

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 24-084

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
ADOPTING A JOINT RESOLUTION OF THE KENAI PENINSULA
BOROUGH ASSEMBLY AND COUNCILS OF THE CITIES OF HOMER,
KENAI, SELDOVIA, SEWARD AND SOLDOTNA FOR THE PURPOSE
OF AMENDING THE MEMORANDUM OF AGREEMENT FOR
INTERGOVERNMENTAL ADMINISTRATION OF BOROUGH AND CITY
ELECTIONS.

WHEREAS, The City of Homer has collaborated with the Kenai Peninsula Borough
(KPB) on the administration of the annual regular elections for the past four three years; and

WHEREAS, The Borough and City have common goals to serve the public interest to
minimize costs, increase efficiencies and ensure municipal elections are conducted in a fair
and consistent manner; and

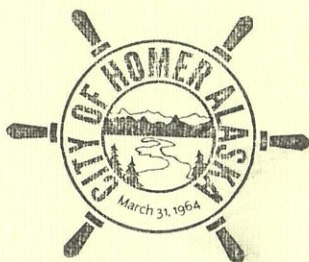
WHEREAS, The City of Homer entered into a Memorandum of Agreement under Joint
Resolution 2021-001 via Resolution 21-049 for the intergovernmental administration, including
cost and equipment sharing of borough and city elections; and

WHEREAS, The Clerks for the City and KPB continue to address updates to election
processes and associated costs; and

WHEREAS, These election updates and associated costs necessitate the amendments
to the Memorandum of Agreement previously adopted.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
Adopts the Joint Resolution of the Kenai Peninsula Borough and the Councils of the Cities of
Homer, Kenai, Seldovia, Seward and Soldotna for the Purpose of Amending the Memorandum
of Agreement for Intergovernmental Administration of Borough and City Elections.

PASSED AND ADOPTED by the Homer City Council this 12th day of August, 2024.



CITY OF HOMER

KEN CASTNER, MAYOR

44 ATTEST:

45

46

Renee Krause

47 RENEE KRAUSE, MMC, CITY CLERK

48

49

50 Fiscal information: 100-0102-5210

51

Introduced by: Johnson at the Request of
the Borough Clerk

Date:

Action:

Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2024-XXX**

**A RESOLUTION ADOPTING A REVISED MEMORANDUM OF AGREEMENT
BETWEEN THE KENAI PENINSULA BOROUGH AND THE CITIES OF HOMER,
KENAI, SELDOVIA, SEWARD AND SOLDOTNA, FOR THE PURPOSE OF
INTERGOVERNMENTAL ADMINISTRATION OF BOROUGH AND CITY
ELECTIONS**

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 original Memorandum of Agreement was approved by the borough and the cities of Homer, Kenai, Seldovia, Seward and Soldotna in July of 2021; and

WHEREAS, the clerks continue to address updates to election processes and associated costs;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI
PENINSULA BOROUGH:**

SECTION 1. Revisions to the Memorandum of Agreement, as shown in the accompanying redline version of the agreement, amend the Memorandum of Agreement to satisfy updates to current election processes and associated costs.

SECTION 2. That this resolution takes effect immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF * 2024.**

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Members, KPB Assembly

THRU: Brent Johnson, Assembly President

FROM: Michele Turner, Borough Clerk

DATE:

RE: Resolution 2024-0 : Approving an Updated Memorandum of Agreement Between the Kenai Peninsula Borough and the Cities of Homer, Kenai, Seldovia, Seward and Soldotna, for the Purpose of Intergovernmental Administration of Borough and City Elections (Johnson at the Request of the Borough Clerk)

In July 2021, KPB Resolution 2021-055 approved Joint Resolution 2021-001 of the Assembly of the Kenai Peninsula Borough and Councils of the Cities of Homer, Kenai, Seldovia, Seward and Soldotna, for the purposes of Intergovernmental Administration of Borough and City Elections. The Memorandum of Agreement (MOA) was also approved under the same resolution.

Our election processes have changed since 2021. We are respectfully requesting to update the Memorandum of Agreement accordingly.

This Resolution will approve updates to the MOA, as shown in the accompanying redline version of the MOA. The substantive updates are: identifying KPB's software vendor responsibility for setting up the election database and ballot layouts; operations of the absentee voting sites at the cities respective clerk offices and the management of those election workers; and updated fees associated with programming city special election.

Your consideration is appreciated.

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.

51
52
53
54 **2. BOROUGH'S OBLIGATIONS**
55

56 a. Election and Ballot Programming:

- 57 i. The Borough Clerk's Office will work with our election software vendor to
58 program the election(s) and ballot(s) for all regular and special municipal
59 elections.
60 ii. Each City will pay an administration fee for this contracted service as set out
61 in Section 3 below. Each City will provide final approval of ballot proofs to
62 the Borough Clerk's Office.
63 iii. Ballots shall be delivered to each City at least 15 days before each regular
64 election and at least 10 days before each special or runoff election.
65

66 b. Logic and Accuracy Testing

- 67 i. The Borough Clerk's Office will ensure all ballots and equipment is tested and
68 set for municipal elections.
69 ii. Each City will pay an administration fee for this service as set out in Section 3
70 below.
71 iii. Copies of the logic and accuracy testing will be provided to each City.
72

73 c. Voter Pamphlet – to include Borough and Cities candidates and issues

- 74 i. The Borough Clerk's Office will provide the Cities forms for candidate and
75 ballot propositions submissions, and sample ballots, to be included in the
76 Information Brochure (aka Voter Pamphlet). The completed forms will be
77 submitted to the Borough Clerk's Office camera ready.
78 ii. Each City will pay an administration fee for this service as set out in Section 3
79 below.
80

81 d. Shared services for absentee voting

- 82 i. The Borough Clerk's Office will open an absentee voting site two weeks prior
83 to the regular election and provide for absentee voters to have access to
84 borough and city ballots for all precincts within the borough.
85 ii. This is an in-kind service; there is no administrative charge for this service.
86

87 e. Election worker recruitment, training, and administration

- 88 i. The Borough Clerk's Office will, in collaboration with each City, recruit, train,
89 and provide for administration of all shared election workers, to include
90 election judges, election officials, canvass board, election board, and any other
91 similar terms in City or Borough codes referring to election workers. Election
92 workers hired for a regular municipal election will be considered temporary
93 employees of the Borough.
94 ii. Each City will pay or cause to be paid an administration fee for this service as
95 set out in Section 3 below.
96 iii. For the purposes of Workers' Compensation and all other employment related
97 matters Election Workers shall be considered temporary employees of the
98 Borough.
99 iv. Because City of Seldovia is within the Seldovia/Kachemak Bay voting
100 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	\$1500 flat rate <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 _____, 2020~~4~~ and terminating _____, 2025. This Agreement is eligible for two (2) 5-year renewals by mutual written consent of the parties.

166
167
168
169
170 **7. CITY AND KPB CODE AND STATE LAW**

171
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.
175

176 **8. WORKERS' COMPENSATION; LIABILITY INSURANCE**

177
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.
188

189 **9. DEFAULT**

190
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.
195

196 **10. AMENDMENT OF AGREEMENT**

197
198 This Agreement may only be modified or amended by written agreement of the parties.
199

200 **11. COUNTERPARTS; ELECTRONIC SIGNATURE**

201
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.
206

207 **12. ENTIRE AGREEMENT**

208
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 Pierree~~ Peter A. Micciche, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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

Sean Kelley, ~~Deputy~~ Borough

247

248 **KACHEMAK CITY**
249 **59906 BEAR CREEK DR.**
250 **HOMER, AK 99603**
251

252 _____

253 By: _____,

254 Date: _____

255

256 ATTEST:

257

258 _____

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

260

261

262

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

266

267

268

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

270 Date: _____

271

272

273 ATTEST:

274

275

276

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

278

279 CITY OF HOMER
280 491 E. PIONEER AVE.
281 HOMER, AK 99603
282
283
284

285 By: ~~Rob Dumouchel~~ Melissa Jacobsen, ~~Acting~~ City Manager
286 Date: _____
287

288 ATTEST:
289

290
291 _____
292 ~~Melissa Jacobsen~~ Renee Krause, ~~Deputy, Acting~~ City Clerk
293
294

Formatted: Strikethrough

295
296
297
298
299

300
301
302
303

304

305
306

307
308
309
310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

CITY OF SELDOVIA
PO DRAWER B
SELDOVIA, AK 99663

By: Heidi Geagel, City Manager
Date: _____

ATTEST:

~~Heidi Geagel~~ Elizabeth Diamant, City Clerk

327 CITY OF SEWARD
328 PO BOX 167
329 SEWARD, AK 99664

333

335 ATTEST:

336

337

338

339 ~~Brenda Ballou~~Kris Peck, City Clerk

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

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

363

364

365

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

367 Date: _____

368

369 ATTEST:

370

371

372

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

374

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 the Borough's 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 the Borough's election software vendor to program ballots, 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 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	Actual costs billed by election software vendor.	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 _____, 2024 and terminating _____, 2029. This Agreement is eligible for two (2) 5-year renewals by mutual written consent of the parties.

7. CITY AND KPB 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 9.80, 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: Peter A. Micciche, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Michele Turner, Borough Clerk

Sean Kelley, Borough Attorney

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

By: Terry Eubank, City Manager

Date: _____

ATTEST:

Shellie Saner, City Clerk

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

By: Melissa Jacobsen, City Manager

Date: _____

ATTEST:

Renee Krause, MMC, City Clerk

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

By: Heidi Geagel, City Manager

Date: _____

ATTEST:

Elizabeth Diamant, City Clerk

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

By: Kat Sorensen, City Manager
Date: _____

ATTEST:

Kris Peck, City Clerk

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

By: Janette Bower, City Manager

Date: _____

ATTEST:

Johni Blankenship, City Clerk