

THIS ELECTION SERVICES AGREEMENT entered into this ____ day of _____, 20____.

BETWEEN:

County of Vermilion River
(Name of Municipality)
Being a municipal corporation incorporated pursuant to the provisions of the **Municipal Government Act**, R.S.A. 2000, c.M-26 ("Municipality")

AND:

East Central Alberta Catholic SSRD#16
(Name of School Jurisdiction)
Being a School Division established pursuant to the provision of the *School Act*, R.S.A. 2000, c.S-3 ("School Division")

ELECTION SERVICES AGREEMENT

WHEREAS Ward No 5 Including all the lands included in the Vermilion Roman Catholic Separate School District No.97 of the School Division are located within the boundaries of the Municipality ("Wards");

AND WHEREAS Section 3 of the **Local Authorities Election Act**, R.S.A. 2000 Chapter L-21, as amended ("**Act**"), authorizes elected authorities to enter into an agreement for the conduct of a joint election;

AND WHEREAS the School Division seeks the services of the Municipality for the purpose of handling the election for the Wards, as outlined in the attached Schedule "A" ("Election Services");

AND WHEREAS the Municipality agrees to provide such Election Services to the School Division with respect to the Wards pursuant to the terms of this Agreement;

AND WHEREAS the parties wish to enter into this Agreement;

AND WHEREAS Part V of the **Act** provides for the resolution of a controverted election and in particular section 137 of the **Act**, which provides for the adjudication as to whether an election was invalid;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and other good and valuable consideration herein contained, the parties hereto agree as follows:

1. **Fees**

- 1.1. The parties agree that the School Division will pay a reasonable amount mutually agreed upon (as set out in Schedule B – Fees) as compensation to the Municipality for providing the Election Services.
- 1.2. In the event the Municipality is not required to hold an election; the School Division will pay the reasonable costs of the election incurred by the Municipality as agreed between the parties and as set out in Schedule B – Fees.
- 1.3. In the event the School Division is not required to hold an election for any Ward, the parties are relieved of all obligations under this Agreement as it pertains to that Ward.

2. **Municipality's Responsibilities**

- 2.1. Subject to section 3 of this Agreement, the Municipality is responsible for conducting the election and ensuring compliance with the procedures under the **Act** for holding the election.
- 2.2. The Municipality shall appoint a Returning Officer for the purposes of providing the Election Services to the School Division ("Returning Officer").
- 2.3. The Municipality shall, under the direction and control of its Returning Officer:
 - a) provide the Election Services as set out in Schedule "A" of this Agreement to the School Division for the election relating to the Wards for the purpose of ensuing compliance with the **Act**,
 - b) perform the Election Services in accordance with all relevant legislation, particularly the **Act**, and any regulations passed thereunder, as well as the relevant bylaws, policies and standards in relation to the Election Services, and
 - c) issue an invoice to the School Division for the Fees within 30 days of the election.

3. **School Division's Responsibilities**

- 3.1. The School Division shall appoint their own Returning Officer for the School Division for the internal administration of the election of the following:
 - a) give notice of nomination for school trustees in relation to the Wards,
 - b) receive trustee nominations at the School Division office,

- c) give notice of the election in relation to the Wards,
- d) provide all required advertising for the election as it pertains to the Wards,
- e) provide suitably labeled election ballot boxes to the Municipality;
- f) provide the Municipality with a sufficient number of ballots in the prescribed form for the election as it pertains to the Wards,
- g) pick up the sealed trustee ballot boxes and ballot accounts from the voting stations after the close of the voting stations on the election day,
- h) declare the result of the election for the School Division, and
- i) retain and subsequently destroy the trustee ballot boxes in relation to the Wards,

all in accordance with the **School Act**, R.S.A. 2000, c.S-3 and the **Act** and any regulations passed thereunder.

4. **Termination**

- 4.1. Either party may terminate this Agreement at any time and for any reason upon providing the other party with a minimum of one hundred and twenty (120) days' advance written notice.

5. **Controverted Election Dispute Resolution**

- 5.1. The parties agree to the following controverted election dispute resolution process:
 - 5.1.1. In the event of a controverted school board trustee election application pursuant to Part 5 the **Act** ("Action"), the School Division shall represent and defend both parties to this Agreement, at its cost.
 - 5.1.2. Within thirty (30) days of the expiry of the appeal period for the Action, as contemplated by section 146 of the **Act** (unless the parties mutually agree to an earlier date), the parties shall meet to agree in writing as to responsibility and remedy as follows:
 - i. fault as between the School Division and the Municipality, if any, in relation to the allegation(s) of the applicant(s) of the Action;
 - ii. the apportionment and contribution for any costs for the holding of a new election(s);
 - iii. the apportionment and contribution for the defence costs (legal fees, disbursements, and other costs incurred and/or paid by the School Division and/or its insurer) in defending the Action; and

iv. the apportionment and contribution for any taxable costs awarded by the Court in the Action to the applicant(s).

5.1.3. If the parties are not able to come to a mutually satisfactory agreement pursuant to Article 5.1.2, either party may give notice to the other of its desire to have the issues set out in Article 5.1.2 arbitrated in accordance with the provisions of the *Arbitration Act*, RSA 2000 c.A-43 or any successor legislation and this Agreement.

5.1.4. In the notice to arbitrate, the party shall also propose an arbitrator.

5.1.5. The party receiving the notice to arbitrate shall, within ten (10) days, accept or reject the proposed arbitrator, and in the latter event, shall propose an alternate arbitrator.

5.1.6. If the parties cannot mutually agree to an arbitrator, within fourteen (14) days of the notice to arbitrate, either party may apply to have an arbitrator appointed pursuant to the *Arbitration Act*, RSA 2000 c.A-43.

5.1.7. The parties agree to equally bear the cost of the Arbitrator until final determination on costs by the Arbitrator.

6. **Miscellaneous**

6.1. The Municipality is an independent contractor and shall not be deemed to be a servant, employee, or agent of the School Division.

6.2. The terms contained within this Agreement, including any recital and any Schedules attached hereto, shall constitute the entire agreement between the parties. More specifically, the Recitals and Schedules are expressly incorporated into and form part of this Agreement. Words within this Agreement importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference. Any term or provision of this Agreement which is found to be invalid or unenforceable shall be severed from the balance of the document, and shall not affect the enforceability of the remainder of this Agreement.

6.3. All notices and other communications that are required or permitted by this Agreement must be in writing and shall be hand delivered, sent by express delivery service, or by facsimile transmission to the parties at the addresses indicated below.

(a) To the Municipality:

P.O. Box
Town, Alberta
Postal Code

Via Fax:

Phone:

Attention: _____, CAO

(b) To the School Division:

Add Name

Add Address

Via Fax:

Phone:

Attention: _____ Secretary Treasurer

or to such other address as each party may from time to time direct in writing.

Any such notice shall be deemed to have been received on the date reflected in the proof of delivery (i.e. written indication from courier or facsimile confirmation sheet).

- 6.4. This Agreement is not assignable, either in whole or in part, without the assigning party having obtained the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 6.5. Any term or condition of this Agreement may be amended or added by exchange of letters signifying mutual agreement between the parties to amend or add such term and condition and all other terms and conditions of this Agreement shall remain unchanged.
- 6.6. This Agreement shall be governed by the laws of the Province of Alberta.
- 6.7. This agreement shall enure to the benefit of and be binding upon the Parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf as of the day and year first above written.

MUNICIPALITY

SCHOOL DIVISION

Per: _____ Per: _____

Per: _____ Per: _____

Schedule "A"**"Election Services"**

1. The Municipality shall provide election training sessions in a timely fashion to individuals working at the voting stations in the Municipality prior to the election date.
2. The Municipality shall provide all necessary election officials to conduct the election in accordance with the ***Local Authorities Election Act***, R.S.A. 2000 Chapter L-21, as amended and any regulations passed thereunder including:
 - a) completing the voter requests;
 - b) distributing ballots;
 - c) signing the ballots;
 - d) counting the votes; and
 - e) sealing the ballots and the ballot boxes after completion of the vote counting and the ballot account.
3. The Municipality shall set up the following voting stations in the Municipality for the election ("Voting Stations"):

a) List of the Voting Stations relating to specific School Division Wards

4. The Municipality shall ensure that the Voting Stations comply with the requirements of all applicable legislation, particularly the ***Local Authorities Election Act***, R.S.A. 2000, L-21, as amended, and any regulations passed thereunder. The Municipality shall also ensure that the Voting Stations are:
 - a. furnished with one or more voting compartments arranged and that voting instructions are posted in each voting compartment;
 - b. supplied with separate ballot boxes for the election;
 - c. supplied with all necessary election materials including the distribution of a sufficient number of ballots for the election as provided by the School Division;
 - d. open from 10 a.m. until 8 p.m. on the election date; and

- e. such other requirements as may be set out in the ***Local Authorities Election Act***, R.S.A. 2000, L-21, as amended and regulations enacted thereunder.
- 5. The Municipality shall ensure that all ballots for the election conform to the ***Local Authorities Election Act*** and are issued, collected, examined, counted and recorded in accordance with the ***Local Authorities Election Act***, R.S.A. 2000, L-21, as amended, and any regulations passed thereunder.
- 6. The Municipality shall report the ballot counts for the trustees pertaining to the Wards to the School Division on election day.
- 7. The Municipality shall release the sealed school board trustee ballot boxes to the School Division after the completion of the election.

Schedule "B"

"Fees"