

## MAIN MEMORANDUM OF AGREEMENT

Between Kenai Peninsula Borough and Participating Cities within the Borough  
For the Intergovernmental Administration of Borough and City Municipal Elections

This Main 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 the borough (hereinafter “Cities,” or “City”) whose addresses are included on their corresponding Participating Addendums (“PA”) incorporated herein, 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, 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, historically the borough and five (5) of the cities within the borough (Homer, Kenai, Seldovia, Seward, and Soldotna) collaborated on the administration of the annual regular municipal election under the “2024 Revised Memorandum of Agreement”; and

WHEREAS, at the October 7, 2025 regular election borough voters ratified Citizen Initiative Ordinance 2025-01 – Proposition No. 5 that changed the borough’s election date in October to align with the State of Alaska election date in November; and

WHEREAS, Resolution 2025-045 authorized the Borough Clerk to terminate the revised 2024 Revised Memorandum of Agreement in order for the cities to work through their process in considering a November election date; and

WHEREAS, a city that elects to move its municipal election to November may become a participating party to this Agreement by executing a Participating Addendum, which shall be incorporated herein by reference; and

WHEREAS, the parties 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 now held annually in November;

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 participating cities for the purpose of jointly administering municipal elections. The purpose of this Agreement is address basic and core election services for municipal elections, including special elections, the party primarily responsible for providing the service and the associate cost for the service. The parties' general intent is for the Borough Clerk's Office to be primarily responsible for providing the basic and core election services as set out below. Participating cities agree to pay the Borough for reasonable costs related to the election services pursuant to the fee schedule set forth in this Agreement, or as amended by mutual written agreement of the parties. The Borough's Clerk's Office will collaborate and partner with the participating City Clerk's Offices regarding administration of municipal elections.

A Participating Addendum or "PA" means a written agreement executed between the Kenai Peninsula Borough and any city within the Borough that elects to participate in this Agreement. The PA will identify the participating city, establish the effective date of participation, and may include additional terms necessary to address the administration of the city's municipal election consistent with the provisions of this Agreement. Upon execution, each respective PA will be incorporated into this Agreement.

## **2. BOROUGH'S OBLIGATIONS**

### **2.1 Election and Ballot Preparation:**

- 2.1.1 The Borough Clerk's Office will work with the Borough's election software vendor to prepare the election(s) and ballot(s) for all regular and special municipal elections, including the preparation of media for the voting equipment.
- 2.1.2 Ballots shall be delivered to each City at least 15 days before each regular election. Ballots for any city special election will be ordered directly by the City from a ballot printer and delivered directly to the City by the ballot printer.
- 2.1.3 All ballots are to be stored in a secure and locked room with access limited to election personnel.

### **2.2 Logic and Accuracy Testing**

- 2.2.1 The Borough Clerk's Office will ensure all ballots and equipment are tested and set for regular municipal elections. Logic and Accuracy Testing for any city special election will be conducted by the City.
- 2.2.2 Each City will pay an administration fee for this service as set out in Section 3 below.
- 2.2.3 Copies of the logic and accuracy testing will be provided to each City.

### **2.3 Voter Pamphlet – to include Borough and City candidates and issues**

- 2.3.1 The Borough Clerk's Office shall provide each City with forms for candidate and ballot proposition submissions, as well as sample ballots, for inclusion in the Information Brochure (Voter Pamphlet). Completed forms must be submitted to the Borough Clerk's Office in camera-ready format and by the deadlines established by the Borough Clerk's Office. Each City will pay an administration fee for this service as set out in Section 3 below.

## 2.4 Shared services for absentee voting sites

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

## 2.5 Absentee Ballot Application Database

- 2.5.1 The Borough Clerk's Office will administer and maintain an online absentee ballot application platform for the borough and participating cities. The Borough Clerk's Office will manually enter all paper applications to the application platform.
- 2.5.2 The Borough Clerk's Office will provide each participating City with a list of applicants/voters that requested a city ballot in addition to a borough ballot. The Borough Clerk's Office will provide the participating City with copies of the applications upon request. The first application list will be provided to each City no later than three weeks prior to election day. Supplemental lists will be provided to each participating City weekly, or bi-weekly depending on volume, thereafter.

## 2.6 Election worker recruitment, training, and administration

- 2.6.1 The Borough Clerk's Office will recruit, train, and provide for administration of all shared election workers, to include election judges, election officials, election boards, and any other similar terms in Borough code referring to election workers. Election workers hired for a regular municipal election will be considered temporary employees of the Borough. City is responsible for training election workers in regards to the accountability of city ballots. A participating city will directly hire election workers for any city special elections.
- 2.6.2 For the purposes of Workers' Compensation and all other employment related matters Election Workers are considered temporary employees of the Borough, except pursuant to paragraph 2.5.1 above election workers hired for city special elections will be considered temporary employees of the city.

## 2.7 Equipment rental, delivery and storage

- 2.7.1 The Borough Clerk's Office will prepare and provide all necessary election equipment to be delivered to precinct polling sites and absentee voting sites for the regular municipal election, unless specific arrangements are defined in the City's PA.
- 2.7.2 There is no charge for equipment rental for the regular municipal election unless specific arrangements are defined in the City's PA.
- 2.7.3 All equipment delivered to the Cities prior to election day are to be stored in a secure and locked room with access limited to election personnel.

## 2.8 Precinct/Polling Site Rental

- 2.8.1 In the event a polling site requires a rental charge, the KPB will handle all aspects of securing the site for use.
- 2.8.2 Each City will pay an administration fee for this service as set out in Section 3 below.

2.9 Special elections support

2.9.1 Section 2.1 through 2.7 above do not apply to City special elections.

2.9.2 Unless specific arrangements are otherwise made with individual cities, the Borough Clerk’s Office will work with the Borough’s election software vendor to prepare the special election database and ballots, as well as provide for use of Borough election equipment for the City’s special election. The Borough Clerk’s Office will prepare the media for the voting equipment. Voting and precinct equipment to include ballot tabulator, ADA compliant tablet, ballot printer, ballot box, voting booths, precinct signs and election supplies per precinct for special elections conducted by a City.

2.9.3 Each City will pay an administration fee for this service as set out in Section 3 below. The Borough will not provide an absentee voting site for special elections conducted by a City. Each City will pick up and return the Borough’s election equipment that will be used in its special election.

**3. CITIES OBLIGATIONS AND FEES**

3.1 The Cities’ respective Clerk’s Office will open, organize, and manage an absentee voting site two weeks prior to the regular election and on election day and provide for absentee voters to have access to borough ballots for precincts within or near city limits. This includes maintaining the work schedules for the shared absentee election officials working at their site.

3.2 Each participating City is responsible for training election workers in city precincts, providing necessary reference materials, as well as proper chain of custody and accountability for city ballots.

3.3 Each City will provide ballot content in camera ready state and submit final approval of ballot proofs by the deadlines set by the Borough Clerk’s Office.

3.3.1 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 preparation/setup/printing and inclusion in the voter pamphlet.

3.4 Each City will have a city representative present during Logic and Accuracy Testing as scheduled by the Borough Clerk’s Office.

3.5 Each City will pay an administration fee for this contracted service in accordance with the following fee schedule:

<u>Service</u>	<u>Cost</u>	<u>Description</u>
Election Database Preparation and Ballot Setup	\$1,000 per regular election	See description of services in 2.1 above.
Logic and Accuracy Testing	\$150 per regular election	See description of services in 2.2 above.
Voter Pamphlet	\$120 per page	See description of services in 2.3 above.

Shared services for absentee voting sites	No charge, in kind service provided.	See description of services in 2.4 above.
Administration of Absentee Ballot Application Database	\$200 per regular election	See description of services in 2.5 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 through the borough's budget process.  See description of services in 2.5 above.
Equipment delivery	No charge	See description of services in 2.6 above.
Equipment Rental (regular elections)	No charge, unless specific arrangements are defined in the City's PA.	See description of services in 2.6 above.
Precinct rental fees	1/2 of the rental costs, if charged by the polling location.	See description of services in 2.7 above.
City Special Elections  KPB Administrative fee includes: preparation of election database & media, equipment rental (ballot tabulator, ADA compliant voting tablet, ballot printer, ballot box, voting booths & precinct signs), and equipment precinct supplies.	\$1,500 KPB Admin Fee, plus actual costs of election preparation and ballot setup fees from software vendor.  Special Election ballots are ordered by the cities directly from the ballot printer.	See description of services in 2.8 above.

#### 4. ELECTION WEBPAGES AND LOCAL INFORMATION

The parties agree that the Borough and each participating city will maintain their own election webpages and related informational materials regarding municipal elections, with each party responsible for its own associated costs.

#### 5. WITHDRAWAL

5.1 If the Borough or a participating city wants to withdraw from this agreement, they must provide 4 months written notice.

5.2 The Borough or a participating city cannot cancel or terminate this agreement within 90 days of the regular municipal election.

## **6. TERM OF AGREEMENT**

The initial term of this Agreement, and accompanying PA, is for three years, effective from the signature date on each City's Participating Addendum. This Agreement and a City's accompanying PA, may be renewed thereafter, by January 31 of each renewal year by written agreement of the Borough and the participating city. Renewal agreements must address any inflationary increases to the fee schedule in Section 3.

## **7. CITY AND KPB CODE AND STATE LAW**

In the event of a conflict between this Agreement, a PA, and any such code or state law, the applicable code or state law shall control.

## **8. INSURANCE**

Each Party is responsible for the purchase and maintenance of minimum insurance coverage as specified in this section or at levels deemed appropriate by the Party. Insurance coverage identified below sets forth minimum acceptable levels only and shall not be deemed to be a representation of coverage adequacy or limit on liability. Insurance obligations to provide insurance may be met by providing evidence of fiscal responsibility or self-insurance.

Insurance coverage must remain in effect for duration of this Agreement, the PA, and any renewal periods. This insurance shall be primary and exclusive of any insurance carried by any other party to the Agreement.

8.1. Commercial General Liability insurance of not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence.

8.2 Worker's Compensation and Employer's Liability insurance must 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 and Participating Addendums 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 is 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. SUBJECT TO APPROPRIATION**

Any Borough or city financial obligations under this Agreement are subject to lawful appropriations by the respective governing body 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, MMC, Borough Clerk

\_\_\_\_\_  
Sean Kelley, Borough Attorney