AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Memora

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and BOCC of Chaffee County, Colorado

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

Summary:

MOU with Chaffee County Clerk for Gunnison County to borrow and use 3 electronic voting EScans.

Fiscal Impact: $10.00

Submitted by: Diane Folowell **Submitter's Email Address:** dfolowell@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/1/2015

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 9/2/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/3/2015

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

Agenda Date: 9/15/2015

Revised April 2015

RECEIVED
AUG 24 2015
GUNNISON COUNTY
ELECTIONS DIVISION

MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
AND
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CHAFFEE, COLORADO

THIS MEMORANDUM OF AGREEMENT (herein "Agreement") is entered into this "30th" day of July, 2015 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CHAFFEE, COLORADO (herein "Chaffee County") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO (herein "Gunnison County") provides that:

RECITALS

WHEREAS, Chaffee County owns three Hart InterCivic EScans that will not be utilized during the November 3, 2015 election and are available for use by another county; and

WHEREAS, Gunnison County is in need of additional EScans for the November 3, 2015 election; and

WHEREAS, Chaffee County, in the spirit of county election cooperation, would like to provide Gunnison County with three available Hart InterCivic EScans.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein Chaffee County and Gunnison County agree to the following:

1. SERVICES.

A. Prior to the November 15, 2015, Chaffee County agrees to loan to Gunnison County three Hart InterCivic EScans identified with Serial Numbers G78686, G715D3 and G786C0 (herein "EScans').

B. Gunnison County agrees to provide for pick up and return delivery of the EScans within the term identified herein. Pursuant to § 1-5-605.5 C.R.S., the Clerk and Recorder of Gunnison County or designated election official shall be the custodian of the EScans and will maintain a chain of custody during the term of this Agreement to ensure continuation of Trusted Build. Documentation of that chain of custody will be provided to Chaffee County prior to expiration of this Agreement.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate when the scope of services is complete, but not later than December 31, 2015, unless extended by mutual written agreement of the parties 30 days prior to the expiration date or otherwise terminated or replaced as provided herein.

3. CONSIDERATION

In consideration for the services identified above, Gunnison County shall pay Chaffee County Ten and No/100 U.S. Dollars ($10.00) the receipt and sufficiency of which is hereby acknowledged.

4. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) 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.

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

5. DELEGATION AND ASSIGNMENT.

Gunnison County shall not delegate or assign its duties under this Agreement without the prior written consent of Chaffee County which consent Chaffee County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

6. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

7. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or

rendered if delivered personally or sent by certified first class U.S. mail, postage prepaid, addressed as follows:

Chaffee County: Board of County Commissioners
of the County of Chaffee, Colorado
P.O. Box 699
Salida, CO 81201

Gunnison County: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

8. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

9. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

County Manager Matthew Birnie for the
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
~~Paula Swenson, Chairperson~~
Matthew Birnie
County Manager

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF CHAFFEE, COLORADO

By: _____
Dennis Giese, Chairperson

ATTEST:

_____
County Clerk

STATE OF COLORADO
Department of State

1700 Broadway, Suite 200
Denver, CO 80290

Wayne W. Williams
Secretary of State

Judd Choate
Director, Elections

*No money exchanging hands as we will return them to Chaffee Once Election is Finalized And Closed!! "Elf"

Voting Equipment Purchase, Lease, and Transfer Approval Form

Rule 11.91 requires counties to notify and obtain approval from the Secretary of State before the purchase, lease, or transfer of any voting equipment. Fill out this form and e-mail it to voting.systems@sos.state.co.us. Please include any relevant attachments.

Requestor Information

County: Gunnison County Contact: Diane Folowell Date: (7/29/2015)

Phone #: (970) 641-7927 Email: dfolowell@gunnisoncounty.org

Purchase Request

Vendor/County: Equipment Type(s):

Model(s): Quantity: Serial Number(s)

Software application(s) and version(s):

Total Cost: $ Reason for purchase:

Transfer Request

Vendor/County: from Chaffee County - Equipment Type(s): Escans

Model(s): "Hart" Quantity: (3) Serial Number(s) [G78686; G715D3; + G786C0.

Software application(s) and version(s):

Total Cost/Revenue: $ 0 Reason for transfer: need (3) additional "Escans" Due to a lg. # of Ours are Dead !!!!

For SOS Use Only

Approved: ☒ Disapproved: ☐

Reason:

Counties where surplus equipment may be available to meet this need:

Signature: _____ Date: 7/31/2015

Printed name: Jessi Romero