AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Intergovernmental Agreement between Gunnison County Clerk and Recorder and Gunnison County Metropolitan Recreation District; Conduct and Administration of the November 4, 2014 General Election

Action Requested: County Manager Signature

Parties to the Agreement: GUNNISON COUNTY METROPOLITAN REC DIST/COUNTY CLERK

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
IGA AGREEMENT WITH GUNN COUNTY METROPOLITAN REC DIST FOR GENERAL ELECTION 2014

Fiscal Impact: Will reimburse their pro-rated share of elections costs

Submitted by: STELLA DOMINGUEZ **Submitter's Email Address:** sdominguez@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Per language in agreement, we will invoice for share of election costs to be reimbursed to Gunnison County.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/26/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Please confirm that the portions that have been "stricken through" were done so with Stella's approval, as those portions do not appear to have Stella's intials.

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 8/27/2014 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 8/27/2014

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 9/2/2014 Follow Up Agenda Date:

Revised April 2013

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

GUNNISON COUNTY METROPOLITAN RECREATION DISTRICT

Regarding the Conduct and Administration of the

NOVEMBER 4, 2014
GENERAL ELECTION

Prepared by:
Stella Dominguez
Gunnison County Clerk and Recorder
221 N. Wisconsin
Gunnison, Colorado 81230
(970) 641-1516

DEO Initials

THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Gunnison, State of Colorado, on behalf of the Gunnison County Clerk and Recorder (hereinafter referred to as the "County") and the Gunnison County Metropolitan District, Colorado (hereinafter referred to as the "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 and Jurisdiction have determined that it is in the best interest of the taxpayers and the electors to conduct a General Election on November 4, 2014; and

WHEREAS, such agreements are authorized by State 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 General Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants shall be required to execute agreements with Gunnison County for this purpose and may include municipalities, school districts, and special districts within the Gunnison County limits and the State of Colorado.

2. The Gunnison County Clerk and Recorder shall be designated as the Chief Election Official (hereinafter "CEO").

3. FURTHER, the Parties agree as follows:

SECTION I.
PURPOSE AND GENERAL MATTERS

1.1 DEFINITIONS:

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

B. "Chief Election Official", (hereinafter "CEO") shall mean the County Clerk and Recorder who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction

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for all matters in the Code and the Rules which require action by the CEO.

C. "Colorado Election Code" or "Code" means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

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" (hereinafter "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 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 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. "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.

J. "Post-Election Audit" means such audit as set forth in SOS Rule 11.5.4.

K. "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.

Jurisdiction DEO Initials

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

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

1.2 JOINT RESPONSIBILITIES

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

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.

1.3 JURISDICTIONAL LIMITATION

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 Jurisdiction agrees to coordinate with the CEO prior to agreeing upon ballot order or numbering.

SECTION II.
COUNTY/JURISDICTION RESPONSIBILITIES

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

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

A. 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).

B. Designate a "Contact Officer" with 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).

C. The Contact Officer shall provide to the Jurisdiction's Designated Election Official (as defined below) such advice (not including legal advice) and oversight as may help in the conduct of the Jurisdiction's election.

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

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

F. Use the Address Library Report and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.

   a. Provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data.

Jurisdiction DEO Initials

b. County 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.

c. Receive from Proposed Jurisdictions a certified legal description, map, ~~and street list, identifying all street ranges for street addresses within the proposed Jurisdiction on or before eighty (80) days prior to the election. 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.~~

d. ~~Receive from the Jurisdiction a certification of the accuracy of the Address Library Report, along with any changes, additions, or deletions that need to be made, to the CEO eighty (80) days prior to the election. 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.~~

e. Received from the Jurisdiction a certification of any annexations, inclusions, and or exclusions, adopted since January 1 of the current year, to the CEO eighty (80) days prior to the election. If the certification and/ or supporting documents are not provided by the date specified herein, the Jurisdiction may not participate in the Coordinated Election.

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

H. Lay out the text of the official ballots in a format that complies with the Code. (See also Section 1.03 (B) herein).

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

J. Mail the ballot packets as required by the Code.

K. Make available a certified list of registered voters on or before the deadline as set forth within the SOS Election Calendar – Exhibit A.

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

M. Coordinate, instruct, and oversee the Board of Commissioners.

Jurisdiction DEO Initials

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

O. 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).

P. 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 - Exhibit A.

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

R. 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.

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

T. Provide a secure area for no more than two persons appointed by the Jurisdiction to observe the ballot counting procedures.

U.

V. 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.

Jurisdiction DEO Initials JP

W. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.

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

Y. 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 the total payment.

Z. Store all election records as required by the Code.

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

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

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

C. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 6.2 to determine controlling county for purpose of setting up shared races, issues, and questions in coordinated elections. (See Section 1.03 (B) herein).

D. The Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the 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.

E. 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.

F. The IGA must be returned to the CEO with both signature pages on or before the deadline as set forth within the SOS Election Calendar ·Exhibit A in order to enter into an intergovernmental agreement, per the Code.

G. It is recommended and encouraged for the jurisdiction to participate in the events listed above. Provide at least one member, and no more than two members, from

Jurisdiction DEO Initials

the Jurisdiction to participate in each of the steps of the election process, if possible.

H. ~~Use the Address Library Report provided by the County to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to elector s, 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.~~

I. Identify any errors, omissions, and/ or corrections to the street ranges used to define Jurisdictional boundaries, in writing eighty (80) days prior to Election Day.

J. ~~Provide CEO certification of the accuracy, to the best of their knowledge, of the Address Library Report 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 – attached as Exhibit "A".~~

K. 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 on or before eighty (80) days prior to Election Day. 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.

L. Provide CEO certification of any annexations, inclusions, and or exclusions, to the Jurisdiction, including all supporting documents, on or before eighty (80) days prior to Election Day.

M. Pursuant to Colorado Election Rule7.2.3 (c): "In coordinated elections, the county clerk must mail ballots to all active eligible electors of each political subdivision. For special district elections, the designated election official of each district must certify to the county clerk the list of electors eligible to vote under Section 32-1-806, C.R.S.". Accordingly, Jurisdiction shall comply with the certification requirements of Section 32-1-806, C.R.S.

N. 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.

Jurisdiction DEO Initials

O. 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, 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), no later than 60 (sixty) days before the election which, in this is instance, is September 5, 2014, at 5:00 p.m. MST.

P. 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 attached Exhibit "B," no later than September 9, 2014.

Q.

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 of $1,000 for each additional linear ballot column inch charged in full one linear ballot column inch increments. Content limits shall not apply to candidate races. Charges shall not exceed $0.50 per registered voter, not including publication or TABOR Notice costs.

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 Department) in a plain text format on or before the deadline as set forth within the SOS Election Calendar - Exhibit A. 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

Jurisdiction DEO Initials

applicable, city / town charter), ballot issues, and/ or ballot questions shall be final and the County 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 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. Please call and leave a voice mail recording at (303) 663-6279 and include the candidate name; jurisdiction and title of office.

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 the above noted date of September 5, 2014, 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 before the printing of the ballots.

Z.

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

BB. ~~For elections where owning property in the Jurisdiction is a requirement for voting~~ in ~~the election, 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.~~

CC. Provide the CEO with an initial and supplemental certified list of "property owners" (if applicable) eligible to vote in the election, as determined by the Jurisdiction, who:

a. Own 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,

b. 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.

DD. 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 for its records.

EE. 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.

FF. 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 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.

GG. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment.

HH. Pay any additional or unique election costs resulting from Jurisdiction delays and/ or special preparations or cancellations relating to the Jurisdiction's participation in the Coordinated Election.

SECTION III.
CANCELLATION OF ELECTIONS

3.1 CANCELLATION OF ELECTION BY THE JURISDICTION.

A. 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 by publication as defined in the Code. 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 – Exhibit "A"), the text provided by the Jurisdiction cannot be removed from the ballot and/ or the Ballot Issue notice (TABOR Notice).

Jurisdiction DEO Initials

SECTION IV.
MISCELLANEOUS

4.1 NOTICES.

A. 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: Stella Dominguez
Gunnison County Clerk and Recorder
Elections Department
221 N. Wisconsin
Gunnison, CO 81230
Fax: (970) 641-7956

To Jurisdiction: Lori Patin
Gunnison County Metropolitan Recreation District
P.O. Box 1369
Gunnison CO 81230

4.2 TERM OF AGREEMENT.

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

4.3 AMENDMENT.

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.4 INTEGRATION.

Jurisdiction DEO Initials LP

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.

4.5 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

In the event that any provision in this Agreement conflicts with the 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.

4.6 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the 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 - Exhibit C or the Code may result in consequences up to and including termination of this agreement.

4.7 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.

4.8 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties hereto understand and agree that the County, it 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 (the "CGIA"), §§ 24-10- 101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.9 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 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.

4.10 EXHIBITS.

The following Exhibits are incorporated herein by this reference.

Exhibit A SOS Election Calendar (subject to updates)
Exhibit B Designated Individual for Ballot Proofing and Approval
Exhibit C TABOR Notice

END OF PAGE

Jurisdiction DEO Initials

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

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By: Matthew Birnie, County Manager

Date _____

CHIEF ELECTION OFFICIAL:

By: Stella Dominguez, Clerk and Recorder

Date 8-25-14

ATTEST:

_____

Deputy Clerk

NAME

_____

By

8/22/14

_____

Date

ATTEST:

_____