

## 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 work with our election software vendor to program the election(s) and ballot(s) for all regular and special municipal elections.
- ii. Each City will pay an administration fee for this contracted 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 work with our election software vendor to program ballots, provide assist the cities with their 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, organize and manage 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. This includes maintaining the work schedules for the shared absentee election officials working at their site. 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 to the Borough Clerk's Office in order to accommodate within the set 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	<del>\$1500 flat rate</del> <u>Actual costs billed by election software vendor.</u>	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 \_\_\_\_\_, 20204 and terminating \_\_\_\_\_, 2025. This Agreement is eligible for two (2) 5-year renewals by mutual written consent of the parties.

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170 **7. CITY AND KPB CODE AND STATE LAW**  
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172 This Agreement does not supersede any City or KPB code or state law. If a provision of  
173 this Agreement conflicts with KPB or City code or state law, the respective code and state  
174 law controls.  
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176 **8. WORKERS' COMPENSATION; LIABILITY INSURANCE**  
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178 Each Party shall be responsible for the purchase and maintenance of minimum insurance  
179 coverage as specified in paragraphs (a) and (b) of this section. Insurance coverage shall be  
180 in acceptable form, and for the amounts specified by the Borough, or as required by law,  
181 whichever is greater.

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

184 a. Commercial general/automobile liability insurance of not less than \$1,000,000  
185 combined single limit bodily injury and property damage per occurrence.

186 b. Worker's Compensation and Employer's Liability insurance shall be provided  
187 for all employees and volunteers as per Alaska State Statutes.  
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189 **9. DEFAULT**  
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191 Failure of either party to fully perform its obligations under the terms of this Agreement  
192 will constitute a default. If default is not cured, within 30 days, by full performance under  
193 this Agreement, then the non-defaulting party may immediately terminate the Agreement  
194 by delivering written notice to the defaulting party.  
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196 **10. AMENDMENT OF AGREEMENT**  
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198 This Agreement may only be modified or amended by written agreement of the parties.  
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200 **11. COUNTERPARTS; ELECTRONIC SIGNATURE**  
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202 This Agreement may be executed in counterparts and may be executed by way of facsimile  
203 or electronic signature in compliance with AS 09.80, each of which when so executed shall  
204 constitute an original and all of which together shall constitute one and the same  
205 instrument.  
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207 **12. ENTIRE AGREEMENT**  
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209 This Agreement constitutes the entire agreement between the parties. There are no other  
210 understandings or agreements between the parties, either oral or memorialized in writing  
211 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~~ Peter A. Micciche, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

~~John Blankenship~~ Michele Turner, Borough Clerk  
Attorney

Sean Kelley, ~~Deputy~~ Borough

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248 **KACHEMAK CITY**  
249 **59906 BEAR CREEK DR.**  
250 **HOMER, AK 99603**  
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253 By: \_\_\_\_\_,

254 Date: \_\_\_\_\_

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256 ATTEST:

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259 ~~Erica Fitzpatrick~~ Lauri Wallace, City Clerk

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263 CITY OF KENAI  
264 210 FIDALGO AVE.  
265 KENAI, AK 99611

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269 By: ~~Paul Ostrander~~ Terry Eubank, City Manager

270 Date:

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273 ATTEST:

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277 ~~Jamie Heinz~~ Shellie Saner, City Clerk

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279 CITY OF HOMER  
280 491 E. PIONEER AVE.  
281 HOMER, AK 99603  
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285 By: ~~Rob Dumouchel~~ Melissa Jacobsen, Acting City Manager  
286 Date: \_\_\_\_\_

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288 ATTEST:  
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292 ~~Melissa Jacobsen~~ Renee Krause, Deputy Acting City Clerk  
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296 **CITY OF SELDOVIA**  
297 **PO DRAWER B**  
298 **SELDOVIA, AK 99663**  
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301 By: ~~\_\_\_\_\_~~ Heidi Geagel, City Manager  
302 Date: \_\_\_\_\_  
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309 ~~Heidi Geagel~~ Elizabeth Diamant, City Clerk  
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327 CITY OF SEWARD  
328 PO BOX 167  
329 SEWARD, AK 99664

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331 By: ~~\_\_\_\_\_~~ Kat Sorensen, City Manager  
332 Date: \_\_\_\_\_  
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335 ATTEST:  
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339 ~~Brenda Ballou~~ Kris Peck, City Clerk

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360 **CITY OF SOLDOTNA**  
361 **177 N BIRCH ST.**  
362 **SOLDOTNA, AK 99669**

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366 By: ~~Stephanie Queen~~Janette Bower, City Manager

367 Date: \_\_\_\_\_

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369 ATTEST:

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373 ~~Shellie Saner~~Johni Blankenship, City Clerk

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