AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreements between the Gunnison

Action Requested: Other Approval/Ratification

Parties to the Agreement:

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

Summary:

Attached please find Intergovernmental Agreements between the Gunnison County Clerk and Recorder and participating Jurisdictions for the 2015 Coordinated Election.

Fiscal Impact:

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
I agree with the determination of costs to be reimbursed to Gunnison County for services provided to each entity for the 2015 Coordinated Election.

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

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

Comments:
ok db 9/11/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/11/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 9/11/2015

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

Agenda Date: 9/15/2015

Revised April 2015

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

CARBONDALE RURAL ~~AND~~ And FIRE Protection DISTRICT

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 Carbondale ~~Rural and Fire District~~ ("Jurisdiction") collectively as the ("Parties"); and Rural Fire Protection District

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 One Thousand Ninety Eight and 04/100 U.S. Dollars ($1,098.04), 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: Carbondale Rural ~~and~~ Fire ~~District~~ Protection District
300 Meadowood Drive
Carbondale CO 81623
Fax: (970) 963-0569

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: Kathy Simillion
Kathy Simillion

Date: (8/25/2015)

GUNNISON COUNTY SEAL COLORADO

ATTEST:

Diane L. Falomee
Deputy County Clerk

CARBONDALE RURAL ~~AND~~ & FIRE PROTECTION DISTRICT

By: _____
Eugene K. Schilling, President

Date: 8/24/15

ATTEST:

_____
Louis E. Eller, Jr., Secretary

County: Gunnison
User Name : Kathy Simillion

Date : 08/06/2015 04:12 PM
Report No. : AL-001

District : FIRE PROTECTION DISTRICT - CARBONDALE & RURAL FIRE PROTECTION DISTRICT Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
Comments											
3056126002.111	W	1ST	ST		1-101	A			MARBLE	81623	
3056126002.111	E	2ND	ST		100-205	A			MARBLE	81623	
3056126002.113		ALPINE	ST		1-175	A			MARBLE	81623	
3056126002.113		ASPEN	ST		1-200	A			MARBLE	81623	
3056126002.113		BANNOCKBURN			139-200	A			MARBLE	81623	
3056126002.113		BROOKIE	DR		160-1012	A			MARBLE	81623	
3056126002.113		CANYON	CT		24-24	A			MARBLE	81623	
3056126002.113		CHILDERS	WAY		1-10	A			MARBLE	81623	
3056126002.99		COUNTY RD 3			11-5499	A			GUNNISON	81230	
3056126002.111		COUNTY RD 3			5500-5700	A			MARBLE	81623	
3056126002.99		COUNTY RD 3			7000-10001	A			GUNNISON	81230	
3056126002.113		CRYSTAL	DR		12-136	A			MARBLE	81623	
3056126002.113		CRYSTALLINE	DR		1-170	A			MARBLE	81623	
3056126002.113		DEER	TRL		29-227	A			MARBLE	81623	
3056126002.113		EVERGREEN	LN		1200-1250	A			MARBLE	81623	

County: Gunnison
User Name : Kathy Simillion

Date : 08/06/2015 04:12 PM
Report No. : AL-001

District : FIRE PROTECTION DISTRICT - CARBONDALE & RURAL FIRE PROTECTION DISTRICT Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126002.113		FELDSPAR	LN		1-8000	A			MARBLE	81623	
3056126002.111		GALLO HILL	DR		15-235	A			MARBLE	81623	
3056126002.113		GULCH	WAY		1-100	A			MARBLE	81623	
3056126002.111		HAYS			100-500	A			MARBLE	81623	
3056126002.111		HILL	ST		100-323	A			MARBLE	81623	
3056126002.113		HOKA HEY	TRL		1-500	A			MARBLE	81623	
3056126002.113		HOLLAND	DR		1-1000	A			MARBLE	81623	
3056126002.99		HWY 133			22994-30022	A			SOMERSET	81434	
3056126002.113		JUNIPER	CT		27-37	A			MARBLE	81623	
3056126002.111		JUNIPER	CT		48-48	A			MARBLE	81623	
3056126002.113		JUNIPER	CT		55-55	A			MARBLE	81623	
3056126002.111		JUNIPER	CT		66-73	A			MARBLE	81623	
3056126002.111		LICHEN	CT		19-67	A			MARBLE	81623	
~~3056126002.113~~		~~LYON~~	~~LN~~		~~1212-1212~~	~~A~~	DON'T HAVE		~~MARBLE~~	~~81623~~	no

Deleted

County: Gunnison
User Name : Kathy Simillion

Date : 08/06/2015 04:12 PM
Report No. : AL-001

District : FIRE PROTECTION DISTRICT - CARBONDALE & RURAL FIRE PROTECTION DISTRICT Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
√ 3056126002.111	E	MAIN	ST		24-223	A			MARBLE	81623	
√ 3056126002.111	W	MAIN	ST		101-301	A			MARBLE	81623	
√ 3056126002.111	W	MAIN	ST		507-710	A			MARBLE	81623	
√ 3056126002.113	W	MAIN	ST		915-915	A			MARBLE	81623	
√ 3056126002.111	E	MARBLE	ST		1-501	A			MARBLE	81623	
√ 3056126002.111	W	MARBLE	ST		100-499	A			MARBLE	81623	
√ 3056126002.113		MARBLE QUARRY	RD		1-3411	A			MARBLE	81623	
√ 3056126002.113		MARBLE VILLAGE	DR		100-5499	A			MARBLE	81623	
√ 3056126002.111		MARBLE VILLAGE	DR		5500-7000	A			MARBLE	81623	
√ 3056126002.113		MEADOW	LN		106-758	A			MARBLE	81623	
3056126002.113		MICA	DR		1-500	A	REMOVED BY GUNNISON		MARBLE	81623	SHOULD BE WEST VILLAGE
√ 3056126002.113		MILTON	WAY		166-1698	A			MARBLE	81623	
√ 3056126002.113		MINERS	CT		50-50	A			MARBLE	81623	
√ 3056126002.113		MINERS CAMP	RD		50-70	A			MARBLE	81623	
√ 3056126002.113		NUB	ST		25-100	A			MARBLE	81623	

County: Gunnison
User Name : Kathy Simillion

Date : 08/06/2015 04:12 PM
Report No. : AL-001

District : FIRE PROTECTION DISTRICT - CARBONDALE & RURAL FIRE PROTECTION DISTRICT Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126002.113		PANORAMA	DR		57-200	A			MARBLE	81623	
3056126002.111	E	PARK	ST		213-500	A			MARBLE	81623	
3056126002.111	W	PARK	ST		115-800	A			MARBLE	81623	
3056126002.113		PINE	ST		316-318	A			MARBLE	81623	
3056126002.113		PROSPECTOR	TRL		1-2000	A			MARBLE	81623	
~~3056126002.113~~		~~RAGGED MTN TRACTS~~	~~TRL~~		~~1-33~~	~~A~~	~~DON'T HAVE~~		~~MARBLE~~	~~81623~~	NO
3056126002.113		RAINBOW	DR		10-450	A			MARBLE	81623	
3056126002.113		RASPBERRY	LN		1-1000	A			MARBLE	81623	
3056126002.113		RIVER	RD		28-132	A			MARBLE	81623	
3056126002.113		ROCKY KNOLL	TRL		1-500	A			MARBLE	81623	
3056126002.113		SERPENTINE	TRL		100-1860	A			MARBLE	81623	
3056126002.113		SILVER	DR		1-500	A			MARBLE	81623	
3056126002.111	E	SILVER	ST		118-323	A			MARBLE	81623	
3056126002.111	W	SILVER	ST		1-420	A			MARBLE	81623	

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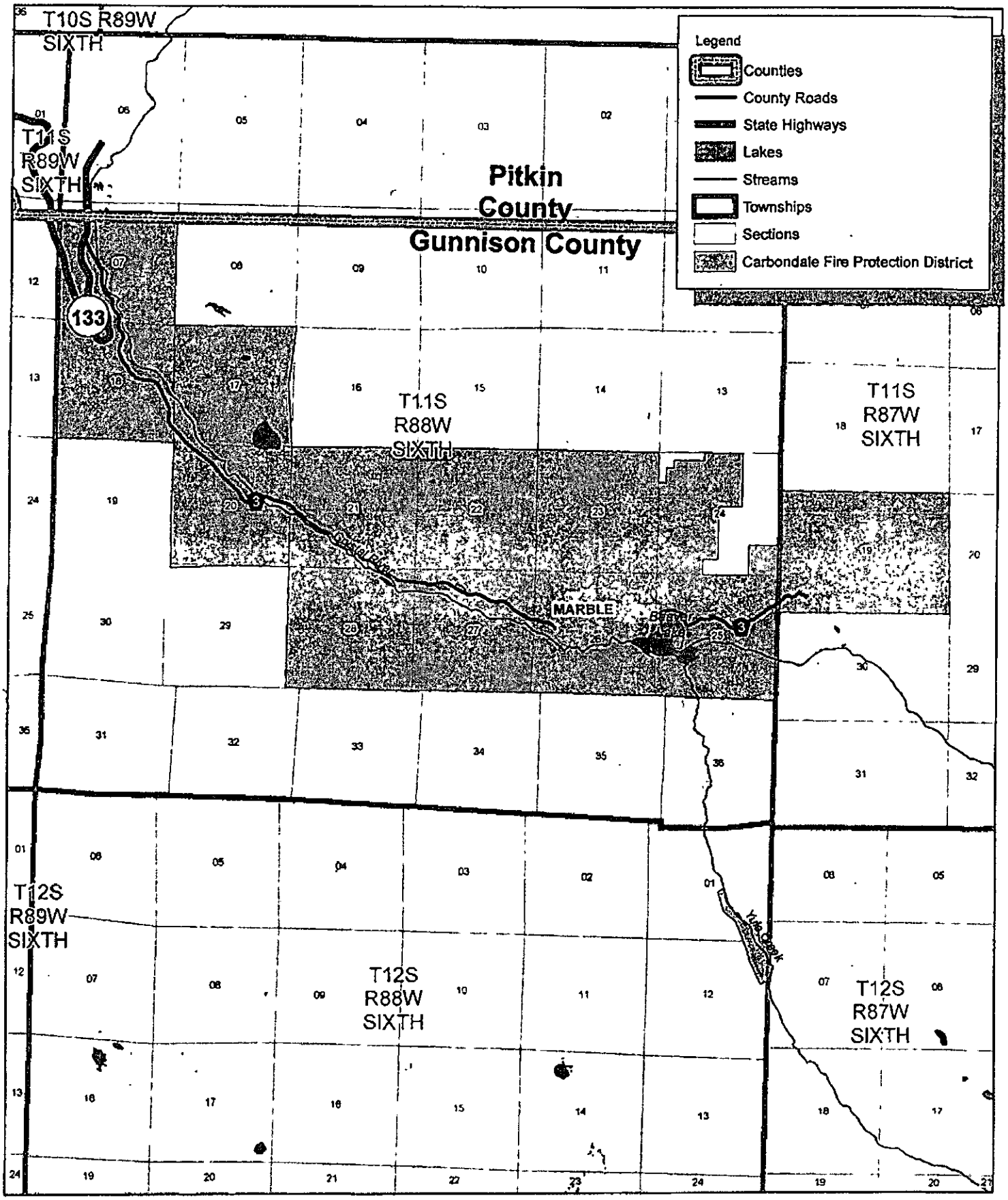
Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126002.113		SILVER VEIN	DR		1-500	A			MARBLE	81623	
3056126002.113		SILVER VEIN	RD		1-500	A			MARBLE	81623	
3056126002.111		SLATE	DR		96-250	A			MARBLE	81623	
3056126002.113		SLATE	DR		264-264	A			MARBLE	81623	
3056126002.111		SLATE	ST		525-525	A			MARBLE	81623	
3056126002.111	E	STATE	ST		101-220	A			MARBLE	81623	
3056126002.111	W	STATE	ST		4-475	A			MARBLE	81623	
3056126002.113		WEST VILLAGE	DR		25-270	A			MARBLE	81623	
3056126002.113		WEST VILLAGE	DR		339-2402	A			MARBLE	81623	



Carbondale Fire Protection District In Gunnison County

0 0.25 0.5 1 1.5 2 Miles

1 in = 1 miles

Gunnison County GIS • 200 E. Virginia Ave. • Gunnison, CO 81230 • 970-641-7620

EXHIBIT D

Address Library Report & Boundary Map Approval Form

The DEO for the Jurisdiction of _____ has verified the Address Library Report and Boundary Map for the Jurisdiction and hereby certifies the accuracy of the same.

By: _____

DEO for _____

The DEO for the Jurisdiction of CRFPD has verified the Address Library Report and Boundary Map for the Jurisdiction and does not certify the accuracy of the same for the following reason(s):

Changes noted on address library - see attached

By: [illegible]

DEO for CRFPD

EXHIBIT E

Designated Individual for Ballot Proofing and Approval Form

The Jurisdiction of Carbondale & Rural Fire Protection District designates the following individual for purposes of proofreading and approving ballot language prior to printing:

Name: Ron Leach

Address: 300 Meadowood Dr.
Carbondale, CO 81623

Phone Number(s): 970-963-2491

Fax Number: 970-963-0869

E-mail Address: Leach@CarbondaleFire.Org

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

CITY OF GUNNISON

RECEIVED
AUG 2 4 2015
GUNNISON COUNTY
ELECTIONS DIVISION

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

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

Count Officer" who shall act as the primary liaison or contact between the
ion and the County Clerk. The Contact Officer shall be that person

E. "Contac authority of the County Clerk who will have primary responsibility
Jurisdic ordination of the election for the Jurisdiction and the procedures
under th pleted by the County Clerk hereunder.

for the co
to be com Election Official" ("DEO"), who shall be identified by the
to act as the primary liaison between the Jurisdiction and the

F. "Designated er and who will have primary responsibility for the conduct of
Jurisdiction edures to be handled by the Jurisdiction hereunder. To the
Contact Offi Colorado Election Code requires that an Election Official of
election proc conduct a task, the DEO shall conduct same.

extent that the
the Jurisdiction governmental Agreement between the County Clerk and
r election coordination.

G. "IGA" means Inte
the Jurisdiction fo ns those Jurisdictions or local governments participating
l Election under the terms of this Agreement.

H. "Jurisdiction" mea
in the Coordinated nt Election Code" means or any other Title of C.R.S
ating Jurisdiction's election matters.

I. "Local Governme
governing particip et" means the packet of information provided by the chief
o eligible electors in the mail ballot election. The packet

J. "Mail Ballot Pack ballot, instructions for completing the ballot, a secrecy
election official a return envelope. § 1-7.5-103(5), C.R.S.

includes the
envelope, an ion Audit means such audit as set forth in SOS Rule 11.3.3.

K. "Post-Elected Jurisdiction" means a jurisdiction which may be formed pursuant
s election which is not yet identified by a tax authority code in the

L. "Propo nty Assessor database.

to thi
Co 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.

N.

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.

RECEIVED
AUG 24 2015
GUNNISON COUNTY
ELECTIONS DIVISION

GUNNISON COUNTY CLERK AND RECORDER

By: Kathy Simillion
Kathy Simillion

Date: 8/24/2015

GUNNISON COUNTY SEAL COLORADO

ATTEST:

Diane L. Falomello
Deputy County Clerk

CITY OF GUNNISON

By: Richard Hagan
Richard Hagan, Mayor

Date: 08/18/15

CITY OF GUNNISON, COLORADO CITY SEAL INCORPORATED FEBRUARY 10, 1880

ATTEST:

Gail A Davidson
Gail Davidson, City Clerk

LIST OF EXHIBITS

Exhibit A	Address Library Report
Exhibit B	Boundary Map
Exhibit C	SOS Election Calendar (subject to updates)
Exhibit D	Address Library Report & Boundary Map Approval Form
Exhibit E	Designated Individual for Ballot Proofing and Approval Form

County: Gunnison
User Name : Kathy Simillion

Date : 07/28/2015 01:33 PM
Report No. : AL-001

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926014.40	N	10TH	ST		101-699	A			GUNNISON	81230	
3055926009.39	N	10TH	ST		700-723	A			GUNNISON	81230	
3055926014.40	S	10TH	ST		100-699	A			GUNNISON	81230	
3055926014.49	S	10TH	ST		700-798	E			GUNNISON	81230	
3055926014.40	S	10TH	ST		701-799	O			GUNNISON	81230	
3055926014.40	N	11TH	ST		100-499	A			GUNNISON	81230	
3055926009.39	N	11TH	ST		500-1002	E			GUNNISON	81230	
3055926014.40	N	11TH	ST		501-699	O			GUNNISON	81230	
3055926009.39	N	11TH	ST		701-711	O			GUNNISON	81230	
3055926014.49	S	11TH	ST		100-700	A			GUNNISON	81230	
3055926014.49	N	12TH	ST		100-498	E			GUNNISON	81230	
3055926014.40	N	12TH	ST		101-499	O			GUNNISON	81230	
3055926009.46	N	12TH	ST		500-1200	E			GUNNISON	81230	
3055926009.39	N	12TH	ST		501-1199	O			GUNNISON	81230	
3055926014.49	S	12TH	ST		100-708	E			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926014.40	S	12TH	ST		101-707	O			GUNNISON	81230	
3055926015.50	N	14TH	ST		100-499	A			GUNNISON	81230	
3055926009.46	N	14TH	ST		500-799	A			GUNNISON	81230	
3055926009.39	N	14TH	ST		800-1099	A			GUNNISON	81230	
3055926013.48	S	14TH	ST		100-614	A			GUNNISON	81230	
3055926014.40	S	2ND	ST		201-302	A			GUNNISON	81230	
3055926014.40	N	3RD	ST		295-299	A			GUNNISON	81230	
3055926014.40	N	3RD	ST		300-300	A			GUNNISON	81230	
3055926014.40	N	3RD	ST		301-470	A			GUNNISON	81230	
3055926014.40	S	3RD	ST		102-301	A			GUNNISON	81230	
3055926014.40	S	5TH	ST		100-700	A			GUNNISON	81230	
3055926014.40	S	6TH	ST		300-320	A			GUNNISON	81230	
3055926014.40	N	7TH	ST		100-615	A			GUNNISON	81230	
3055926014.40	S	7TH	ST		120-325	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926014.40	N	8TH	ST		106-700	A			GUNNISON	81230	
3055926009.39	N	8TH	ST		701-725	O			GUNNISON	81230	
3055926014.40	S	8TH	ST		108-720	A			GUNNISON	81230	
3055926014.40	N	9TH	ST		216-903	A			GUNNISON	81230	
3055926014.40	S	9TH	ST		206-918	A			GUNNISON	81230	
3055926010.45	N	ADAMS	ST		1-600	A			GUNNISON	81230	
3055926010.45		ALPINE HALL WSC			0-0	A			GUNNISON	81231	
3055926014.40		ANDREW	LN		1-2000	A			GUNNISON	81230	
3055926009.39		ARTHUR	AVE		400-698	E			GUNNISON	81230	
3055926009.46		ARTHUR	AVE		401-699	O			GUNNISON	81230	
3055926010.45		BECKWITH HALL WSC			0-0	A			GUNNISON	81231	
3055926013.48		BIDWELL	AVE		100-599	A			GUNNISON	81230	
3055926014.49		BIDWELL	AVE		600-699	A			GUNNISON	81230	
3055926014.40		BIDWELL	AVE		700-1099	A			GUNNISON	81230	
3055926014.40		BIDWELL	AVE		1255-1255	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926010.45		BLAZE TRAIL	RD		1-3000	A			GUNNISON	81230	
3055926015.50	N	BOULEVARD	ST		100-498	E			GUNNISON	81230	
3055926014.49	N	BOULEVARD	ST		101-499	O			GUNNISON	81230	
3055926009.46	N	BOULEVARD	ST		507-721	A			GUNNISON	81230	
3055926009.39	N	BOULEVARD	ST		800-1025	A			GUNNISON	81230	
3055926013.48	S	BOULEVARD	ST		100-698	E			GUNNISON	81230	
3055926014.49	S	BOULEVARD	ST		101-719	O			GUNNISON	81230	
3055926009.39		BOWMAN	PL		1-3	A			GUNNISON	81230	
3055926014.40		BROOKSIDE	DR		67-305	A			GUNNISON	81230	
3055926010.45		CHIPETA HALL WSC			0-0	A			GUNNISON	81231	
3055926012.80A		COLLEGE	AVE		800-902	A			GUNNISON	81230	
3055926015.50	N	COLORADO	ST		100-699	A			GUNNISON	81230	
3055926010.45	N	COLORADO	ST		700-1156	A			GUNNISON	81230	
3055926013.48	S	COLORADO	ST		100-399	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926010.45		COLORADO HALL WSC			0-0	A			GUNNISON	81231	
3055926010.45		CORONADO HALL WSC			0-0	A			GUNNISON	81231	
3056126007.007.635		COUNTY RD 14			379-379	A			GUNNISON	81230	
3055926010.45		CRYSTAL HALL WSC			0-0	A			GUNNISON	81231	
3055926010.56	E	DENVER	AVE		100-398	E			GUNNISON	81230	
3055926015.50	E	DENVER	AVE		101-397	O			GUNNISON	81230	
3055926009.46	W	DENVER	AVE		91-699	A			GUNNISON	81230	
3055926009.39	W	DENVER	AVE		700-799	A			GUNNISON	81230	
3055926009.39	W	DENVER	AVE		800-1020	E			GUNNISON	81230	
3055926014.40	W	DENVER	AVE		801-1021	O			GUNNISON	81230	
3055926014.40		DIAMOND	LN		1-150	A			GUNNISON	81230	
3055926010.45		DOLORES HALL WSC			0-0	A			GUNNISON	81231	
3055926009.39		DORCHESTER	ST		1-13	A			GUNNISON	81230	
3055926009.39	W	ELIZABETH	AVE		100-298	E			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926009.46	W	ELIZABETH	AVE		101-299	O			GUNNISON	81230	
3055926009.39	W	ELIZABETH	AVE		300-800	A			GUNNISON	81230	
3055926014.40		ELSA	CT		1-700	A			GUNNISON	81230	
3055926014.40		EMERALD	LN		1-500	A			GUNNISON	81230	
3055926010.56		ESCALANTE HALL WSC			0-0	A			GUNNISON	81231	
3055926013.48	W	EVANS	AVE		100-499	A			GUNNISON	81230	
3055926014.49	W	EVANS	AVE		599-699	A			GUNNISON	81230	
3055926014.40	W	EVANS	AVE		700-905	A			GUNNISON	81230	
3055926009.39		FLORESTA	ST		1-202	A			GUNNISON	81230	
3055926014.40	E	FRONTAGE	RD		218-701	A			GUNNISON	81230	
3055926014.40	W	FRONTAGE	RD		203-221	A			GUNNISON	81230	
3055926014.40	W	FRONTAGE	RD		223-1200	A			GUNNISON	81230	
3055926015.50	E	GEORGIA	AVE		100-412	A			GUNNISON	81230	
3055926010.45	E	GEORGIA	AVE		413-615	A			GUNNISON	81230	
3055926015.50	W	GEORGIA	AVE		117-510	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926014.49	W	GEORGIA	AVE		600-699	A			GUNNISON	81230	
3055926014.40	W	GEORGIA	AVE		700-1100	A			GUNNISON	81230	
3055926015.50	E	GOTHIC	AVE		102-399	A			GUNNISON	81230	
3055926010.56	E	GOTHIC	AVE		400-414	A			GUNNISON	81230	
3055926015.50	W	GOTHIC	AVE		101-599	O			GUNNISON	81230	
3055926009.46	W	GOTHIC	AVE		102-616	E			GUNNISON	81230	
3055926014.49	W	GOTHIC	AVE		601-699	O			GUNNISON	81230	
3055926009.39	W	GOTHIC	AVE		700-798	E			GUNNISON	81230	
3055926014.40	W	GOTHIC	AVE		701-999	O			GUNNISON	81230	
3055926014.40		GRANITE	LN		1-120	A			GUNNISON	81230	
3055926013.48	E	GUNNISON	AVE		116-499	A			GUNNISON	81230	
3055926013.48	W	GUNNISON	AVE		100-599	A			GUNNISON	81230	
3055926014.49	W	GUNNISON	AVE		600-699	A			GUNNISON	81230	
3055926014.40	W	GUNNISON	AVE		700-1199	A			GUNNISON	81230	

County: Gunnison
User Name : Kathy Simillion

Date : 07/28/2015 01:33 PM
Report No. : AL-001

District : MUNICIPALITY - CITY OF GUNNISON Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926014.40	N	10TH	ST		101-699	A			GUNNISON	81230	
3055926009.39	N	10TH	ST		700-723	A			GUNNISON	81230	
3055926014.40	S	10TH	ST		100-699	A			GUNNISON	81230	
3055926014.49	S	10TH	ST		700-798	E			GUNNISON	81230	
3055926014.40	S	10TH	ST		701-799	O			GUNNISON	81230	
3055926014.40	N	11TH	ST		100-499	A			GUNNISON	81230	
3055926009.39	N	11TH	ST		500-1002	E			GUNNISON	81230	
3055926014.40	N	11TH	ST		501-699	O			GUNNISON	81230	
3055926009.39	N	11TH	ST		701-711	O			GUNNISON	81230	
3055926014.49	S	11TH	ST		100-700	A			GUNNISON	81230	
3055926014.49	N	12TH	ST		100-498	E			GUNNISON	81230	
3055926014.40	N	12TH	ST		101-499	O			GUNNISON	81230	
3055926009.46	N	12TH	ST		500-1200	E			GUNNISON	81230	
3055926009.39	N	12TH	ST		501-1199	O			GUNNISON	81230	
3055926014.49	S	12TH	ST		100-708	E			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926014.40	S	12TH	ST		101-707	O			GUNNISON	81230	
3055926015.50	N	14TH	ST		100-499	A			GUNNISON	81230	
3055926009.46	N	14TH	ST		500-799	A			GUNNISON	81230	
3055926009.39	N	14TH	ST		800-1099	A			GUNNISON	81230	
3055926013.48	S	14TH	ST		100-614	A			GUNNISON	81230	
3055926014.40	S	2ND	ST		201-302	A			GUNNISON	81230	
3055926014.40	N	3RD	ST		295-299	A			GUNNISON	81230	
3055926014.40	N	3RD	ST		300-300	A			GUNNISON	81230	
3055926014.40	N	3RD	ST		301-470	A			GUNNISON	81230	
3055926014.40	S	3RD	ST		102-301	A			GUNNISON	81230	
3055926014.40	S	5TH	ST		100-700	A			GUNNISON	81230	
3055926014.40	S	6TH	ST		300-320	A			GUNNISON	81230	
3055926014.40	N	7TH	ST		100-615	A			GUNNISON	81230	
3055926014.40	S	7TH	ST		120-325	A			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926014.40	W	GUNNISON	AVE		1200-1600	A			GUNNISON	81230	
3055926010.45		HERMOSA HALL WSC			0-0	A			GUNNISON	81231	
3055926012.80A	E	HWY 50			42246-42246	E			GUNNISON	81230	
3055926015.50	N	IOWA	ST		108-621	A			GUNNISON	81230	
3055926010.56	N	IOWA	ST		707-707	A			GUNNISON	81230	
3055926013.48	S	IOWA	ST		100-410	A			GUNNISON	81230	
3055926009.39		IRWIN	ST		1-115	A			GUNNISON	81230	
3055926009.39		JOSEPH	LN		300-307	A			GUNNISON	81230	
3055926014.40		JUNIPER	LN		1-10	A			GUNNISON	81230	
3055926010.45		KEATING HALL WSC			0-0	A			GUNNISON	81231	
3055926009.39		LEROY	AVE		300-400	E			GUNNISON	81230	
3055926009.46		LEROY	AVE		301-399	O			GUNNISON	81230	
3055926010.45	N	LOVELAND	ST		201-223	A			GUNNISON	81230	
3055926015.50	N	MAIN	ST		100-499	A			GUNNISON	81230	
3055926015.50	N	MAIN	ST		S00-698	E			GUNNISON	81230	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055926014.40	W	GUNNISON	AVE		1200-1600	A			GUNNISON	81230	
3055926010.45		HERMOSA HALL WSC			0-0	A			GUNNISON	81231	
3055926012.80A	E	HWY 50			42246-42246	E			GUNNISON	81230	
3055926015.50	N	IOWA	ST		108-621	A			GUNNISON	81230	
3055926010.56	N	IOWA	ST		707-707	A			GUNNISON	81230	
3055926013.48	S	IOWA	ST		100-410	A			GUNNISON	81230	
3055926009.39		IRWIN	ST		1-115	A			GUNNISON	81230	
3055926009.39		JOSEPH	LN		300-307	A			GUNNISON	81230	
3055926014.40		JUNIPER	LN		1-10	A			GUNNISON	81230	
3055926010.45		KEATING HALL WSC			0-0	A			GUNNISON	81231	
3055926009.39		LEROY	AVE		300-400	E			GUNNISON	81230	
3055926009.46		LEROY	AVE		301-399	O			GUNNISON	81230	
3055926010.45	N	LOVELAND	ST		201-223	A			GUNNISON	81230	
3055926015.50	N	MAIN	ST		100-499	A			GUNNISON	81230	
3055926015.50	N	MAIN	ST		S00-698	E			GUNNISON	81230	

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

DELTA COUNTY SCHOOL DISTRICT 50 J

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 Delta County School District 50 J ("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 Three Hundred Eleven and 30/100 U.S. Dollars ($311.30), 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: Delta County School District 50 J
415 Palmer Street
Delta CO 81416
Fax: (970) 874-5744

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.

EXHIBIT D

Address Library Report & Boundary Map Approval Form

The DEO for the Jurisdiction of Town of Crested Butte has verified the Address Library Report and Boundary Map for the Jurisdiction and hereby certifies the accuracy of the same.

By: [signature] Lynette Stanford
DEO for Town of Crested Butte

The DEO for the Jurisdiction of _____ has verified the Address Library Report and Boundary Map for the Jurisdiction and does not certify the accuracy of the same for the following reason(s):

By: _____
DEO for _____

EXHIBIT E

Designated Individual for Ballot Proofing and Approval Form

The Jurisdiction of Town of Crested Butte designates the following individual for purposes of proofreading and approving ballot language prior to printing:

Name: Lynelle Stanford

Address: PO Box 39

507 Maroon Ave

Phone Number(s): 970-349-5338

Fax Number: 970-349-6626

E-mail Address: lstanford@crestedbutte-co.gov

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: Kathy Simillion
Kathy Simillion

Date: (8/28/2015)

ATTEST:
Diane L. Polonello
Deputy County Clerk

DELTA COUNTY SCHOOL DISTRICT 50 J

By: Pete Blair, President

Date: 8/21/15

ATTEST:
JAN TUIN, Secretary

County: Gunnison
User Name : Kathy Simillion

Date : 07/28/2015 01:30 PM
Report No. : AL-001

District : SCHOOL DISTRICT - DELTA SCHOOL DISTRICT Precinct : All City : All

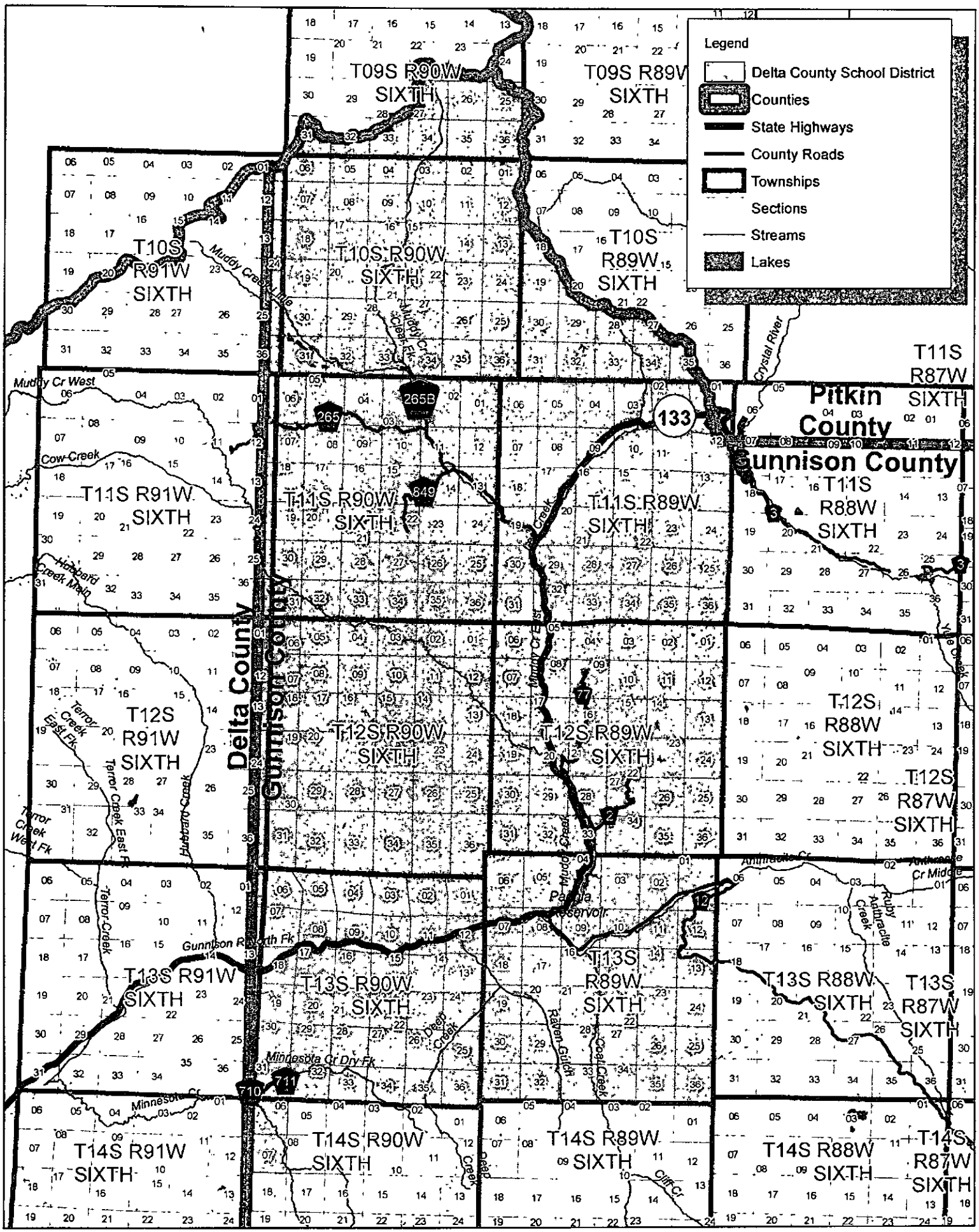
Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126001.130		10TH	ST		1-15	A			SOMERSET	81434	
3056126001.130		1ST			1-20	A			SOMERSET	81434	
3056126001.130		2ND	ST		14-31	A			SOMERSET	81434	
3056126001.130		4TH	ST		6-66	A			SOMERSET	81434	
3056126001.130		7TH	ST		19-20	A			SOMERSET	81434	
3056126001.130		8TH	ST		20-20	A			SOMERSET	81434	
3056126001.130		9TH	ST		15-15	A			SOMERSET	81434	
3056126001.110		COUNTY RD 12			19600-30683	A			SOMERSET	81434	
3056126001.110		COUNTY RD 265			262-6300	A			SOMERSET	81434	
3056126001.109		COUNTY RD 706			1510-2485	A			SOMERSET	81434	
3056126001.109		COUNTY RD 710			13-8000	A			SOMERSET	81434	
3056126001.110		COUNTY RD 77			1-15700	A			SOMERSET	81434	
3056126001.109		FOREST SERVICE RD 709			100-10400	A			SOMERSET	81434	
3056126001.130		HWY 133			2002-4015	A			SOMERSET	81434	
3056126001.110		HWY 133			4016-22250	A			SOMERSET	81434	

District : SCHOOL DISTRICT - DELTA SCHOOL DISTRICT Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126001.130		KING	AVE		1-408	A			SOMERSET	81434	
3056126001.130		PIKE	AVE		1-300	A			SOMERSET	81434	
3056126001.130		RIVER	RD		12-101	A			SOMERSET	81434	

LIST OF EXHIBITS

Exhibit A	Address Library Report
Exhibit B	Boundary Map
Exhibit C	SOS Election Calendar (subject to updates)
Exhibit D	Address Library Report & Boundary Map Approval Form
Exhibit E	Designated Individual for Ballot Proofing and Approval Form



Miles
0 0.75 1.5 3 4.5 6
1 in = 3 miles

Delta County School District 50J
in Gunnison County

Gunnison County GIS · 200 E. Virginia Ave. · Gunnison, CO 81230 · 970-641-7620

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

GUNNISON VALLEY TRANSPORTATION AUTHORITY

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

RECEIVED

AUG 20 2015

GUNNISON COUNTY
ELECTIONS DIVISION

THIS AGREEMENT is made by and between the Gunnison County Clerk and Recorder ("County Clerk") and the Gunnison Valley Transportation Authority ("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 Thirty One Thousand Seven Hundred Twenty Nine and 96/100 U.S. Dollars ($31,729.96), 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: Gunnison Valley Transportation Authority
Post Office Box 39
Crested Butte, CO 81224
Fax: (970) 349-6626

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: Kathy Simillion
Kathy Simillion

Date: 8/20/15

GUNNISON COUNTY SEAL COLORADO

ATTEST:
Deputy County Clerk

GUNNISON VALLEY
TRANSPORTATION AUTHORITY

By: Paula Swenson
Paula Swenson, Chairperson

Date: 8/20/15

ATTEST:
Aaron Huckstep, Secretary

2015 Election Calendar

	December, 2014	
3-December (Wednesday)	First date for meeting of the title board. (No sooner than the first Wednesday in December after an election).	1-40-106(1)
4-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and complete statutory recounts, if any. (30 days after the General Election)	1-10-103(2) 1-10.5-102(2)
5-December (Friday)	Last day an interested party may request a recount of the results of the General Election at their own expense. (Within 31 days after the election)	1-10.5-106(2)
11-December (Thursday)	Last day to complete a requested recount by an interested party. (No later than the 37th day after the General Election)	1-10.5-106(2)
	January, 2015	
2-January (Friday)	Last day for Secretary of State to generate a list of electors showing who voted and who did not vote in the election.	1-2-305 1-1-106(5)
9-January (Friday)	Last day for state office holders/appointees to file personal financial disclosures, or update form.	24-6-202(4) 1-1-106(5)
14-January (Wednesday)	Last day for General Assembly to convene 2015 regular session.	Art. V, Sect. 7
	February, 2015	
2-February (Monday)	Deadline for the county clerk and recorder to provide the county chairpersons of the major political parties with a list of records cancelled under the NVRA. (no later than 90 days after the general election)	1-2-605(8)
27-February (Friday)	Deadline for the Secretary of State to distribute a free list of who voted in the 2014 general election to each major and minor political party. (no later than March 1 following the general election)	1-2-305(4); 1-1-106(5)
	April, 2015	
3-April (Friday)	Last day to submit a draft to the Secretary of State of a 2015 proposed initiative to be heard by the Title Board if the initiative is to be voted on in November. (by 3:00pm, 12 days before the last Title Board Hearing)	1-40-106(1)
15-April (Wednesday)	Last Title Board Hearing for measures that will appear on the 2015 Coordinated election ballot.	1-40-106(1)
	May, 2015	
14-May (Thursday)	The General Assembly must adjourn no later than this date. (regular sessions must not exceed 120 calendar days)	Art. V, Sect. 7
	June, 2015	
1-June (Monday)	Last day for the Secretary of State to notify county clerks of qualified political organizations' loss of qualified status. (no later than June 1 of each odd-numbered year)	Rule 3.7
	July, 2015	
24-July (Friday)	If a political subdivision has taken formal action to participate in the Coordinated Election, it must notify the county clerk in writing. (100 days before the election, if the governing body has taken formal action)	1-7-116(5) 1-1-106(5)
	August, 2015	
3-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2015 Coordinated Election. (no later than 3:00 PM, at least 3 months before the election)	Art. V, Sect. 1(2) 1-40-108
3-August (Monday)	Last day to file an addendum to a previously filed initiative petition that was deemed insufficient. (within 15 days after determination of insufficiency, but no later than 3:00pm at least 3 months before the election)	Art. V, Sect. 1(2); 1-40-117(3)(b)
5-August (Wednesday)	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (no later than 90 days before the election)	1-7.5-105(1) Rule 7.1.1
5-August (Wednesday)	Last day to designate Voter Service and Polling Centers and Drop Off Locations for the 2015 Coordinated election and submit accessibility surveys to the Secretary of State. (no later than 90 days before the election)	Rule 7.9
5-August (Wednesday)	First day a candidate for the office of school district director may circulate a nomination petition. (no sooner than 90 days before the election)	1-4-803(1)(b)
20-August (Thursday)	Last day for the Secretary of State to give written approval or disapproval to a submitted mail ballot plan, if the plan was filed on August 5th. (within 15 days after submission of the plan)	1-7.5-105(2)(a) Rule 7.1
25-August (Tuesday)	Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2015 Coordinated Election. (no later than 70 days before the election)	1-7-116(2)

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.

EXHIBIT D

Address Library Report & Boundary Map Approval Form

The DEO for the Jurisdiction of Gunnison Valley Transportation Authority has verified the Address Library Report and Boundary Map for the Jurisdiction and hereby certifies the accuracy of the same.

By: _____

DEO for GVTA

The DEO for the Jurisdiction of _____ has verified the Address Library Report and Boundary Map for the Jurisdiction and does not certify the accuracy of the same for the following reason(s):

By: _____

DEO for _____

EXHIBIT E

Designated Individual for Ballot Proofing and Approval Form

The Jurisdiction of GVTA designates the following individual for purposes of proofreading and approving ballot language prior to printing:

Name: Kathleen L. Fogo

Address: 137 W. Tomichi Ave, Ste 6
Gunnison, Co 81230

Phone Number(s): 970-641-0312

Fax Number: 970-812-4907

E-mail Address: Kathleenfogo@earthlink.net

LIST OF EXHIBITS

Exhibit A	Address Library Report
Exhibit B	Boundary Map
Exhibit C	SOS Election Calendar (subject to updates)
Exhibit D	Address Library Report & Boundary Map Approval Form
Exhibit E	Designated Individual for Ballot Proofing and Approval Form

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

RECEIVED
AUG 2 4 2015
GUNNISON COUNTY
ELECTIONS DIVISION

AND

NORTH FORK WATER CONSERVANCY DISTRICT

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 North Fork Water Conservancy District ("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 Four Hundred Fifty Two and 80/100 U.S. Dollars ($452.80), 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: North Fork Water Conservancy District
Post Office Box 217
Hotchkiss CO 81419
Fax: (970) 872-2489

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.

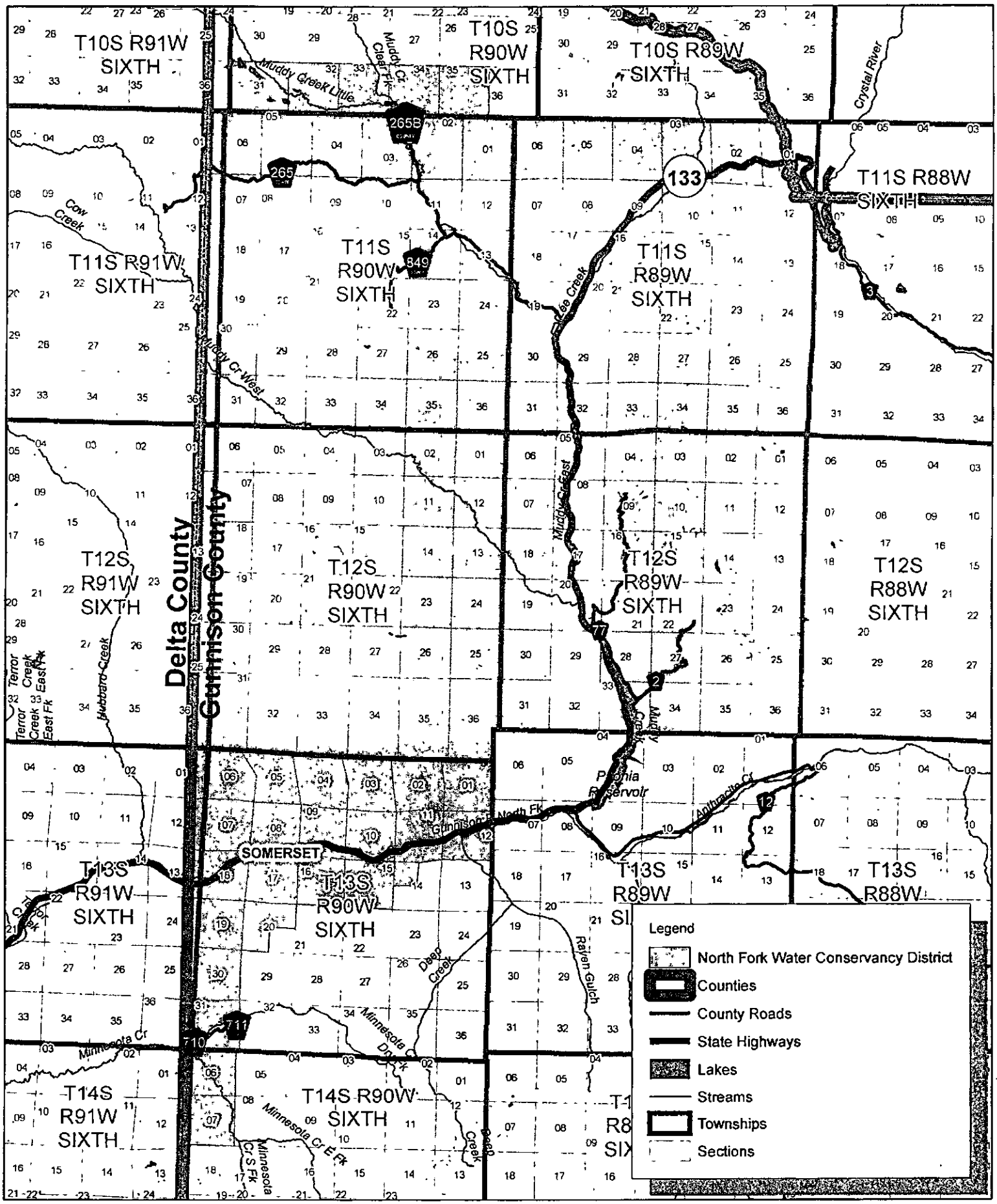
D. This Section 6.8 shall survive any termination or expiration of this Agreement.

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.



North Fork Water Conservancy District in Gunnison County

0 0.5 1 2 3 4 Miles

1 in = 2 miles

Gunnison County GIS • 200 E. Virginia Ave. • Gunnison, CO 81230 • 970-641-7620

EXHIBIT D

Address Library Report & Boundary Map Approval Form

The DEO for the Jurisdiction of NORTH FORK WATER CO has verified the Address Library Report and Boundary Map for the Jurisdiction and hereby certifies the accuracy of the same.

By: _____

DEO for North Fork Water Conservancy District

The DEO for the Jurisdiction of _____ has verified the Address Library Report and Boundary Map for the Jurisdiction and does not certify the accuracy of the same for the following reason(s):

By: _____

DEO for _____

EXHIBIT E

Designated Individual for Ballot Proofing and Approval Form

The Jurisdiction of North Fork Water Conservancy District designates the following individual for purposes of proofreading and approving ballot language prior to printing:

Name: Thomas Alvey

Address: PO Box 217
Hotchkiss Co 81419

Phone Number(s): (970) 872-2155

Fax Number: (970) 872-2489

E-mail Address: cmf@tds.net

INTERGOVERNMENTAL AGREEMENT

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

TOWN OF CRESTED BUTTE

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 Town of Crested Butte ("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:

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DEFINITIONS

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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.

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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 Four Thousand Twenty Four and 26/100 U.S. Dollars ($4,024.26), 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: Town of Crested Butte
Post Office Box 39
Crested Butte, CO 81224
Fax (970) 349-6626

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: Kathy Simillion
Kathy Simillion

Date: (8/28/2015)

ATTEST:

Diane L. Tolomelle
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

TOWN OF CRESTED BUTTE

By: Aaron Huckstep
Aaron Huckstep, Mayor

Date: 8/24/15

ATTEST:

Lynelle Stanford
Lynelle Stanford, Town Clerk

LIST OF EXHIBITS

Exhibit A	Address Library Report
Exhibit B	Boundary Map
Exhibit C	SOS Election Calendar (subject to updates)
Exhibit D	Address Library Report & Boundary Map Approval Form
Exhibit E	Designated Individual for Ballot Proofing and Approval Form

EXHIBIT D

Address Library Report & Boundary Map Approval Form

The DEO for the Jurisdiction of Delta County Joint School District 50 has verified the Address Library Report and Boundary Map for the Jurisdiction and hereby certifies the accuracy of the same.

By: _____

DEO for DCJSD 50

The DEO for the Jurisdiction of _____ has verified the Address Library Report and Boundary Map for the Jurisdiction and does not certify the accuracy of the same for the following reason(s):

By: _____

DEO for _____

EXHIBIT E

Designated Individual for Ballot Proofing and Approval Form

The Jurisdiction of Delta County Joint School District 50 designates the following individual for purposes of proofreading and approving ballot language prior to printing:

Name: Aaron R Clay

Address: 415 Palmer St PO Box 38
Delta CO 81416

Phone Number(s): 970-874-9777

Fax Number: 970-874-7224

E-mail Address: aaronclay@qwestoffice.net

INTERGOVERNMENTAL AGREEMENT

RECEIVED
AUG 20 2015
GUNNISON COUNTY
ELECTIONS DIVISION

BETWEEN

GUNNISON COUNTY CLERK AND RECORDER

AND

TOWN OF MT. CRESTED BUTTE

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 Town of Mt. Crested Butte ("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 Two Thousand Nine and 30/100 U.S. Dollars ($2,009.30), 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: Town of Mt. Crested Butte
Post Office Box 5800
Mt. Crested Butte CO 81225
Fax: (970) 349-6326

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: Kathy Simillion
Kathy Simillion

Date: 8/20/2015

GUNNISON COUNTY SEAL COLORADO

ATTEST:

Deanne L. Falchuccie
Deputy County Clerk

TOWN OF MT. CRESTED BUTTE

By: David
~~Dave~~ Clayton, Mayor

Date: Aug 18, 2015

ATTEST:

Jill L. Lindros
Jill Lindros, Town Clerk

LIST OF EXHIBITS

Exhibit A	Address Library Report
Exhibit B	Boundary Map
Exhibit C	SOS Election Calendar (subject to updates)
Exhibit D	Address Library Report & Boundary Map Approval Form
Exhibit E	Designated Individual for Ballot Proofing and Approval Form

County: Gunnison
User Name : Kathy Simillion

Date : 07/28/2015 01:32 PM
Report No. : AL-001

District : MUNICIPALITY - TOWN OF MT CRESTED BUTTE Precinct : All City : All

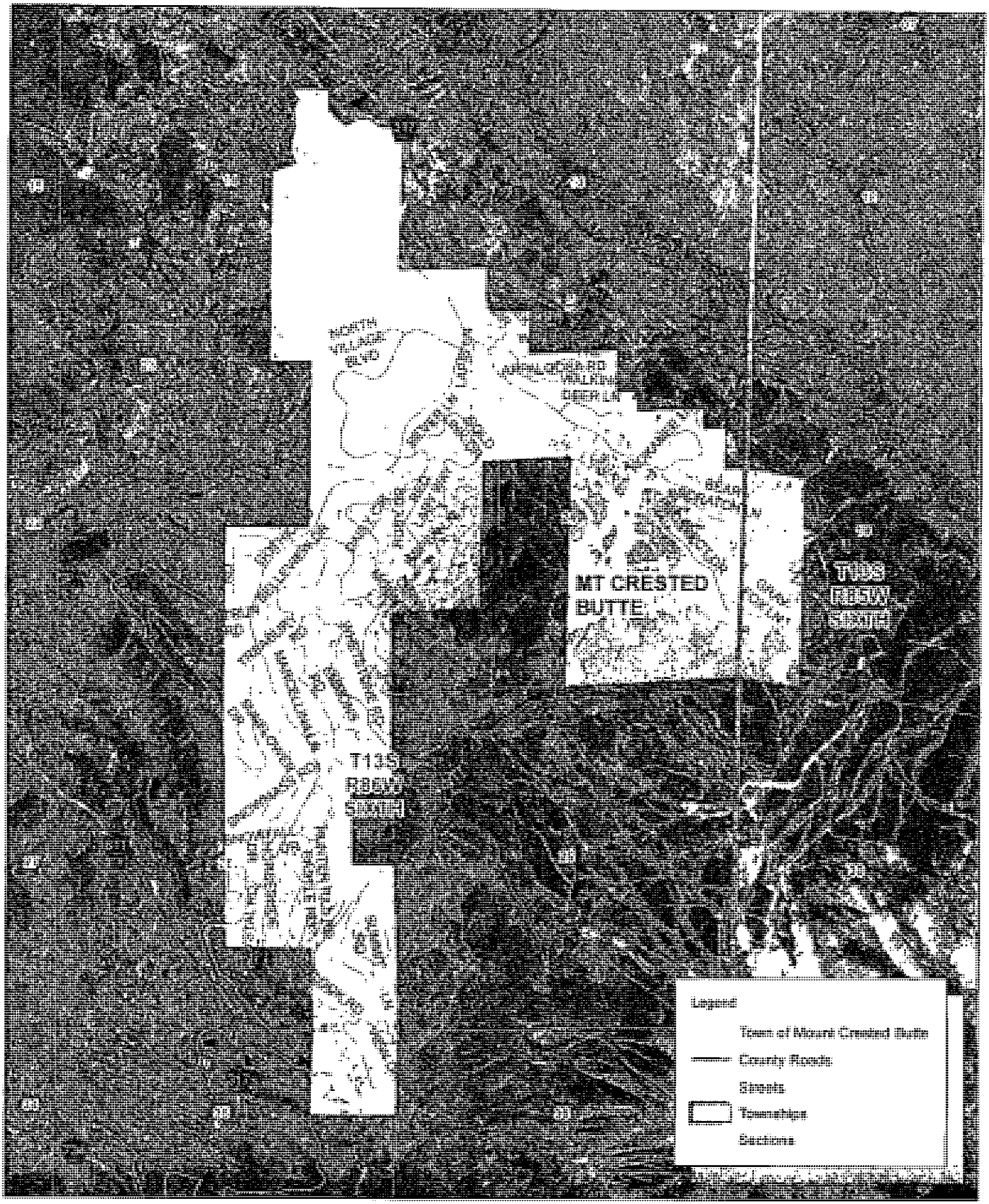
Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126004.118		ANTHRACITE	RD		5-116	A			MT CRESTED BUTTE	81225	
3056126004.117		APPALOOSA	RD		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.118		ASPEN	LN		10-18	A			MT CRESTED BUTTE	81225	
3056126004.117		BEAR SCRATCH			1-1000	A			MT CRESTED BUTTE	81225	
3056126004.118		BELLEVIEW	DR		13-39	A			MT CRESTED BUTTE	81225	
3056126004.118		BIG SKY			1-700	A			MT CRESTED BUTTE	81225	
3056126004.118		BITTER ROOT	CIR		10-25	A			MT CRESTED BUTTE	81225	
3056126004.118		BLACK DIAMOND	TRL		1-10	A			MT CRESTED BUTTE	81225	
3056126004.118		BUTTERCUP	LN		13-20	A			MT CRESTED BUTTE	81225	
3056126004.118		CASTLE	RD		10-50	A			MT CRESTED BUTTE	81225	
3056126004.118		CINNAMON MOUNTAIN	RD		1-100	A			MT CRESTED BUTTE	81225	
3056126004.118		COCKLEBURR	CIR		1-105	A			MT CRESTED BUTTE	81225	
3056126004.118		COPPER	LN		1-4	A			MT CRESTED BUTTE	81225	
3056126004.115		CRESTED BUTTE	WAY		1-500	A			MT CRESTED BUTTE	81225	
3056126004.115		CRESTED MOUNTAIN	LN		6-32	A			MT CRESTED BUTTE	81225	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126004.118		CRYSTAL	RD		1-500	A			MT CRESTED BUTTE	81225	
3056126004.118		DAISY	CIR		1-500	A			MT CRESTED BUTTE	81225	
3056126004.132		DEER CREEK	CIR		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.132		DRY BASIN	ST		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.115		EMMONS	RD		1-433	A			MT CRESTED BUTTE	81225	
3056126004.118		GOLD LINK	DR		5-44	A			MT CRESTED BUTTE	81225	
3056126004.118		GOTHIC	RD		1-299	A			MT CRESTED BUTTE	81225	
3056126004.115		GOTHIC	RD		300-730	A			MT CRESTED BUTTE	81225	
3056126004.118		GOTHIC	RD		731-1108	A			MT CRESTED BUTTE	81225	
3056126004.117		GOTHIC	RD		1109-1121	A			MT CRESTED BUTTE	81225	
3056126004.118		GOTHIC	RD		1122-1472	A			MT CRESTED BUTTE	81225	
3056126004.117		GRAY FOX	RD		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.118		HORSESHOE			1-600	A			MT CRESTED BUTTE	81225	
3056126004.118		HUNTER HILL	RD		1-115	A			MT CRESTED BUTTE	81225	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126004.117		KOKANEE			10-28	A			MT CRESTED BUTTE	81225	
3056126004.118		LAPIS	LN		1-50	A			MT CRESTED BUTTE	81225	
3056126004.115		MARCELLINA	LN		1-102	E			MT CRESTED BUTTE	81225	
3056126004.118		MARCELLINA	LN		1-102	O			MT CRESTED BUTTE	81225	
3056126004.118		MINERAL	PT		1-223	A			MT CRESTED BUTTE	81225	
3056126004.118		MORNING GLORY	WAY		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.117		PALOMINO	RD		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.118		PARADISE	RD		1-213	A			MT CRESTED BUTTE	81225	
3056126004.118		PEAKVIEW	DR		1-16	A			MT CRESTED BUTTE	81225	
3056126004.132		PERRY CREEK	ST		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.118		PITCHFORK			1-600	A			MT CRESTED BUTTE	81225	
3056126004.117		PORCUPINE			1-100	A			MT CRESTED BUTTE	81225	
3056126004.117		PROSPECT	DR		10-1000	A			MT CRESTED BUTTE	81225	
3056126004.117		PTARMIGAN			2-5	A			MT CRESTED BUTTE	81225	
~~3056126004.117~~		~~QUAKING ASPEN~~	~~RD~~		~~1-1000~~	~~A~~			~~MT CRESTED BUTTE~~	~~81225~~	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126004.118		RED LADY	WAY		1-200	A			MT CRESTED BUTTE	81225	
3056126004.118		RIDGE	LN		1-50	A			MT CRESTED BUTTE	81225	
3056126004.118		RUBY	DR		1-50	A			MT CRESTED BUTTE	81225	
3056126004.118		SILVER	LN		1-9	A			MT CRESTED BUTTE	81225	
3056126004.118		SNOWFALL	DR		0-20	A			MT CRESTED BUTTE	81225	
3056126004.118		SNOWFALL	PT		1-800	A			MT CRESTED BUTTE	81225	
~~3056126004.118~~		~~SNOWFLAKE~~	~~DR~~		~~17-17~~	~~A~~			~~MT CRESTED BUTTE~~	~~81225~~	
3056126004.115		SNOWMASS	RD		1-145	A			MT CRESTED BUTTE	81225	
3056126004.117		STETSON	DR		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.118		SUMMIT	CT		1-10	A			MT CRESTED BUTTE	81225	
3056126004.118		SUMMIT	RD		1-60	A			MT CRESTED BUTTE	81225	
3056126004.118		SUNFLOWER	DR		1-50	A			MT CRESTED BUTTE	81225	
3056126004.118		TIMBERLAND	DR		1-500	A			MT CRESTED BUTTE	81225	
3056126004.118		TINCUP			1-700	A			MT CRESTED BUTTE	81225	

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3056126004.118		TREASURY	RD		1-13	A			MT CRESTED BUTTE	81225	
3056126004.115		TREASURY	RD		14-17	A			MT CRESTED BUTTE	81225	
3056126004.118		TREASURY	RD		18-100	A			MT CRESTED BUTTE	81225	
3056126004.117		VILLAGE	BLVD		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.117		VILLAGE	LN		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.117		WALKING DEER			11-25	A			MT CRESTED BUTTE	81225	
3056126004.118		WHETSTONE	RD		14-301	A			MT CRESTED BUTTE	81225	
3056126004.117		WILDHORSE	TRL		1-1000	A			MT CRESTED BUTTE	81225	
3056126004.118		WINTERSET	DR		10-25	A			MT CRESTED BUTTE	81225	



0 0.1 0.2 0.4 Miles

1 in = 0.4 miles

Town of Mount Crested Butte

Gunnison County GIS · 200 E. Virginia Ave. · Gunnison, CO 81230 · 970-641-7620

2015 Election Calendar

December, 2014		
3-December (Wednesday)	First date for meeting of the title board. (No sooner than the first Wednesday in December after an election).	1-40-106(1)
4-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and complete statutory recounts, if any. (30 days after the General Election)	1-10-103(2) 1-10.5-102(2)
5-December (Friday)	Last day an interested party may request a recount of the results of the General Election at their own expense. (Within 31 days after the election)	1-10.5-106(2)
11-December (Thursday)	Last day to complete a requested recount by an interested party. (No later than the 37th day after the General Election)	1-10.5-106(2)
January, 2015		
2-January (Friday)	Last day for Secretary of State to generate a list of electors showing who voted and who did not vote in the election.	1-2-305 1-1-106(5)
9-January (Friday)	Last day for state office holders/appointees to file personal financial disclosures, or update form.	24-6-202(4) 1-1-106(5)
14-January (Wednesday)	Last day for General Assembly to convene 2015 regular session.	Art. V, Sect. 7
February, 2015		
2-February (Monday)	Deadline for the county clerk and recorder to provide the county chairpersons of the major political parties with a list of records cancelled under the NVRA. (no later than 90 days after the general election)	1-2-605(8)
27-February (Friday)	Deadline for the Secretary of State to distribute a free list of who voted in the 2014 general election to each major and minor political party. (no later than March 1 following the general election)	1-2-305(4); 1-1-106(5)
April, 2015		
3-April (Friday)	Last day to submit a draft to the Secretary of State of a 2015 proposed initiative to be heard by the Title Board if the initiative is to be voted on in November. (by 3:00pm, 12 days before the last Title Board Hearing)	1-40-106(1)
15-April (Wednesday)	Last Title Board Hearing for measures that will appear on the 2015 Coordinated election ballot.	1-40-106(1)
May, 2015		
14-May (Thursday)	The General Assembly must adjourn no later than this date. (regular sessions must not exceed 120 calendar days)	Art. V, Sect. 7
June, 2015		
1-June (Monday)	Last day for the Secretary of State to notify county clerks of qualified political organizations' loss of qualified status. (no later than June 1 of each odd-numbered year)	Rule 3.7
July, 2015		
24-July (Friday)	If a political subdivision has taken formal action to participate in the Coordinated Election, it must notify the county clerk in writing. (100 days before the election, if the governing body has taken formal action)	1-7-116(5) 1-1-106(5)
August, 2015		
3-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2015 Coordinated Election. (no later than 3:00 PM, at least 3 months before the election)	Art. V, Sect. 1(2) 1-40-108
3-August (Monday)	Last day to file an addendum to a previously filed initiative petition that was deemed insufficient. (within 15 days after determination of insufficiency, but no later than 3:00pm at least 3 months before the election)	Art. V, Sect. 1(2); 1-40-117(3)(b)
5-August (Wednesday)	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (no later than 90 days before the election)	1-7.5-105(1) Rule 7.1.1
5-August (Wednesday)	Last day to designate Voter Service and Polling Centers and Drop Off Locations for the 2015 Coordinated election and submit accessibility surveys to the Secretary of State. (no later than 90 days before the election)	Rule 7.9
5-August (Wednesday)	First day a candidate for the office of school district director may circulate a nomination petition. (no sooner than 90 days before the election)	1-4-803(1)(b)
20-August (Thursday)	Last day for the Secretary of State to give written approval or disapproval to a submitted mail ballot plan, if the plan was filed on August 5th. (within 15 days after submission of the plan)	1-7.5-105(2)(a) Rule 7.1
25-August (Tuesday)	Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2015 Coordinated Election. (no later than 70 days before the election)	1-7-116(2)

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.

28-August (Friday)	Last day for candidates for the office of school district director to file a nomination petition. (no later than 67 days before the election)	1-4-803(2)
31-August (Monday)	Last day to file an affidavit of intent to run as a write-in candidate for a non-partisan coordinated election. (by close of business on the 64th day before the election)	1-4-1102(2)
September, 2015		
2-September (Wednesday)	Last day for the Secretary of State to issue statements of sufficiency or insufficiency for initiative petitions filed on August 3rd. (no more than 30 calendar days after the petition is filed)	1-40-116(2)
4-September (Friday)	Last day for the designated election official from each political subdivision that intends to conduct an election to certify the ballot content. If the election will be coordinated with the county, the certification must be delivered to the county clerk and recorder of each county that has territory within the political subdivision. (no later than 60 days before the election)	1-5-203(3)(a)
4-September (Friday)	Deadline for the county clerk to file security and contingency plans with the Secretary of State. (no later than 60 days prior to the first election where the procedures will be used)	1-5-616(5)(b)
4-September (Friday)	Deadline for the county clerk to begin video surveillance of designated areas for the Coordinated Election (at least 60 days before the election)	Rule 20.7.2
4-September (Friday)	Last day for the Secretary of State to send notice and certification of the Coordinated election ballot to the county clerks. (no later than the 57th day before the Coordinated Election)	1-5-203(1) 1-1-106(5)
9-September (Wednesday)	Last day for the designated election official to submit a mail ballot plan to the Secretary of State to conduct a nonpartisan election by mail ballot if the jurisdiction is not coordinating with the county clerk. (no later than 55 days before the election)	1-7.5-105(1)
18-September (Friday)	Last day to file pro/con comments pertaining to local ballot issues with the designated election official in order to be included in the ballot issue notice. (the Friday before the 45th day before the election)	1-7-901(4)
19-September (Saturday)	Deadline to send mail ballots to military and overseas electors. (no later than 45 days before the election)	1-8.3-110(1) 1-1-106(5)
21-September (Monday)	Last day for a petition representative to submit a summary of comments in favor of their local ballot issue. (no later than 43 days before the election)	1-7-903(3)
22-September (Tuesday)	Last day for the designated election official to deliver ballot issue notices to the county clerk. (no later than 42 days before the election)	1-7-904
24-September (Thursday)	Last day for the designated election official to order registration and property owner records for use by election judges in a local election that is not coordinated with the county. (no later than the 40th day before the election)	1-5-303(1) 1-5-304(1), (2)
24-September (Thursday)	Last day for the Secretary of State to give written approval to a mail ballot plan submitted by a designated election official for a nonpartisan election, if plan was filed on September 9th. (within 15 days after submission of the plan)	1-7.5-105(2)(a)
October, 2015		
2-October (Friday)	Last day to mail notice of election for ballot issues. (At least 30 days before a ballot issue election)	Art. X, Sect. 20(3)(b) 1-7-116 1-1-106(5)
2-October (Friday)	Last day for the Legislative Council staff to print and distribute the ballot information booklet for statewide measures to active registered voters. (At least 30 days before the election)	Art. V, Sect. 1(7.5)(b) 1-1-106(5)
2-October (Friday)	Deadline for the county clerk to provide initial registration lists, and county assessor to provide initial property owner's list ordered by political subdivisions. (first list provided by the 30th day before the election and the supplemental list provided the 20th day before the election)	1-5-303(1) 1-5-304 1-7.5-107(2)(a) 1-1-106(5)
9-October (Friday)	Deadline to complete changes in the boundaries or division of precincts for nonpartisan elections. (No later than 25 days prior to the election)	1-5-104(1)
12-October (Monday)	Last day to submit an application to register to vote through a voter registration drive for the Coordinated Election. (No later than 22 days before the election)	1-2-201(3)(b)(I)
12-October (Monday)	First day mail ballots may be sent to voters, except for UOCAVA voters.	1-7.5-107(3)(a)
14-October (Wednesday)	Deadline for the county clerk and recorder to provide supplemental registration lists, and county assessor to provide supplemental property owner's list ordered by political subdivisions. (no later than 20 days before the election)	1-5-303(1),(2) 1-5-304(1),(2) 1-7.5-107(2)(b)
14-October (Wednesday)	Last day for the designated or coordinated election official to publish notice of the Coordinated Election. (no later than 20 days before the election)	1-1-104(34) 1-5-205(1) 1-7.5-107(2.5)(a)(I)