Kathy Simillion
County Clerk & Recorder
221 N. Wisconsin Street, Suite C
Gunnison, Colorado 81230

Gunnison County
COLORADO

Clerk (970) 641-1516
Elections (970) 641-7927
Elections Fax (970) 642-4675
Motor Vehicle (970) 641-1602
Recording (970) 641-2038
Motor Vehicle & Recording Fax (970) 641-7956

August 6, 2015

Gail Davidson, City Clerk
CITY OF GUNNISON
Post Office Box 239
Gunnison, CO 81230

RE: Intergovernmental Agreement –
November 3, 2015 Coordinated Election

Dear Gail,

Please find enclosed herewith, the Intergovernmental Agreement between the Gunnison County Clerk and Recorder and the City of Gunnison for the November 3, 2015, Coordinated Election. You will notice we have redesigned our Intergovernmental Agreement format in an effort to better serve the coordinating entities. Included in this, you will notice we have projected election costs for your school district based on a proportionate cost per registered eligible voter. It is our intent not to subsidize the election but, rather, it is our intent to ensure that each local government funds its fair and proportionate share of the actual costs of the election.

Please have the appropriate individuals sign and return to my attention, in the enclosed mailing envelope, at your earliest convenience. Please note, per C.R.S. 1-7-116(2), the date of Tuesday, August 25, 2015, is the deadline for Intergovernmental Agreements to signed by County Clerks and political subdivisions. Once I receive, I will then obtain all additional necessary signatures and will mail you a fully executed copy.

Should you have questions or comments regarding this agreement, please do not hesitate to contact me.

Sincerely,

Diane Folowell

Diane L. Folowell
State of Colorado Certified Election Official
Gunnison County Election Supervisor/Chief Deputy

Enclosures as stated

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

CITY OF GUNNISON

Regarding the Conduct and Administration of the
NOVEMBER 3, 2015
COORDINATED ELECTION

Prepared by:
Kathy Simillion
Gunnison County Clerk and Recorder
221 N. Wisconsin Street
Gunnison, Colorado 81230
(970) 641-7927

THIS AGREEMENT is made by and between the Gunnison County Clerk and Recorder ("County Clerk") and the City of Gunnison ("Jurisdiction") collectively as the ("Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the County Clerk and Jurisdiction have determined that it is in the best interest of the taxpayers and the electors to conduct a coordinated election ("Coordinated Election") on November 3, 2015; and

WHEREAS, such agreements are authorized by Colorado law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) ("Election Code"). Pursuant to the Election Code, the election participants are required to execute agreements with the County Clerk for this purpose and may include municipalities, school districts, and special districts within Gunnison County limits and the State of Colorado.

2. The County Clerk is designated as the Chief Election Official ("CEO").

3. FURTHER, the Parties agree as follows:

SECTION I.
DEFINITIONS

1.1 DEFINITIONS:

A. "Address Library Report" means the address report from the Secretary of State ("SOS") voter registration system which defines street addresses within the jurisdiction.

B. "Chief Election Official", ("CEO") shall mean the Gunnison County Clerk and Recorder who shall act as the "Coordinated Election Official," as defined within the Colorado Election Code and SOS Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Colorado Election Code and SOS Rules which require action by the CEO.

C. "Colorado Election Code" means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.)

D. "Coordinated Election" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the

same day and the eligible electors are all registered electors, and the County Clerk is the Chief Election Official for the jurisdictions.

E. "Contact Officer" who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

F. "Designated Election Official" ("DEO"), who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Colorado Election Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

G. "IGA" means Intergovernmental Agreement between the County Clerk and the Jurisdiction for election coordination.

H. "Jurisdiction" means those Jurisdictions or local governments participating in the Coordinated Election under the terms of this Agreement.

I. "Local Government Election Code" means or any other Title of C.R.S governing participating Jurisdiction's election matters.

J. "Mail Ballot Packet" means the packet of information provided by the chief election official to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy envelope, and a return envelope. § 1-7.5-103(5), C.R.S.

K. "Post-Election Audit" means such audit as set forth in SOS Rule 11.3.3.

L. "Proposed Jurisdiction" means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database.

M. "SOS" means State of Colorado Secretary of State.

N. "SOS Election Calendar" means the most recent election calendar as published on the SOS website located at www.sos.state.co.us.

O. "SOS Rules" means State of Colorado Secretary of State Rules

SECTION II
JURISDICTIONAL LIMITATION

2.1 THE LIMITATIONS OF THE JURISDICTION INCLUDE:

A. The Jurisdiction encompasses territory within Gunnison County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Gunnison County.

B. Where the Jurisdiction is entirely contained within Gunnison County, the CEO has jurisdiction in setting ballot order and number. When the Jurisdiction is split among more than one county, the CEO agrees to coordinate with the Controlling County CEO, pursuant to SOS Rule 4.2, prior to agreeing upon ballot order or numbering.

SECTION III
COUNTY CLERK AND JURISDICTION RESPONSIBILITIES

The County Clerk and the Jurisdiction shall each perform their respective duties and/ or functions within the context of this Agreement:

3.1 JOINT RESPONSIBILITIES

A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices if required.

B. Nothing herein shall be deemed or construed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.

C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.

D. All parties shall enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.

3.2 THE COUNTY CLERK SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION:

A. Designate a "Contact Officer". The CEO has designated the Gunnison County Election Manager, Diane Folowell, who will serve under the authority of the CEO as the Contact Officer. The Contact Officer shall have the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO). The Contact Officer shall provide to the

Jurisdiction's DEO such advice (not including legal advice) and oversight as may help in the conduct of the Jurisdiction's election. The Contact Officer may be reached by telephone at 970-641-7927, fax at 970-642-4675 or e-mail to dfolowell@gunnisoncounty.org.

B. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).

C. Adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.

D. Enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.

E. Use the Address Library Report attached hereto and incorporated herein by reference as Exhibit A and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.

1. Provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data along with a Boundary Map attached hereto and incorporated herein by reference as Exhibit B.

2. County Clerk will verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

3. Receive from Proposed Jurisdictions a certified legal description, map, and street list, identifying all street ranges for street addresses within the proposed Jurisdiction by no later than 5:00 p.m. MST September 4, 2015. In the event residential addresses are not available, the Proposed Jurisdiction will be required to provide a list of the land parcel numbers which are within the boundaries of the Proposed Jurisdiction.

4. Receive from the Jurisdiction a certification of the accuracy of the Address Library Report and Boundary Map, along with any changes, additions, or deletions that need to be made, to the CEO by no later than 5:00 p.m. MST September 4, 2015. If the street list information and/ or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Coordinated Election.

5. Receive from the Jurisdiction a certification of any annexations, inclusions, and or exclusions, adopted since January 1 of the current year, to the CEO by no later than 5:00 p.m. MST September 4, 2015.

If the certification and/ or supporting documents are not provided by the date specified herein, the Jurisdiction may not participate in the Coordinated Election.

F. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.

G. Lay out the text of the official ballots in a format that complies with the Colorado Election Code.

H. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.

I. Mail the ballot packets as required by the Colorado Election Code.

J. Make available a certified list of registered voters on or before the deadline as set forth within the SOS Election Calendar attached hereto and incorporated herein by reference as Exhibit C.

K. Appoint, instruct, oversee, and administer the payment of the judges of the election.

L. Coordinate with the Board of Commissioners.

M. Prepare and run the required Logic and Accuracy test deck.

N. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).

O. Publish and post the required legal notices pursuant to § 1-5·205(1) , C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, and/ or candidates on or before the deadline as set forth within the SOS Election Calendar.

P. CEO will refer members of the press to the DEO regarding specific questions about candidates or ballot questions.

Q. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.

R. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.

S. Provide a secure area for no more than one watcher appointed by the Jurisdiction to observe the ballot counting procedures. Jurisdiction shall ensure participation of its personnel in each of the steps of the processing of the ballots prior to tabulating of the ballots.

T. Conduct a recount of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.

U. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Colorado Election Code

V. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County Clerk the total payment.

W. Store all election records as required by the Colorado Election Code.

3.3 THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION AND TABOR NOTICE:

A. The Jurisdiction shall fully perform each and every requisite to ensure that this election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13, Title 1, C.R.S.), the Local Government Election Code, any and all applicable Colorado Revised Statutes, Jurisdiction's Charters and/or its Bylaws.

B. If compliance of the above paragraph 2.2.A. requires approval by ordinance or resolution for participating in the Coordinated Election, upon execution of this Agreement, the Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the Colorado Election Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.

C. Identify a DEO to act as liaison between the Jurisdiction and the CEO.

D. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.

E. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine

controlling county for purpose of setting up shared races, issues, and questions in coordinated elections.

G. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this Coordinated Election.

H. This Agreement must be fully executed by no later than August 25, 2015 pursuant to the Colorado Election Code and the SOS Election Calendar. The Jurisdiction must return a signed copy of this Agreement to the CEO prior to that date.

I. Provide at least one member, and no more than two members, from the Jurisdiction available to participate in each of the steps of the election process.

J. Use the Address Library Report provided by the County Clerk to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street list information and/or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Coordinated Election.

K. Identify any errors, omissions, and/ or corrections to the street ranges used to define Jurisdictional boundaries, in writing by no later than 5:00 p.m. MST September 4, 2015.

L. DEO shall verify and certify to CEO, by submittal of the Address Library Report & Boundary Map Approval Form attached hereto and incorporated herein by reference as Exhibit D, the accuracy of the Address Library Report and Boundary Map including any changes, additions, or deletions to be made to the street ranges and return with signed IGA on or before the deadline as set forth within the SOS Election Calendar. CEO shall have no obligation whatsoever to perform such verification.

M. Proposed Jurisdictions, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Jurisdiction by no later than 5:00 p.m. MST September 4, 2015. In the event residential addresses are not available, the proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the proposed Jurisdiction.

N. DEO shall verify and certify to CEO of any annexations, inclusions, and or exclusions, to the Jurisdiction, including all supporting documents, by no later than 5:00 p.m. MST September 4, 2015.

O. The DEO and not the CEO, shall be responsible to provide each candidate with the necessary petition. The DEO shall review all petition information and verify the information against the registration records, and, where applicable, the County Assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed the DEO shall certify the candidate to the ballot, and, if the election is a Coordinated Election, so notify the CEO.

P. Provide a certified copy, and an electronic copy in a ".doc or .rtf" format as an email attachment to the Clerk's office at dfolowell@gunnisoncounty.org AND ksimillion@gunnisoncounty.org, of the ballot content (candidates, issues and questions) exactly as it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues and/or ballot questions shall be final and the Clerk shall not make any changes to the same. Such certified copy and electronic transmission shall be received at the earliest possible time but, in accordance with C.R.S. 1-5-203(3) (a), by no later than 5:00 p.m. MST September 4, 2015.

Q. The Jurisdiction shall proofread and approve the ballot language for printing as soon as the proposed ballot is available. The Jurisdiction shall designate a person to be available for proofing and approving ballot content prior to printing by completing and returning the Designated Individual for Ballot Proofing and Approval Form, attached hereto and incorporated herein by reference as Exhibit E, by no later than 5:00 p.m. MST September 10, 2015. The designated individual shall be available from 8:00 a.m. to 5:00 p.m. MST from September 10, 2015 until final approval of the ballots for printing.

R. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S.

S. Jurisdiction shall attempt to limit content to four linear ballot column inches. Content exceeding this limit will be subject to additional fees. Content limits shall not apply to candidate races.

T. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to a person designated by the Jurisdiction to the CEO at least forty-five (45) days prior to this election. The DEO shall have staffing by Jurisdiction and be available to the CEO; and also shall reply to the originator of such substance and operations questions within a reasonable

time after being notified of the same by the CEO. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response.

U. Determine the ballot title and text.

V. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Division) in a plain text format on or before the deadline as set forth within the SOS Election Calendar. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city / town charter), ballot issues, and/ or ballot questions shall be final and the County Clerk will not be responsible for making any changes after the certification, except those prescribed by statute. We will not accept text with bold, italic, underline, bullets tables or indentations. All caps are reserved for TABOR issues only per the Colorado Election Code.

W. Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County Clerk. The jurisdiction shall call and leave a voice mail recording at 970-641-7927 and include each candidate's name; jurisdiction and title of office no later than September 9, 2015.

X. Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after 5:00 p.m. MST September 4, 2015, may result in their candidates, issues, or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. The Jurisdiction shall also reimburse the full and actual costs of the activities of the CEO relating to the election.

Y. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to CEO before the printing of the ballots within 24 hours of receipt of layout.

Z. Prepare, hand-count, and deliver to the CEO, the required test deck of ballots for testing the electronic vote counting equipment.

AA. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction shall utilize the online inquiry terminal to access the State of Colorado and Gunnison County voter registration records to confirm voter registration and verify "property ownership" information at:

http://www.sos.state.co.us/pubs/elections/forms/voterLookup-DEO.pdf

BB. The DEO shall verify and certify to the CEO, by no later than 5:00 p.m. MST October 14, 2015 pursuant to §1-5-304, C.R.S., an initial and supplemental certified list of "property owners" (if applicable) eligible to vote in the election, as determined by the Jurisdiction, who:

1. Own real property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Gunnison County ("Out of County" property owners); or,

2. Own real property within the Jurisdiction, appear on the Gunnison County list of registered voters, and reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Gunnison County "In County" property owners.

3. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Gunnison County precinct number, if applicable.

CC. Publish and post any required legal notices for the jurisdiction's candidates, ballot issues and/ or ballot questions, other than the notice required by §1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County Clerk for its records.

DD. Provide support on the day of the election via telephone and in person, should the need arise, from 7:00 am until counting of the ballots is completed. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided.

EE. Notify the CEO within twenty-four hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County Clerk for the full cost of the recount. If other Jurisdictions are included in the recount the cost of the recount will be pro-rated among the participating Jurisdictions as per §1-10.5-101, C.R.S.

SECTION IV
COMPENSATION

4.1 COMPENSATION DUE TO COUNTY CLERK.

A. In consideration for the County Clerk conducting the Coordinated Election and providing the services identified in above Section 3.2 herein, the Jurisdiction shall compensate the County Clerk at a cost of Two and 83/100 U.S. Dollars ($2.83) per registered voter, based upon eligible registered voters as of August 6, 2015, for an approximate total amount of Ten Thousand Nine Hundred Forty Three and 61/100 U.S. Dollars ($10,943.61) ,not to exceed an increase of more than 10%. The costs may vary based on the number of jurisdictions that proceed with ballot measures and/or elections.

B. Any additional election costs resulting from Jurisdiction delays, special preparations, cancellations, recounts or other special circumstances relating to the Jurisdiction's participation in the Coordinated Election shall be allocated on a time and materials basis of Fifty and No/100 U.S. Dollars ($50.00) per hour per employee for labor and actual cost of materials.

C. Within thirty (30) days from the date of receipt of County Clerk's invoice for costs incurred in relation to conducting the Coordinated Election, the Jurisdiction shall remit total payment due and owing to the County Clerk.

SECTION V
CANCELLATION OF ELECTION

5.1 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event that the Jurisdiction resolves not to hold the election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred both before and after the CEO's receipt of such notice. The Jurisdiction shall provide and post notice the withdrawal of election by publication as defined in the Colorado Election Code by no later than 5:00 p.m. MST September 4, 2015. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see SOS Election Calendar), the text provided by the Jurisdiction cannot be removed from the ballot and/ or the Ballot Issue notice (TABOR Notice) and Jurisdiction shall owe and pay the full amount under this Agreement.

SECTION VI
GENERAL MATTERS

6.1 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Colorado Election Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this agreement and/ or the deadlines as published in the SOS Election Calendar or the Colorado Election Code may result in consequences up to and including termination of this agreement.

6.2 TERM.

The term of this Agreement shall continue until all statutory requirements concerning the creation, printing, and distribution of the TABOR Notice, if needed, and conduct of the election are fulfilled.

6.3 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

6.4 AMENDMENT.

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby, and following the same formality as the execution of the initial Agreement.

6.5 DEFAULT.

Should the Jurisdiction fail to comply with the terms and conditions of this Agreement, the County Clerk shall have no obligation whatsoever to perform the services identified herein to conduct and administer a Coordinated Election for said Jurisdiction.

6.6 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County Clerk: Kathy Simillion
Gunnison County Clerk and Recorder
Elections Division
221 N. Wisconsin Street
Gunnison, CO 81230
Fax: (970) 642-4675

To Jurisdiction: City of Gunnison
Post Office Box 239
Gunnison CO 81230
Fax: (970) 641-8051

6.7 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

In the event that any provision in this Agreement conflicts with the Colorado Election Code, Local Government Election Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

6.8 INDEMNIFICATION - NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

A. The Jurisdiction agrees to indemnify, defend by an attorney of the choice of the County Clerk, at the cost of the Jurisdiction, and hold harmless the County Clerk, Gunnison County, its Commissioners, and its and their agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind, brought by any person or entity.

B. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement.

C. Nothing in this agreement shall be construed to be a waiver by the County Clerk, Gunnison County or the Jurisdiction of the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.

D. This Section 6.8 shall survive any termination or expiration of this Agreement.

6.9 NO THIRD PARTY BENEFICIARIES.

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 County Clerk and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

6.10 ENTIRE AGREEMENT.

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

GUNNISON COUNTY CLERK AND RECORDER

By: _____ Date: _____
Kathy Simillion

ATTEST:

_____
Deputy County Clerk

CITY OF GUNNISON

By:_____ Date: _____
Richard Hagan, Mayor

ATTEST:

_____
Gail Davidson, City Clerk