Unique costs, estimates

may not be given but the County Clerk will keep Entity reasonably apprised of any such costs if unique circumstances occur.

C. Invoice.

County Clerk shall submit to Entity an invoice for all Election Costs that Entity is responsible to pay under Agreement, and Entity shall remit to County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt of the invoice will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.

D. Funds Appropriated.

By signing this Agreement Entity affirms that it has sufficient funds available in its approved budget to pay its estimated share of Election Costs, including all reasonably anticipated Unique Costs, Recount Costs, Ranked Voting Costs, and TABOR Costs.

**ARTICLE V
MISCELLANEOUS**

A. Entire Agreement.

Agreement and its Exhibits constitute the entire agreement between County Clerk and Entity as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

B. Liability and Immunity.

County Clerk and Entity agree to be responsible for its own acts and omissions, and those of its officers, agents and employees, to the extent required by law, subject to and without waiving the notice requirements, immunities, rights, benefits, defenses, limitations, and protections available under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds Election for Entity was void or otherwise fatally defective as a result of the sole breach or failure of County Clerk to perform in accordance with Agreement or laws applicable to Election, Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by Entity to County Clerk under this Agreement. County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to Entity.

C. Conflict of Agreement with Law, Impairment.

Should any provision of Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of County Clerk and Entity hereto that the remaining provisions of Agreement shall be of full force and effect.

D. Time of Essence.

Time is of the essence in the performance of Agreement. The time requirements of Code and Rules shall apply to completion of required tasks.

E. No Third Party Beneficiaries.

Enforcement of the terms and conditions of Agreement and all rights of action relating to such enforcement shall be strictly reserved to County Clerk and Entity, and nothing contained herein shall give or allow any such claim or right of action by any other person or Entity.

F. Governing Law; Jurisdiction & Venue.

Agreement, the interpretation thereof, and the rights of County Clerk and Entity under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Larimer, State of Colorado.

G. Headings.

The section headings in Agreement are for reference only and shall not affect the interpretation or meaning of any provision of Agreement.

H. Severability.

If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of Agreement shall remain fully enforceable, and Agreement shall be interpreted in all respects as if such provision were omitted.

I. Amendments/Modifications.

As the Election approaches the Secretary of State may adopt new or different election rules that change or add obligations and procedures relevant to the Election. In such event, the Parties agree to comply with any such mandatory changes and this IGA shall be deemed automatically amended to incorporate same. As time allows, the Clerk and Recorder will attempt to circulate any such election rule changes to Entity and the Parties agree to communicate as necessary to implement such changes.

Amendments or strikethroughs to this Agreement are not allowed without written consent of both parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed Agreement to be effective upon the date signed by both parties.

COUNTY CLERK

TINA HARRIS
LARIMER COUNTY, COLORADO
CLERK AND RECORDER

Date

ENTITY

Town of Berthoud
Name of Entity

Date

BY:

Printed Name of Authorized Representative
Signing on behalf of Entity

Signature of Authorized Representative

Clerk
Title of Authorized Representative

Entity phone number

Approved as to form:



County Attorney

EXHIBIT A

LARIMER COUNTY 2026 GENERAL ELECTION ENTITY BILLING	Cost - TABOR			Cost - Election			TOTAL COST
	\$100,000.00			\$1,830,000.00			
	Households	% of Proration	Balance of Costs	Eligible Electors	% of Proration	Balance of Costs	
State of Colorado	N/A	N/A	N/A	N/A	N/A	\$823,500.00	\$823,500.00
Larimer County	143,001	81.852%	\$81,852.37	265,709	79.995%	\$805,149.70	\$887,002.07
Town of Johnstown	N/A	N/A	N/A	4,875	1.468%	\$14,772.19	\$14,772.19
Town of Wellington	4,060	2.324%	\$2,323.90	7,936	2.389%	\$24,047.62	\$26,371.52
Town of Windsor	3,595	2.058%	\$2,057.74	7,435	2.238%	\$22,529.49	\$24,587.23
Weld RE-5J School	4	0.002%	\$2.29	11	0.003%	\$33.33	\$35.62
Allenspark Fire Protection	40	0.023%	\$22.90	101	0.030%	\$306.05	\$328.95
Estes Valley Fire Protection	4,202	2.405%	\$2,405.18	7,192	2.165%	\$21,793.15	\$24,198.34
Poudre Valley Fire Protection	15,031	8.604%	\$8,603.60	29,394	8.849%	\$89,069.51	\$97,673.11
Windsor-Severance Fire Protection	4,180	2.393%	\$2,392.59	8,723	2.626%	\$26,432.38	\$28,824.97
Thompson Crossing Metro # 2	593	0.339%	\$339.43	781	0.235%	\$2,366.58	\$2,706.01
	174,706	100%	\$100,000.00	332,157	100%	\$1,830,000.00	\$1,930,000.00

The State reimburses the county for forty-five percent of election costs (\$823,500.00). Coordinating entities share only those election costs that are not reimbursed by the State (\$1,006,500.00).

EXHIBIT B

Audio

In accordance with Rule 4.6.2, all candidates shall provide an audio recording of their name to County Clerk no later than the last day upon which Entity certifies the ballot content (September 4, 2026), pursuant to C.R.S. §1-5-203(3)(a).

It is the responsibility of Entity to ensure an audio pronunciation is provided for each candidate as it is certified to County Clerk. The purpose of the audio recording is to be compliant with disability and accessibility laws providing voting equipment pursuant to C.R.S. §1-5-704.

To be in compliance with the above Code and Rule, County Clerk's office is providing a voice mailbox at **970.498.7946** that candidates are required to call to provide the correct pronunciation of their name.

Upon calling the voice mailbox, they will receive instructions on recording their information, as well as options for listening, deleting, re-recording and saving their message. **Please inform candidates within your district of the necessity of recording the correct pronunciation of their name.**

County Clerk's office will contact Entity if pronunciation guidelines on any ballot race(s), ballot question(s) and/or ballot issue(s) are needed.

Please contact County Clerk's office at 970.498.7820 if you have any questions or need additional information.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

Town of Berthoud, hereinafter referred to as “Jurisdiction,” does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as “Commissioners,” and the Weld County Clerk and Recorder, hereinafter referred to as “County Clerk,” concerning the administration of the November 3, 2026, General Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter “Code”), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk’s duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 3, 2026; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the “Coordinated Election Official,” pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and _____ County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 3, 2026, General Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

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- c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.
- d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).
- g. Pay the sum of \$2.50 per registered elector eligible to vote in the Jurisdiction's election as of November 3, 2026, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party"

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pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.

- h. Designate an “election official” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).
- l. Jurisdiction shall verify as being accurate the list of registered elector’s names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder’s Office. By signing this Agreement, Jurisdiction represents that the list of registered elector’s names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify the contact listed in section 5(f) of any changes to the information contained in said list.
- m. By September **4th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, to leave a voice mail on how to pronounce the candidate’s name and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
- b. Circulate the Taxpayer’s Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
- c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.

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- d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
- e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
- f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(f)).
- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

c. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

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d. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

e. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

f. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weld.gov
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: _____
Phone: _____
After hour phone number: _____
Additional Contact Information:
Fax: _____
E-mail: _____
Address: _____
_____.

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DATED this _____ day of _____, 2026.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Scott James, Chair

APPROVED AS TO FORM:

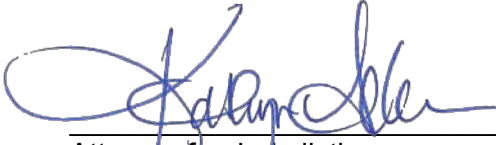
ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

Town of Berthoud
APPROVED AS TO FORM:

ATTEST:



Attorney for Jurisdiction (Signature)

Designated Election Official for Jurisdiction
(Signature)