

ELECTION COST SHARING AGREEMENT

THIS AGREEMENT MADE THE _____ DAY OF _____, 2022.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN

7030 Trans-Canada Highway
Duncan, BC V9L 6A1

("North Cowichan")

AND

COWICHAN VALLEY REGIONAL DISTRICT

175 Ingram Street
Duncan, BC
V9L 1N8

("CVRD")

WHEREAS Section 57(2) of the *Local Government Act* authorizes the sharing of election costs under an agreement by which one party conducts the election of the other party;

AND WHEREAS in the fall of 2022, electors will participate in CVRD Assent Voting and choose a Mayor and Council for North Cowichan during the general local elections;

AND WHEREAS the CVRD and North Cowichan wish to work cooperatively together in the conduct of the elections;

NOW THEREFORE the parties, for good and valuable consideration, agree as follows:

1. General

- (a) The CVRD intends to conduct and be responsible for a region wide assent voting opportunity with general voting day for this assent voting to be the general voting day for 2022 general local election for regional district and municipal officials and the CVRD anticipates one question for this assent voting opportunity (the "**Assent Voting**").
- (b) North Cowichan will, for and on behalf of the CVRD, conduct all of the Assent Voting proceedings for those assent voting electors who are also qualified to vote for North Cowichan Mayor and Council, including as set out in this Agreement but excluding any proceedings that are expressly excluded by this Agreement.
- (c) Each party will appoint its own Chief Election Officer and Deputy Chief Election Officer. In this Agreement, reference to the CVRD or North Cowichan also refers to each party's Chief Election Officer or Deputy Chief Election Officer as the context requires.
- (d) North Cowichan's election procedures will apply to those parts of the Assent Voting that North Cowichan conducts on behalf of the CVRD.

2. Before Close of Nominations

- (a) The list of electors used by North Cowichan for its election proceedings will be the list of the electors for the CVRD's Assent Voting proceedings to be conducted by North Cowichan.
- (b) North Cowichan will, wherever reasonably possible, combine the advertising required for the North Cowichan general local election and the Assent Voting into single advertisements.

3. After Close of Nominations

- (a) North Cowichan will be responsible for:
 - (i) declaring that an election by voting or an election is to be held or declaring the candidates elected by acclamation, as the case may be; and
 - (ii) publishing notice of Assent Voting in consultation with the CVRD, and notice of election by voting, if required.

4. Arrangements for Voting

- (a) North Cowichan will make arrangements for advance voting opportunities for Assent Voting on October 5, 2022 and October 10, 2022 and will conduct those voting proceedings on behalf of the CVRD.
- (b) North Cowichan will make arrangements for general voting day and will conduct those Assent Voting proceedings on behalf of the CVRD.
- (c) North Cowichan will choose the voting places for general voting day for the CVRD's Assent Voting which shall be within the boundaries of North Cowichan.
- (d) North Cowichan will make arrangements to conduct Assent Voting proceedings on behalf of the CVRD if special voting opportunities are established by North Cowichan's Chief Election Officer within North Cowichan's jurisdictional boundaries.
- (e) North Cowichan will make arrangements for and conduct mail ballot voting for Assent Voting proceedings on behalf of the CVRD within North Cowichan's jurisdictional boundaries.
- (f) In the event of an acclamation of Mayor and Council, North Cowichan will conduct the election proceedings for CVRD Assent Voting within North Cowichan's jurisdictional boundaries.
- (g) For clarity, the Presiding Election Officials, Alternate Presiding Election Officials and Election Officials appointed by North Cowichan are also appointed by the CVRD in the same capacity and will conduct all of the Assent Voting election proceedings at each voting place on behalf of the CVRD.
- (h) In the event a Presiding Election Official or Alternate Presiding Election Official requires a ruling from the Chief Election Officer relating to the conduct of the Assent Voting, the CVRD's Regional Voting Officer will provide that ruling,

provided that the CVRD and North Cowichan Chief Election Officers consult with each other prior to issuing such rulings, whenever reasonably possible.

- (i) North Cowichan will use automated vote counting machines at all advance voting opportunities and at each voting place on general voting day.
- (j) The CVRD will provide North Cowichan with the wording for the question for the ballot and will approve of the ballots prior to printing. North Cowichan will print the ballots for Assent Voting.
- (k) North Cowichan will prepare and publish the advertising required for voting day and the CVRD will offer advice and assistance. North Cowichan and the CVRD will coordinate such advertising to the extent it is advisable to do so.

5. After Voting Concludes

- (a) North Cowichan is responsible for counting the votes cast for CVRD Assent Voting and for preparing a ballot account for each place where ballots are counted in the form provided by the CVRD.
- (b) North Cowichan will provide a copy of each ballot account and report summary to the CVRD's Regional Voting Officer as soon as possible after it is prepared.
- (c) North Cowichan will package the ballot accounts and report summary and deliver them to the CVRD's Regional Voting Officer no later than Monday, October 17, 2022, following general voting day.
- (d) North Cowichan's Chief Election Officer may announce the preliminary results of the Assent Voting and the CVRD's Regional Voting Officer will make the official determination and declaration of the results of the Assent Voting.
- (e) The CVRD's Chief Election Officer will be responsible for all proceedings related to a preliminary recount, a judicial recount, and determination of results if there is a tie vote and all court proceedings relating to CVRD Assent Voting.

6. Share of Costs

- (a) Where North Cowichan conducts the North Cowichan municipal election, the School District 79 election, and the CVRD Assent Voting, the CVRD will pay North Cowichan one-third (1/3) of the following costs:
 - (i) rental of vote tabulating units including technical support;
 - (ii) printing ballots;
 - (iii) mailing ballots;
 - (iv) total labour costs for advance voting and general voting day opportunities;
 - (v) advertising; and
 - (vi) election supplies, including printed material and stationary supplies.
- (b) Where North Cowichan is conducting the Assent Voting in accordance with section 4 (f), the CVRD will pay North Cowichan 100% of the above costs, less any equitable share attributable to School District 79.

- (c) In the event of an acclamation of School Trustee, the CVRD will pay on-half (1/2) of the costs identified under section 6 (a).
- (d) The CVRD will pay North Cowichan any legal costs which can be attributed to the Assent Voting and will pay North Cowichan these costs within 30 days of receipt of the invoice.
- (e) North Cowichan will supply the CVRD with an invoice for costs under paragraphs (a), (b), (c), and (d) above, by December 16, 2022, and the CVRD will reimburse North Cowichan for these costs within 30 days of receipt of the invoice.
- (f) North Cowichan may supply the CVRD with further invoices for any costs not previously invoiced under paragraphs (a), (b), (c), and (d) above, or any costs incurred after December 16, 2022, and the CVRD will reimburse North Cowichan for these costs within 30 days of receipt of the invoice.

7. Indemnity and Legal Expenses

- (a) The CVRD will:
 - (i) indemnify and hold harmless North Cowichan and its respective agents, officers, employees and elected officials from and against any and all claims, losses or damages of whatever nature North Cowichan may sustain or suffer directly or indirectly from this Agreement; and
 - (ii) reimburse North Cowichan for any and all expenses, losses, liabilities, and claims of any kind including any legal fees and costs incurred by North Cowichan arising directly or indirectly out of this Agreement.
- (b) This section will survive the expiry or termination of this Agreement.

Dated _____, 2022

On behalf of the Cowichan Valley
Regional District

On Behalf of the Corporation of the
District of Cowichan

Kathleen Harrison,
Deputy Corporate Officer

Al Siebring, Mayor

Michelle Martineau, Corporate Officer