INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION

THIS INTERGOVERNMENTAL AGREEMENT FOR COORDINATED ELECTION (this "Agreement"), dated for reference purposes only this **21st** day of **August** 2018, is by and between the CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO (the "County Clerk") and the __City of Littleton__ (the "Jurisdiction"), individually referred to as a "Party," and collectively referred to as the "Parties."

RECITALS

A. The County Clerk and the Jurisdiction are authorized to conduct elections as provided by law.

B. The Jurisdiction has certain ballot issues and/or ballot questions to present to its eligible electors and desires to participate in a coordinated election as provided by law.

C. The County Clerk and the Jurisdiction desire to enter into this Agreement for purposes of conducting a coordinated election and to set out the terms and conditions upon which the Parties shall conduct such election.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms not otherwise defined herein, shall have the meaning as set forth below:

1.01 "**Audio Ballot**" means a voter interface containing the list of all candidates, ballot issues, and ballot questions upon which an eligible elector is entitled to vote in the Election.

1.02 "**Code**" or "**Uniform Election Code**" means the Uniform Election Code of 1992, C.R.S. Title 1, as amended, any other title of the Colorado Revised Statutes governing the participating Jurisdiction's election matters, the Colorado Constitution, UOCAVA (as defined below) and the Rules (as defined below).

1.03 "**Coordinated Election Official**" means the Jefferson County Clerk and Recorder.

1.04 "**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 Coordinated Election Official for the jurisdictions.

1.05 "**County Liaison**" means the individual identified by the County Clerk to act as its primary liaison between the Jurisdiction and the County Clerk for the Election. The County Liaison 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.

1.06 "**District Liaison**" means the individual identified by the Jurisdiction to act as its primary liaison between the Jurisdiction and the Contact Clerk for the Election. The District Liaison will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder and shall be responsible for performing such duties and responsibilities as are assigned to the Jurisdiction's "designated election official" under the Code.

1.07 "**Election**" means the Coordinated Election that will be conducted on November 6, 2018.

1.08 "**Mail Ballot Election**" means an election for which eligible electors receive ballots by mail and vote by mailing those ballots, depositing the ballots at, as applicable, drop-off locations or voter service and polling centers, or, as applicable, by voting at a voter service and polling center. Mail Ballot Elections shall be conducted in accordance with the Mail Ballot Election Act, C.R.S. § 1-7.5-101 to 1-7.5-210.

1.09 "**Post-Election Audit**" means a post-Election audit of votes on paper ballot cards and Voter Verifiable Paper Audit Trail records conducted by an audit board in accordance with the requirements of the Code.

1.10 "**Precinct**" means an area with established boundaries within a political subdivision used to establish election districts.

1.11 "**Rules**" means the current rules and regulations governing election procedures adopted by the Colorado Secretary of State, including any amendments adopted after execution of this Agreement.

1.12 "**Shared Election Costs**" means all costs incurred by the County Clerk in connection with the Election that are eligible to be shared between the County Clerk and the Jurisdiction under the Code. Shared Election Costs shall include, without limitation, costs incurred by the County Clerk related to temporary (election judge) staff time (including regular and overtime costs), County employee overtime, software programs used to count voted ballots as well as pre- and post-election maintenance and on-site technical personnel, equipment, equipment handling and delivery, postage, forms, materials, supply costs, training and criminal background checks.

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ARTICLE II
PURPOSE AND GENERAL MATTERS

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2.01 **Purpose**. As required by C.R.S. §1-7-116(2), the Parties are entering into this Agreement for the purpose of setting forth their respective duties and responsibilities in connection with the preparation and conduct of the Election and allocating the cost thereof. Pursuant to C.R.S. §1-7-116(2), this Agreement shall be executed no later than August 28, 2018.

2.02 **Coordinated Election Official**. In accordance with C.R.S. §1-7-116(1)(a), the County Clerk shall serve as the Coordinated Election Official for the Election and shall conduct the Election on behalf of the Jurisdiction. As the Coordinated Election Official for the Election, the County Clerk shall be responsible for performing such duties and responsibilities as are assigned to a Coordinated Election Official under the Code, except to the extent modified herein.

2.03 **County Liaison**. The County Clerk designates Cody Swanson as the County Liaison for the Election. The County Liaison shall act as the primary liaison between the County Clerk and the Jurisdiction. Nothing herein shall be deemed or construed to relieve the County Clerk or the Jurisdiction from their official responsibilities for the conduct of the Election. In addition, the

County Clerk designates Cynthia Rasor as the alternate County Liaison (the "Alternate County Liaison") in the event the Jurisdiction needs immediate assistance and the County Liaison is unavailable.

2.04 **District Liaison**. The Jurisdiction designates ___Wendy Heffner, City Clerk___ as the District Liaison for the Election. The District Liaison shall have primary responsibility for the Election procedures to be handled by the Jurisdiction in accordance with the Code and shall be responsible for performing such duties and responsibilities as are assigned to the Jurisdiction's designated election official under the Code. The District Liaison shall provide the name of an alternate contact in Section 6.01 below (the "Alternate District Liaison") in the event the County Clerk needs immediate assistance and the District Liaison is unavailable. The District Liaison or Alternate District Liaison shall be readily available and accessible during regular business hours, and at other times when notified by the County Liaison in advance, for the purposes of consultation and decision-making on behalf of the Jurisdiction regarding the Election. In addition, the District Liaison is responsible for receiving and timely responding to inquiries made by the Jurisdiction's voters or others interested in the Jurisdiction's election. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the District Liaison shall conduct such task.

2.05 **Jurisdictional Limitation**. If the Jurisdiction encompasses territory outside of Jefferson County, State of Colorado, this Agreement shall be construed to apply only to that portion of the Jurisdiction within Jefferson County.

2.06 **Mail Ballot Election**. The County Clerk will conduct the Election as a Mail Ballot Election.

2.07 **Term**. The term of this Agreement shall commence on the date signed by the County Clerk (the "Effective Date"), and shall continue until all obligations of the Parties under this Agreement have been completed.

ARTICLE III
DUTIES OF THE COUNTY CLERK

3.01 **County Clerk Duties**. The County Clerk shall perform the following duties for the Jurisdiction in connection with the Election, in conformance with, and as required by, the Code:

3.01.1 Voter Registration.

3.01.1.1   Supervise, administer and provide the necessary voter registration forms and voter registration sites.

3.01.1.2   Conduct registration and voting in the County Clerk's office and at other locations for the Jurisdiction.

3.01.2 Ballots.

3.01.2.1   Lay out the ballot text.

3.01.2.2   Determine numbering on ballot issues or questions.

3.01.2.3   Provide ballot printing layouts and text for the Jurisdiction's review and approval.

3.01.2.4   Mail ballots to voters.

3.01.3   Audio Ballots. Provide Audio Ballots for the Election in accordance with the Code. Audio Ballots are generated using a computer-generated pronunciation program. Accordingly, although every effort will be made to provide an accurate pronunciation of each candidate's name, such pronunciations are dependent upon the capabilities of the computer-generated pronunciation program.

3.01.4   Staff. Maintain and compensate a sufficient number of qualified staff in order to conduct the Election.

3.01.5   Election Judges. Appoint, train and compensate a sufficient number of election judges for each voter service and polling center and mail ballot processing center.

3.01.6   Voter Service and Polling Centers. Establish, staff, equip and operate the required number of voter service and polling centers.

3.01.7   Election Supplies. Provide all necessary equipment, ballots, forms and supplies to conduct the Election, including the County's electronic voting equipment, as applicable.

3.01.8   Election Preparation.

3.01.8.1   Provide all necessary electronic voting equipment, personnel and computer equipment for the pre-Election voting system logic and accuracy testing (the "LAT").

3.01.8.2   Prepare and run the LAT.

3.01.9   Early Voting and Election Day Activities.

3.01.9.1   Provide telephone and in-person support during early voting and from 7:00 a.m. to the conclusion of voting on Election Day.

3.01.9.2   Count ballots and furnish the Jurisdiction with the unofficial results of the Election via an online website.

3.01.10 Counting the Ballots.

3.01.10.1 Establish backup procedures and backup sites for ballot counting should counting equipment fail. In such event, ballot counting processes will be moved to a predetermined site for the duration of the ballot counting process.

3.01.10.2 Provide personnel to participate, assist, conduct and oversee the ballot counting process.

3.01.11 <u>Canvass, Post-Election Audit, Election Results and Recounts</u>.

    <u>3.01.11.1</u>   Appoint, instruct and otherwise oversee the board of canvassers, which will be responsible for conducting a canvass of the Election and certifying the official abstract of votes cast for all candidates, ballot issues, and ballot questions in the Election;

    <u>3.01.11.2</u>   Appoint an audit board, which will be responsible for conducting the Post-Election Audit;

    <u>3.01.11.3</u>   Provide the Jurisdiction with a copy of the official Election results.

    <u>3.01.11.4</u>   Conduct a recount, if required by the Code.

3.01.12 <u>Recordkeeping</u>

    <u>3.01.12.1</u>   Store Election records in accordance with the Code, including but not limited to, all voted and unvoted ballots, voter affidavits, and Election canvass and results reports.

3.01.13 <u>Call and Notice</u>. Publish all Election notices required by the Code. Publication of Election notices by the County Clerk shall satisfy the Jurisdiction's publication requirements set forth in C.R.S. § 1-5-205.

3.02   <u>No Expansion of Duties</u>. Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those set forth in the Code.

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ARTICLE IV
DUTIES OF THE JURISDICTION

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4.01   <u>Jurisdiction Duties</u>. The Jurisdiction shall perform the following duties in connection with the Election, in conformance with, and as required by, the Code.

    4.01.1 <u>Authority</u>. Provide the County Liaison with a copy of the ordinance or resolution (a) stating that the Jurisdiction has adopted the Uniform Election Code of 1992 and that the Jurisdiction will participate in the Election in accordance with the terms and conditions of this Agreement; and (b) authorizing the presiding officer of the Jurisdiction or other designated person to execute this Agreement. The Jurisdiction shall email the ordinance or resolution and a copy of the executed Agreement to logistics@jeffco.us by August 28, 2018.

    4.01.2 <u>Maps and Legal Descriptions</u>. If there are any changes in the boundaries of the Jurisdiction after January 1, 2018, furnish the County Liaison with the Jurisdiction's shapefiles (point to point geometry using points, lines and area features to define the Jurisdiction's boundaries), or updated address library files including each precinct, district/ward and the voting jurisdiction no later than August 20, 2018.

    4.01.3 <u>Petitions, Preparation and Verification</u>. Perform all responsibilities required to certify any initiative petition(s) to the ballot.

4.01.4 **Ballot Preparation**.

4.01.4.1 No later than 3:00 p.m. on September 7, 2018, the Jurisdiction shall electronically transmit the ballot certification to the County Clerk via text document (preferably Microsoft Word – **no PDF).** The ballot certification shall include all ballot titles, ballot issues or questions in the exact order they need to appear on the ballot. The ballot certification *shall not* be embedded in an email and *shall not* contain any extraordinary (unique) formatting.
Examples of extraordinary (unique) formatting *not* permitted in the ballot certification, include, but are not limited to:

- Text boxes
- Charts
- Spreadsheets
- Strike-outs
- Bolding
- Symbols

4.01.4.2 If the Jurisdiction fails to submit the Ballot Certification by 3:00 p.m. on September 7th, the ballot certification may not be accepted by the County Clerk.

4.01.4.3 If there is insufficient space to print the entire ballot text, the Jurisdiction may be required to amend and re-submit the ballot certification. Additional costs may incur if the ballot text is excessive.

4.01.4.4   The Jurisdiction shall inform all candidates for municipal office that they are required to call the Alternate County Liaison at (303) 271-8115 between the dates of August 29, 2018, and 3:00 p.m. on September 7, 2018 in order to provide the Alternate County Liaison with (a) the proper pronunciation of their name, the title of the office that the candidate is running for, and the jurisdiction that this office is part of.

4.01.4.5 The Jurisdiction shall be responsible for the legality of their certified ballot content.

4.01.4.6 The Jurisdiction shall be responsible for proofing the layout and text of any official ballot before approving the printing of such ballot. The District Liaison shall send approval of the official ballot via electronic transmission to the County Clerk as set forth in the Notice section below. Once approved, the ballot content cannot be changed. The deadline to return the approval will be included in the instructions sent to the Jurisdiction requesting approval of the official ballot.

4.01.5 **Election Preparation**. At the Jurisdiction's discretion, the Jurisdiction may designate an individual to represent the Jurisdiction at the LAT, Post-Election Audit and the Election canvass. The Jurisdiction's representative must be an eligible elector residing in Jefferson County.

4.01.5.1 LAT Notice. If the Jurisdiction decides to participate in the LAT, the Jurisdiction shall submit the name of the Jurisdiction's representative in writing to the County Clerk on or before 5:00 p.m. September 24, 2018.

4.01.5.2 <u>Post-Election Audit</u>. If the Jurisdiction decides to participate in the Post-Election Audit, the Jurisdiction shall submit the name of the Jurisdiction's representative to the County Clerk on or before 5:00 p.m. on October 22, 2018.

4.01.5.3 <u>Canvass Notice</u>. If the Jurisdiction decides to participate in the canvass, the Jurisdiction shall submit the name of the Jurisdiction's representative to the County Clerk on or before 5:00 p.m. on October 22, 2018.

4.01.5.4 <u>No Participation Notice</u>. If the Jurisdiction chooses not to participate in the LAT, the Post-Election Audit or the Election canvass, the Jurisdiction shall notify the County Clerk in writing no later than 5:00 p.m. September 24, 2018. Such notice shall contain a statement authorizing the County Clerk to act on the behalf of the Jurisdiction in order to conduct all or some of the following election preparation duties, as appropriate:

> LAT
> Post-Election Audit
> Election canvass

4.01.5.5 <u>No Response</u>. In the event the County Clerk does not receive notification from the Jurisdiction regarding its decision relating to LAT, the Post-Election Audit or the Election canvass, then the County Clerk shall deem the failure to notify to be a decision by the Jurisdiction to not participate in the LAT, the Post-Election Audit or the Election canvass. As such, the County Clerk will act on behalf of the Jurisdiction to conduct such responsibilities, as applicable.

4.01.5.6 <u>Failure to Attend the LAT, the Post-Election Audit or the Election Canvass</u>. In the event the Jurisdiction elects to send a representative to any of the LAT, the Post-Election Audit or the Election canvass, but the Jurisdiction's representative fails to attend, then the County Clerk will act on behalf of the Jurisdiction to conduct such responsibilities, as applicable.

4.01.6 **<u>Use and Confidentiality of Voter Records</u>**. The Jurisdiction shall be responsible for ensuring that any voter records received by the Jurisdiction are used for the sole purpose of conducting the Election in accordance with the Code. The Jurisdiction shall ensure that all voter records are maintained in accordance with the requirements of the Code, including, without limitation, the Colorado Open Records Act, C.R.S. §§24-72-200.1, *et. seq.*.

4.01.7 **<u>Compliance with Deadlines</u>**. A schedule of Election-related dates and deadlines will be provided to the Jurisdiction by the County Liaison, and the Jurisdiction shall comply with the deadlines provided.

4.02 **<u>Cancellation of Elections for Office and Withdrawal of Ballot Issues or Ballot Questions by the Jurisdiction</u>**.

4.02.1 The Jurisdiction may cancel an election of persons to office or withdraw a ballot issue or ballot question only as permitted by the Code.

4.02.2 If the Jurisdiction resolves to cancel an election of persons to office or withdraw a ballot issue or ballot question, then the Jurisdiction shall provide the County Liaison with written notice of such determination immediately.

4.02.3 If the Jurisdiction resolves to cancel an election of persons to office or withdraw a ballot issue or ballot question, the Jurisdiction shall pay the County Clerk its actual costs incurred in connection with the cancelled election or withdrawn ballot issue or question, which may include costs incurred both before and after receipt of the Jurisdiction's notice of cancellation, within 30 days after cancellation. Any cancellations or withdrawals by the Jurisdiction after the ballot certification will result in additional costs that the Jurisdiction will be responsible for.

4.02.4 If the Jurisdiction resolves to cancel an election of persons to office or withdraw a ballot issue or ballot question, the Jurisdiction shall provide public notice by publication of such cancellation or withdrawal as required by the Code. A copy of such notice must be posted at each voter service and polling center in the County, in the Jurisdiction's offices and in the office of the County Clerk, and the Jurisdiction must notify any affected candidates that their election to office was canceled and that they were elected by acclamation.

ARTICLE V
COSTS

5.01 <u>Shared Election Costs</u>. The Jurisdiction shall reimburse the County Clerk for the Jurisdiction's pro-rated share of the Shared Election Costs. The Jurisdiction's pro-rated share of the Shared Election Costs shall be calculated in accordance with the formula set forth in Exhibit A attached to, and incorporated into, this Agreement. If the Jurisdiction's pro-rated share of the Shared Election Costs does not exceed $1,000, then the Jurisdiction shall reimburse the County Clerk in the amount of $1,000.

5.02 <u>Invoice</u>. The County Clerk shall submit to the Jurisdiction an invoice for the Jurisdiction's pro-rated share of the Shared Election Costs, and the Jurisdiction shall remit to the County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt of an invoice will be subject to an interest charge of the lesser of 1.5% per month or the highest rate permitted under law.

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ARTICLE VI
MISCELLANEOUS

6.01　**Notice**.

6.01.1 Unless directed otherwise, all correspondence required to be given under this Agreement shall be deemed received if given by any one of the following: (1) electronic transmission (as defined in subsection 6.01.2 below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (2) overnight carrier service or personal delivery, when received; (3) first class mail, postage prepaid, three (3) business days after being deposited in the United States mail.

If to the County Clerk to the County Liaison:

> Cody Swanson
> Jefferson County Clerk and Recorder's Office
> Elections Division
> 3500 Illinois Street. Suite 1100
> Golden CO 80401
> Phone: (303) 271-8111
> Email: logistics@jeffco.us

If to the Jurisdiction to the District Liaison:

District Liaison Name: ___Wendy Heffner_____

Jurisdiction: ___City of Littleton_____

Address: __2255 West Berry Avenue_____

City, State, Zip Code: __Littleton, CO 80120_____

Cell Phone: __(303) 981-1817_____

Office Phone: __(303) 795-3753_____

Email: __wheffner@littletongov.org_____

If to the Alternate District Liaison:

Alternate District Liaison Name: _____

Jurisdiction: _____

Address: _____

City, State, Zip Code: _____

Cell Phone: _____

Office Phone: _____

Email: _____

6.01.2 The Parties agree that: (1) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (2) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (3) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

6.02   **Amendment**. This Agreement may not be modified or amended except in writing signed by the Parties.

6.03   **Entire Agreement**. This Agreement and its Exhibits constitute the entire agreement between the Parties as to the subject matter hereof and supersede all prior or contemporaneous agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written, between the Parties.

6.04   **Indemnification**. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the acts or omissions of either party is controlled and limited by the Colorado Constitution, the Colorado Governmental Immunity Act (§§ 24-10-101, et seq., C.R.S.), and the Risk Management Act (§§ 24-30-1501, et seq., C.R.S.). Each party shall be responsible for any and all claims incurred as a result of any alleged act or omission of the said party and its employees, which occurred or is alleged to have occurred during the performance of their duties within the scope of their employment, except where such acts or omissions are willful and wanton.

6.05   **Conflict of Agreement with Law, Impairment**. In the event that any provision in this Agreement conflicts with the Code, this Agreement shall be modified to conform thereto. No subsequent resolution or ordinance of the Jurisdiction shall impair the rights of the County Clerk or the Jurisdiction without the consent of the other Party.

6.06   **Time of Essence**. Time is of the essence in the performance of this Agreement. Any deadlines or other time limits set forth in the Code shall apply to completion of the tasks required by this Agreement.

6.07   **No Third-Party Beneficiaries**. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity not a party to this Agreement.

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

6.09   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, without regard to the conflicts of laws and rules 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 in and for the County of Jefferson, State of Colorado.

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

6.11   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.

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

6.13   Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic transmission of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

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The Parties hereto have signed this Agreement as of the date indicated below.

JURISDICTION:

By: _____

Name/Title: Debbie Brinkman, Mayor

 Date: _____

JURISDICTION LEGAL COUNSEL - OPTIONAL

By: _____

Name/Title: __Steve Kemp, City Attorney_____

Date: _____

COUNTY CLERK:

CLERK AND RECORDER FOR THE
COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____

     Faye Griffin, Jefferson County Clerk & Recorder

Date: _____

APPROVED AS TO FORM:

_____

Assistant County Attorney

EXHIBIT A

CALCULATION OF ELECTION COSTS FOR A JURISDICTION

1) Each ballot style is comprised of different combinations of jurisdictions on the ballot. For example Ballot Style 1 might include the County and State only, Ballot Style 2 might include the County, the State and the Jurisdiction.

2) The County Clerk first determines the total number of voters for each ballot style by utilizing a computer program after ballot information is entered into its system. Then, the total number of voters for each jurisdiction by ballot style is determined by taking the total number of voters for each ballot style and dividing this number by the number of jurisdictions participating in such ballot style. Using the scenario in number 1 above, if Ballot Style 2 had 99 voters, then each jurisdiction would be allocated 33 voters because three jurisdictions share that ballot style (99 divided by 3 = 33).

3) The total number of voters a jurisdiction is allocated pursuant to the formula in number 2 above is then divided by the total number of registered voters in the County. Using the example set forth above for Ballot Style 2, each jurisdiction is allocated 33 voters. Thus, 33 is divided by the total number of registered voters to determine the percentage for which each jurisdiction is responsible in connection with Ballot Style 2. For example, if the total number of registered voters was 10,000, then each jurisdiction would be responsible for .33% for Ballot Style 2 (33 divided by 10,000 = .0033 or .33%).

4) After all ballot styles are tallied, the percentages for the ballot styles for each jurisdiction are added together to get that jurisdiction's grand total percentage. For example, if the Jurisdiction was included in three ballot styles and the Jurisdiction's resulting percentages for the three ballot styles was 0.6%, 0.25%, and 3.5%, the sum of these percentages for the three ballot styles would result in a grand total of 4.35% (0.6 + 0.25 + 3.5 = 4.35%).

5) The resulting percentage grand total described in the formula in number 4 above is then used to determine a jurisdiction's total cost for the election. For example, if the Jurisdiction's grand total percentage was 4.35% and the total cost of the election was $200,000, then the Jurisdiction would owe $8,700.00 ($200,000 multiplied by .0435 = $8,700.00).

There is a $1,000 minimum charge, so no jurisdiction will be charged less than $1,000. All numbers used above are for illustration only. The Jurisdiction shall not assume the above examples reflect its actual or estimated cost for the Election. See also sample chart below for further illustration.

[YEAR] [ELECTION TITLE]
[JURISDICTION]

STYLE NUMBER	NUMBER OF VOTERS	DIVIDED BY THE NUMBER OF JURISDICTIONS	TOTAL VOTERS PER JURISDICTION	DIVIDED BY TOTAL NUMBER OF BALLOTS ISSUED	PERCENTAGE PER JURISDICTION
TOTAL				(000,000)	

TOTAL PERCENTAGE FOR [JURISDICTION]