

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
Dan English, Clerk

KOOTENAI COUNTY
BOARD OF COMMISSIONERS

Rick Currie
Rick Currie, Chairman
Elmer R.

ATTEST:
DANIEL J. ENGLISH, CLERK

By:

Deputy Clerk



CITY OF COEUR D'ALENE

Sandi Bloem
Mayor

ATTEST:

Susan K. Weather
City Clerk