

RESOLUTION NO. 09-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING A CONTRACT WITH KOOTENAI COUNTY FOR CERTAIN ELECTION SERVICES; THE ANNUAL AGREEMENT WITH SCHOOL DISTRICT 271 FOR SCHOOL RESOURCE OFFICERS AND CHANGE ORDER NO. 1 FOR LANDINGS PARK, PHASE II.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 3" and by reference made a part hereof as summarized as follows:

- 1) A contract with Kootenai County for certain Election Services;
- 2) Agreement with School District 271 for School Resource Officers;
- 3) Change Order No. 1 for Landings Park, Phase II;

AND;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 3" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 18th day of August, 2009.

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Sandi Bloem, Mayor

ATTEST

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Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER KENNEDY	Voted _____
COUNCIL MEMBER BRUNING	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER GOODLANDER	Voted _____
COUNCIL MEMBER HASSELL	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## **CITY COUNCIL**

**DATE:** August 18, 2009

**FROM:** Susan Weathers, CMC  
City Clerk

**SUBJECT:** Contract with Kootenai County for Election Services

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### **DECISION POINT:**

Would the City Council approve an agreement with Kootenai County to provide certain election services for the November 3, 2009 City General Election?

### **HISTORY:**

For more than 25 years, the City of Coeur d'Alene has contracted with the Kootenai County Clerk to assist the City Clerk in conducting city elections.

The attached agreement outlines the services to be provided by the County.

### **FINANCIAL ANALYSIS:**

The budget amount of \$17,000 for the upcoming election includes reimbursement to the County for the proposed services to be offered. These services include county staffing for absentee voting (both mailed and in person) as well as election night staffing, recruiting and training Election Day judges and clerks, Election Day supplies, computer equipment and printing of sample and official ballots.

### **PERFORMANCE ANALYSIS:**

Since Kootenai County Clerk has an elections division, his staff provides invaluable experience and expertise to assist the residents in the voting process. Additionally, without the use of the County elections equipment, the City Clerk would have to hand count all ballots which would greatly increase the time for preparing the election returns. Additionally, due to the limited staff in the City Clerk's Office, by contracting with the County, we can provide mailing of absentee ballots to the community and expand the locations for in-person absentee voting.

### **DECISION POINT/RECOMMENDATION:**

It is recommended that the City Council adopt a resolution authorizing the contract with Kootenai County for election services.

## **AGREEMENT**

**THIS AGREEMENT**, made by and between the **City of Coeur d'Alene**, a municipal corporation of the state of Idaho (hereinafter referred to as "the City"), and **Kootenai County**, a political subdivision of the state of Idaho (hereinafter referred to as "the County");

### **WITNESSETH:**

**WHEREAS**, the City and the County, pursuant to the provisions of Idaho Code § 67-2332, may enter into agreements enabling each to cooperate with the other to provide services and facilities for their mutual social, political and economic advantage; and

**WHEREAS**, upon request and recommendation of the City Clerk, the City Council at its regular meeting on the 18th day of August, 2009 found and declared it to be in the best public interest of the City to utilize the office of the Clerk of the District Court of Kootenai County, Idaho, who is the *ex officio* auditor and recorder for the County, to conduct the city elections for the City to be held on November 3, 2009 under the supervision of the City Clerk.

**NOW, THEREFORE**, in consideration of the premises, it is agreed:

1. The Clerk of the District Court, subject to supervision and direction of the City Clerk and further subject to and in accordance with all the pertinent provisions of Titles 34 and 50, Idaho Code, shall perform the following duties of the Chief Election Official for the City in the conduct of the city election to be held on November 3, 2009, including but not limited to:
  - a. General supervision of all election judges, clerks and other election officials for each polling place in each precinct.
  - b. Comply with and require compliance by all election judges of the provisions of Titles 34 and 50, Idaho Code.
  - c. Prior to the city election, carry on a program of in-service training for all judges, clerks, and other election officials for the administration of the election laws in the conduct of said election by said local election officials.
  - d. During the registration of qualified City electors, update all registration cards to determine whether or not such have previously registered, to otherwise do all other things required by law in maintaining and keeping current registration records of qualified electors for the city elections, and to provide poll book computer printouts for each precinct for the city elections.
  - e. Subject to any applicable election law, devise, prepare and use in the administration of the city elections, the ballots, papers, documents, records

and other materials and supplies required or permitted by the pertinent election laws, or other necessary requirements in the administration of the city elections.

- f. Provide one or more pieces of machinery or equipment necessary to automatically examine and tally optical scan ballots upon which a voter records his or her vote, and shall otherwise comply with, and require compliance by all election officials pursuant to Chapter 24, Title 34, Idaho Code, as to the use of said vote tally system and in particular the following:
- 1) Section 34-2414: Prepare, provide and distribute all ballots, printed matter, and other supplies within a proper and reasonable time before the election to each election board at each polling place within each precinct;
  - 2) Section 34-2415: Prepare polling places for election by each election board of each election precinct;
  - 3) Section 34-2416: Prepare all machines and equipment for the said election, thoroughly inspecting and testing the computer or vote tally machines before and after counting the optical scan ballots to be able to file a certificate as to the accuracy of said vote tally machines; and
  - 4) Section 34-2418: Prepare optical scan ballots.
- g. Comply with the provisions of Chapter 10, Title 34, Idaho Code (Absentee Voting), and in particular by providing an absentee elector polling place, the voting booth and other necessary supplies as required by law.

Through and including any election contests:

1. The City shall publish any and all election notices required for this election.
2. The City shall pay the County an administrative fee for the reasonable costs and expenses of the Clerk of the District Court in performing this agreement in the applicable amount shown below:

Registered Voters	Fee
5,000 or fewer	300.00
5,001 to 10,000	400.00
10,001 or more	500.00

In addition, the City shall pay and reimburse the County for its proportionate share of the reasonable costs and expenses incurred by the Clerk of the District Court in performing this agreement.

3. The City further agrees to provide a proportionate share of the reasonable compensation for election judges and clerks.
4. The parties agree that the County is the independent contractor of the City and in no way an agent of the City, and that no joint venture shall be created by virtue of this Agreement. The City shall have no control over the performance of this Agreement by the County or its employees, except to specify the time and place of performance, and the results to be achieved. The City shall have no responsibility for security or protection of the County's supplies or equipment.
5. Each party agrees to indemnify, defend, and hold the other harmless, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of that party, or its agents, employees, or representatives, under this Agreement.
6. Each party agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000.00, or equivalent self-insurance, to protect the other party, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts of that party.
7. Each party shall maintain in full force and effect workers' compensation insurance for itself and for any agents, employees, and staff that it may employ.
8. Each party agrees to comply with all federal, state, city, and local laws, rules and regulations.
9. This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Agreement, are valid or binding. This Agreement may not be enlarged, altered modified or amended except upon agreement of the parties hereto.
10. This Agreement shall be governed by and interpreted under the laws of the State of Idaho. Venue for any dispute arising under this Agreement shall be in Kootenai County, Idaho.
11. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

**KOOTENAI COUNTY  
CLERK OF THE DISTRICT COURT**

\_\_\_\_\_  
Dan English, Clerk

**KOOTENAI COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Rick Currie, Chairman

**ATTEST:  
DANIEL J. ENGLISH, CLERK**

By: \_\_\_\_\_  
Deputy Clerk

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk