

**INTERGOVERNMENTAL AGREEMENT
FOR 2026 GENERAL ELECTION**

THIS AGREEMENT is entered into by and between Gilpin County, by the Gilpin County Clerk and Recorder, hereinafter referred to as Clerk, and the Timberline Fire Protection District, hereinafter referred to as District. The District desires to conduct an election on November 3, 2026, pursuant to its statutory authority, and a coordinated election is required pursuant to C.R.S. §1-7-116 *et seq.*; such election to occur on November 3, 2026, as an all-Mail Ballot pursuant to [C.R.S. § 1-7.5- 101 et seq. the Mail Ballot Election](#); and

The Clerk has agreed to perform certain coordinated election services set forth herein in consideration of the performance by the District of its obligations and payment of a fee as set forth herein; and

This Agreement is authorized by C.R.S. §29-1-203, §1-1-111, and §1-7-116(2)

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

Purpose. Pursuant to the terms of this agreement, the Clerk and the District agree to the scheduling of a coordinated election on November 3, 2026. Such coordinated election involves more than one political subdivision with overlapping boundaries, and the Clerk shall serve as the Coordinated Election Official for the political subdivisions involved in this election. This election shall be held under the provision of Title 1 of the Colorado Revised Statutes.

Designation of Officials. The Clerk will serve as the “Election Official” to act as the primary liaison between the District and the Clerk for the Coordinated Election. The District shall designate an “Election Officer” who will have primary responsibility for the conduct of election procedures to be handled by the District and who shall act as the primary liaison between the District and the Coordinated Election Official. The District designates Micki Mills, as its Election Officer. To the extent that the Code requires, this person is the District’s Election Official.

Division of Responsibility and Ballot Preparation. The District is responsible for all duties concerning the election prior to certification of the ballot for the election, with the exception that it is the Clerk’s responsibility to prepare and print the ballot from information furnished by the District. The District shall provide to the Clerk the list of eligible electors who own property within the District in Gilpin County, but reside outside the boundaries of the District and who are registered to vote in the State of Colorado. Such list shall be provided to the Clerk in electronic format no later than 5:00 p.m. on September 18, 2026. The District is responsible for the accuracy and legality of the information which it furnishes to the Clerk, and shall defend and indemnify the Clerk, for any claims or liability arising therefrom, including costs, expenses and attorney fees incurred in defending against such claims or liability.

The Clerk, in addition to preparing, printing, and mailing the ballot, is also responsible for publishing, and conducting the election, counting the ballots and announcing the results. Not later than 12:00 o’clock noon on September 4, 2026, as required pursuant to C.R.S. 1-5-203(3)(a), the District shall certify its portion of the consolidated ballot to the Clerk. The ballot content must be provided in Microsoft Word format, attached in an email to the Clerk at elections@gilpincounty.org. The content must be formatted exactly as the District wishes it to appear on the ballot and may not include bullet points or indents in its formatting.

Judges. The Clerk’s duties also include appointing, training by conducting formal training sessions, paying, overseeing performance, and as required by law, providing written materials to a sufficient number of

qualified election judges to adequately service the number of electors anticipated to vote at the coordinated election.

Ballot Issue Notices. If a ballot issue is being submitted, the District must certify the ballot content and deliver the certification to the County Clerk and Recorder of each county that has territory within the political subdivision no later than September 4, 2026, as required pursuant to C.R.S. §1-5-203(3)(a). The District shall provide such notice, including pro and con summaries and fiscal information, to the Clerk no later than 12:00 o'clock noon on September 21, 2026, pursuant to C.R.S. §1-7-904. The District shall be solely responsible for the notice's preparation, accuracy, and the language contained therein. The pro and con summaries must be provided in Microsoft Word document format, and attached in an e-mail to the Clerk and Recorder at elections@gilpincounty.org. The Clerk shall be responsible for combining the District's text of the notice for all participating Districts. At least thirty (30) days before the election, the Clerk and Recorder as Coordinated Election Official shall mail the ballot issue notice to each address of active registered electors who reside in the District as required by law pursuant to C.R.S. §1-7-906(1), but in any case, not later than October 2, 2026 as required pursuant to Article X Section 20 (3)(b) of the Colorado Constitution. The District shall be responsible for contacting the Gilpin County Assessor's Office to request and obtain a list of out-of-District voters, and for mailing the required notice to each address of active registered electors who do not reside within the County where the District is located pursuant to C.R.S. §1-7-906(2).

Canvass of Votes. The Clerk shall select and appoint a board of canvassers to canvass the votes; provided that the District at its option may designate one of its members or one eligible elector from the District to assist the Clerk in the survey of the returns for the District. If the District desires to appoint one of its members or an eligible elector to assist, it shall make the appointment and notify the Clerk no later than fifteen (15) days prior to the election (October 19, 2026). The canvass of votes will be conducted by the Clerk and will be completed no later than twenty-two (22) days after the election (November 25, 2026). Official results of the canvass will be provided to the District. Any certificates of election, which are required by law to be forwarded to another division of government, shall be the responsibility of the District. If the District determines that a separate canvass board is necessary, the District shall arrange for such board at the District's expense. The Clerk will be present at such canvass and in no event will the election records leave the premises. In the event a recount of the District's election is necessary, such recount will be conducted under the provisions provided by law at the expense of the District.

Cancellation of Election. If all or any portion of the District's portion of the election is cancelled under the provision of C.R.S. §1-5-208(1.5) & (3), the District shall notify the Clerk in writing by 4:30 o'clock PM, September 4, 2026. If all or any portion of the District's portion of the election is cancelled under the provisions of C.R.S. §1-5-208(2), the District shall notify the Clerk in writing by 4:30 o'clock PM, October 9, 2026. The District will still be liable for all costs accrued up to the point of cancellation of the election. The District shall provide notice by publication of the cancellation of the election and a copy of the notice shall be posted in the office of the Clerk and in the office of the Coordinated Election Official.

Payment of Costs. The District shall pay the Clerk for the District's portion of the actual costs of services and supplies, whether or not a cancellation has occurred under Cancellation of Election. The District shall pay the actual costs within twenty (20) days of receipt of the Clerk's invoice. The estimated costs for the conduct of the Election by the County Clerk under this Agreement including without limitation the cost of preparing this Agreement, are set forth in the attached **Exhibit A**. The Parties acknowledge and agree that if a partial cancellation of the election occurs in accordance with C.R.S. §1-5-208(1.5), the District's pro rata share of actual costs may be lower than the estimate set forth in **Exhibit A**. District acknowledges that the actual costs of services and supplies are unknown at this time and that such costs may exceed estimated costs.

District Limitation. If the District encompasses territory in more than one county, this Agreement shall be construed to apply only to that portion of the District within Gilpin County.

Colorado Open Records Act. (CORA). The District shall be primarily responsible for responding to requests under C.R.S. §24-72-201 *et seq.*, for inspection of public records relating to the District election conducted pursuant to this Agreement. All such requests received by the Clerk, shall be forwarded immediately to the District for response. The Clerk will cooperate with the District in the collection and copying of records requested. The District shall be responsible for any determination required as to whether the election records requested may be inspected under CORA. The District shall indemnify, save, protect, and hold harmless the Clerk from any claims or liabilities arising from the denial of inspection by the District. The District shall assume all cost of defending the Clerk against any such claims.

Election Challenges. In the event of any challenge or other legal action contesting the election or the conduct of the election concerning the District's ballot issues, the District shall bear all costs of the District and the Clerk of defending such challenge or responding to such other legal action relating to the election, and of any liability resulting therefrom, including court costs, expenses, and attorney's fees. If a new election or other procedure must be conducted as a result of such challenge or recount or other legal action, the District shall pay its proportional share of actual costs of the new election or other procedure. Notwithstanding the foregoing, if a court determines that an act or omission of only the Clerk or of only the District made necessary the new election or other procedure, the responsible Party shall pay the entire cost of any liability resulting therefrom and of any new election or other procedure ordered by a court.

General Provisions. This Agreement may be amended only in writing and following the same formality as the execution of this initial Agreement. If any provision of the Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity, legality, or enforceability of the remaining provisions.

TABOR. The Parties understand and acknowledge that the District is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that the Agreement does not create a multi-fiscal-year direct or indirect debt or obligation within the meaning of TABOR and therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the District are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the District's current fiscal period ending upon the next succeeding December 31.

Further Assurances. The Parties shall execute any other documents and take any other action necessary to carry out the intent of this Agreement.

Governing Law, Jurisdiction, & Venue. This Agreement and the rights of the Parties under it will be governed by and construed in accordance with the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court for and in the County of Gilpin, State of Colorado.

Paragraph Headings. The paragraph headings in this Agreement are for reference only and shall not affect the interpretation of meaning of any provision of this Agreement.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page by email transmission will constitute effective and binding execution and delivery of this Agreement.

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

Immunities Preserved. It is the intention of the Parties that this Agreement shall not be construed as a contractual waiver of any immunities of defenses provided by the Colorado Governmental Immunities Act, C.R.S. § 24-10-101, *et seq.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective this _____ day of _____, 2026.

GILPIN COUNTY

TIMBERLINE FIRE PROTECTION
DISTRICT

By: _____
Sharon McCormick
Clerk and Recorder
Date: _____

By: _____
NAME _____
TITLE _____
Date: _____

Attest: _____

By: _____
Susan Berumen, Chair
Board of County Commissioners
Date: _____

Attest: _____

Exhibit A

Estimated Costs for District Election

November 2026 Timberline Fire Protection District

4094 (Active) Voters x \$3.57 cost per voter/2 = \$_7307.79

Cost estimates include set up fees, postage, printing, processing, TABOR notice.

Legal - Attorney's Fees = \$0 at this time. Additional legal fees may apply in the event of subsequent legal consultation on election matters, challenges, or CORA requests or other election matters related to Timberline Fire District's election.

Total: \$ 7307.79