

Memorandum of Agreement

Between Kenai Peninsula Borough and the Cities of
Kachemak, Kenai, Homer, Seldovia, Seward, and Soldotna
For the Intergovernmental Administration of Borough and City Municipal Elections

This Memorandum of Agreement (hereinafter the “Agreement”) is by and between the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, AK 99669, (hereinafter “Borough”) and the participating Cities of Kachemak, Kenai, Homer, Seldovia, Seward, and Soldotna (hereinafter “Cities,” or “City”) whose addresses are included on the signatory page below, for the purpose of intergovernmental administration of the Borough and the Cities’ local municipal elections (hereinafter “municipal elections”).

WHEREAS, Article X, Section 13 of the Alaska Constitution authorizes local government to enter into agreements for the cooperative or joint administration of any function or power, unless otherwise prohibited by law or charter; and

WHEREAS, AS 29.35.010(13) provides authority for the Borough to enter into intergovernmental cooperative agreements for the joint administration of a borough function or power; and

WHEREAS, historically the borough and five (5) of the cities within the borough (Homer, Kenai, Seldovia, Seward, and Soldotna) have collaborated on the administration of the annual regular municipal election; and

WHEREAS, the Borough and the Cities share a common goal and find that it serves public interest to work together to minimize costs, increase efficiencies and to ensure municipal elections are conducted in a fair and consistent way throughout the borough; and

WHEREAS, the parties hereto wish to memorialize past practices and understandings through this written document which shall constitute their specific agreement on terms and conditions related to roles, responsibilities, permissions and fees associated with the Borough’s administration of municipal elections;

THE PARTIES THEREFORE AGREE, in consideration of the mutual promises contained in this Agreement and the services and fees provided, as set forth below:

1. PURPOSE AND INTENT

This Agreement is established and entered into between the parties for the purpose of jointly administering municipal elections. This Agreement contemplates basic and core election services for municipal elections, including special elections. The Borough Clerk’s Office will be primarily responsible for providing the basic and core election services as set out below. The Cities agree to pay the Borough for reasonable costs related to the election services pursuant to the fee schedule established below, or as amended by mutual written agreement of the parties. In-line with current and past practices, the Borough’s Clerk’s Office will collaborate with the City Clerk’s Offices regarding administration of municipal elections.

2. BOROUGH'S OBLIGATIONS

- a. Election and Ballot Programming:
 - i. The Borough Clerk's Office will program the election(s) and ballot(s) for all regular and special municipal elections.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below. Each City will provide final approval of ballot proofs to the Borough Clerk's Office.
 - iii. Ballots shall be delivered to each City at least 15 days before each regular election and at least 10 days before each special or runoff election.

- b. Logic and Accuracy Testing
 - i. The Borough Clerk's Office will ensure all ballots and equipment is tested and set for municipal elections.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below.
 - iii. Copies of the logic and accuracy testing will be provided to each City.

- c. Voter Pamphlet – to include Borough and Cities candidates and issues
 - i. The Borough Clerk's Office will provide the Cities forms for candidate and ballot propositions submissions, and sample ballots, to be included in the Information Brochure (aka Voter Pamphlet). The completed forms will be submitted to the Borough Clerk's Office camera ready.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below.

- d. Shared services for absentee voting
 - i. The Borough Clerk's Office will open an absentee voting site two weeks prior to the regular election and provide for absentee voters to have access to borough and city ballots for all precincts within the borough.
 - ii. This is an in-kind service; there is no administrative charge for this service.

- e. Election worker recruitment, training, and administration
 - i. The Borough Clerk's Office will, in collaboration with each City, recruit, train, and provide for administration of all shared election workers, to include election judges, election officials, canvass board, election board, and any other similar terms in City or Borough codes referring to election workers. Election workers hired for a regular municipal election will be considered temporary employees of the Borough.
 - ii. Each City will pay or cause to be paid an administration fee for this service as set out in Section 3 below.
 - iii. For the purposes of Workers' Compensation and all other employment related matters Election Workers shall be considered temporary employees of the Borough.
 - iv. Because City of Seldovia is within the Seldovia/Kachemak Bay voting precinct which is a by mail precinct for the borough, the Borough Clerk's

Office will only be responsible for hiring an absentee voting official to work on Seldovia/Kachemak elections.

- f. Equipment delivery and storage
 - i. The Borough Clerk's Office will provide for all necessary election equipment to be delivered to polling sites and absentee voting stations, unless specific arrangements are otherwise made with individual cities.
- g. Precinct/Polling Site Rental
 - i. In the event a polling site requires a rental charge, the KPB will handle all aspects of securing the site for use.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below.
- h. Special elections support
 - i. Section 2(a) through (g) above do not apply to City special elections.
 - ii. Unless specific arrangements are otherwise made with individual cities, the Borough Clerk's Office will program ballots, provide logic and accuracy testing, and provide for use of Borough election equipment for the City's special election which will include print ready artwork to printer, ballot tabulator, ADA compliant tablet, ballot printer, and ballot box per precinct for special elections conducted by a City.
 - iii. Each City will pay an administration fee for this service as set out in Section 3 below. The Borough will not provide for an absentee voting site for special elections conducted by a City. Each City will pick up the Borough election equipment that it will use in its special election.

3. CITIES OBLIGATIONS AND FEES

- a. The Cities' respective Clerk's Office will open an absentee voting site two weeks prior to the regular election and provide for absentee voters to have access to borough ballots for precincts within or near the city limits. Except that it is understood City of Soldotna and the KPB will share an absentee voting site at the Borough Administration Building located at 144 N. Binkley Street.
- b. The Cities' respective Clerk's Office will provide all candidate information and proposition language in order to accommodate timelines for ballot programming and voter pamphlet information.
- c. By signing this Agreement, Cities consent to the following fee schedule:

<u>Service</u>	<u>Cost</u>	<u>Description</u>
Ballot Programming	\$500 per regular election	See description of services in 2(a) above.
Logic and Accuracy Testing	\$100 per regular election	See description of services in 2(b) above.
Voter Pamphlet	\$100 per page	See description of services in 2(c) above.

Shared services for absentee voting	No charge, in kind service provided	See description of services in 2(d) above.
Election worker recruitment, training, and administration	50% of wages and employer's share of FICA for all election officials working at polling locations within city's jurisdiction.	Wages are based on the current election worker hourly rate as set by the Division of Elections See description of services in 2(e) above.
Equipment delivery and storage	No charge	See description of services in 2(f) above.
Precinct rental or lease fees	50/50, with a maximum charge to the city of \$50 if charged by the site	See description of services in 2(g) above.
City's Special Elections	\$1500 flat rate	See description of services in 2(h) above.

4. ELECTION WEBPAGES AND LOCAL INFORMATION

The parties agree that the Borough and each City shall continue to maintain, with each party continuing to bear respective associated costs, its own election webpage and other information items regarding municipal elections.

5. WITHDRAWAL

- a. If the Borough or a City wants to withdraw from agreement They must provide 4 months' written notice.
- b. The Borough or a City cannot cancel or terminate this agreement within 90 days of the regular municipal election.

6. TERM OF AGREEMENT

This Agreement shall be in effect for five (5) years beginning _____, 2020 and terminating _____, 2025. This Agreement is eligible for two (2) 5-year renewals by mutual written consent of the parties.

7. CITY AND KP CODE AND STATE LAW

This Agreement does not supersede any City or KPB code or state law. If a provision of this Agreement conflicts with KPB or City code or state law, the respective code and state law controls.

8. WORKERS' COMPENSATION; LIABILITY INSURANCE

Each Party shall be responsible for the purchase and maintenance of minimum insurance coverage as specified in paragraphs (a) and (b) of this section. Insurance coverage shall be in acceptable form, and for the amounts specified by the Borough, or as required by law, whichever is greater.

Insurance coverage shall remain in effect for the life of this Agreement, and any extensions thereto. This insurance shall be primary.

- a. Commercial general/automobile liability insurance of not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence.
- b. Worker's Compensation and Employer's Liability insurance shall be provided for all employees and volunteers as per Alaska State Statutes.

9. DEFAULT

Failure of either party to fully perform its obligations under the terms of this Agreement will constitute a default. If default is not cured, within 30 days, by full performance under this Agreement, then the non-defaulting party may immediately terminate the Agreement by delivering written notice to the defaulting party.

10. AMENDMENT OF AGREEMENT

This Agreement may only be modified or amended by written agreement of the parties.

11. COUNTERPARTS; ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this Agreement. The parties may not amend this Agreement unless agreed to in writing with both parties signing through their authorized representatives.

13. SAVINGS CLAUSE

If any provision of this Agreement shall be invalidated on any ground by any court of competent jurisdiction, then the invalidated provision shall remain in force and effect only to the extent not invalidated and the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

14. OBLIGATIONS

All of the Borough's and the Cities obligations as specified in Sections 1 and 2 are subject to lawful appropriations, if necessary, for the specific purpose of carrying out the Borough and City's obligations.

**KENAI PENINSULA BOROUGH
144 N BINKLEY STREET
SOLDOTNA, AK 99669**

By: Charlie Pierce, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

Sean Kelley, Deputy Borough Attorney

**KACHEMAK CITY
59906 BEAR CREEK DR.
HOMER, AK 99603**

By: _____,
Date: _____

ATTEST:

Erica Fitzpatrick, City Clerk

**CITY OF KENAI
210 FIDALGO AVE.
KENAI, AK 99611**

By: Paul Ostrander, City Manager

ATTEST:

Jamie Heinz, City Clerk

**CITY OF HOMER
491 E. PIONEER AVE.
HOMER, AK 99603**

By: Rob Dumouchel, City Manager

Date: _____

ATTEST:

Melissa Jacobsen, City Clerk

**CITY OF SELDOVIA
PO DRAWER B
SELDOVIA, AK 99663**

By: _____, City Manager

Date: _____

ATTEST:

Heidi Geagel, City Clerk

**CITY OF SEWARD
PO BOX 167
SEWARD, AK 99664**

By: _____, City Manager

Date: _____

ATTEST:

Brenda Ballou, City Clerk

**CITY OF SOLDOTNA
177 N BIRCH ST.
SOLDOTNA, AK 99669**

By: Stephanie Queen, City Manager

Date: _____

ATTEST:

Shellie Saner, City Clerk