

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

(the "Municipality")

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY)

2557 Beverly Street

Duncan, BC V9L 2X3

(the "School District")

WHEREAS Section 37 (1) of the *School Act* requires that the School District conduct~~if a trustee electoral elections for the School District, as the School District is comprised of a single trustee electoral area that encompasses the entire School District and includes more than one area is all or part of a single~~ municipality,~~the municipal council must conduct the trustee elections in the trustee electoral area;~~

AND WHEREAS pursuant to section 38(4) of the *School Act* and section 57 of the *Local Government Act*, the School District boundary encompasses and the Municipality of North Cowichan may enter into an agreement, under which the Municipality conducts, for the School District, some of the School District's election proceedings, in accordance with the terms of the agreement;

AND 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 the School District has adopted "School District No. 79 (Cowichan Valley) Trustee Election Bylaw No. 22-031-2018," which authorizes its Secretary-Treasurer to enter into agreements with local governments to conduct all or part of a school trustee election;

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

1. The Municipality ~~agrees will conduct to undertake~~ the following election proceedings~~services~~ for the School District for the 2022 school trustee election only for those electors who are qualified to vote for Mayor and Council:
 - (a) conduct the 2022 general local election, including mail ballot voting and the use of voting machines, at all voting places, and advance and special voting opportunities in the Municipality as established by the Municipality's Chief Election Officer for the Municipality;
 - (b) prepare and produce all election materials required for the administration of voting places and voting opportunities in the Municipality, including a composite ballot for the offices to be filled and any referenda or opinion questions;

~~(b)~~(c) prepare the portion of the School District's register of resident electors for electors who are eligible to vote for the Municipality's Mayor and Council and provide a digital copy of that portion of the register to the School District's Chief Election Officer no later than close of business on the Thursday, August 25, 2022;

~~(e)~~(d) provide the School District's Chief Election Officer with preliminary school trustee ballot accounts after completion of the count on October 15, 2022;

~~(d)~~(e) provide the School District's Chief Election Officer with access to all records created by the Municipality for the school trustee election; and

~~(e)~~(f) provide access according to law, to specified records created by the Municipality for the administration of the school trustee election.

2. In the event of an acclamation of Mayor and Council, North Cowichan will conduct the election proceedings for the 2022 school trustee election within the Municipality's jurisdictional boundaries.

2.3. The School District ~~agrees to~~ will:

- (a) appoint its Chief Election Officer to, among other duties,
 - (i) prepare, distribute and receive school trustee candidate nomination documents;
 - (ii) prepare and publish all statutory notices related to the school trustee election; and
 - (iii) fulfil all legislative requirements after the close of general voting;
- (b) ~~provide the Municipality's Chief Election Officer by no later than August 30, 2022, with ten copies of maps outlining the School District's boundaries, and ten copies of the Register of Resident Electors for each electoral area and municipality (excluding North Cowichan) within the School District boundary that is subject to the school trustee election;~~
- (c) provide, at no cost to the Municipality, exclusive use of the following schools between 6:00 p.m. and 11:59 p.m. on Friday, October 14, 2022 to set up for general voting and approximately 6:~~45-30~~ a.m. and ~~midnight~~ 11:59 p.m. on Saturday, October 15, 2022, to conduct the 2022 general local election:
 - (i) Crofton Elementary School
 - (ii) Maple Bay Elementary School
 - (iii) Ecole Mount Prevost School
 - (iv) Quamichan School;
- (d) provide the Municipality's Chief Election Officer with a list of emergency telephone numbers for the School District's Chief Election Officer and each person responsible for opening and closing the schools listed in (c), above, by no later than October ~~15~~13, 2022;
- (e) pay to the Municipality the following costs for the conduct of the 2022 school trustee election:
 - (i) 1/3 costs of rental of vote tabulating units including technical support;
 - ~~(ii)~~ (ii) 1/3 costs of ballots;
 - ~~(iii)~~ (iii) 1/3 costs of mailing ballots;
 - ~~(iv)~~ (iv) 1/3 total labour costs for advance voting and general voting day opportunities;
 - ~~(v)~~ (v) 1/3 costs of election supplies including printed material and stationary supplies; and

~~(v)~~(vi) any legal costs which can be specifically attributed to the school trustee election.

- (f) allow the Municipality's Chief Election Officer to:
- (i) retain all voted and unvoted composite ballots, ballot stubs, voting books, Lists of Registered Electors, elector registration forms, solemn declarations, and all other material related to the Municipality's and the School District's 2022 general local election, and
 - (ii) after consultation with the School District's Chief Election Officer, dispose of the materials as required by the law.

~~3.4.~~ Where the Municipality is conducting the 2022 school trustee election, in accordance with section 2, the School District will pay the Municipality one-half (1/2) of the costs identified under section 3 (c)

~~4.5.~~ The Municipality will supply the School District with an invoice for the costs for the items listed in (e), above, by December 16, 2022, and the School District will reimburse the Municipality for these costs within 30 days of receipt of an invoice. The Municipality may supply the School District with further invoices for any costs not previously invoiced under section 2(e), above, or any costs incurred after December 16, 2022, and the School Board will reimburse the Municipality for these costs within 30 days of receipt of the invoice.

~~5.6.~~ The School District ~~hereby agrees to~~ will:

- (a) indemnify and hold harmless the Municipality and its respective agents, officers, employees and elected officials from and against any and all claims, losses or damages of whatever nature the ~~School District~~ Municipality may sustain or suffer arising directly or indirectly from this Agreement, and
- ~~(a)(b)~~ reimburse the Municipality for any and all expenses, losses, liabilities, and claims of any kind including all legal fees and costs incurred by the Municipality arising directly or indirectly out of this Agreement.

This ~~clause~~ section 6 will ~~must~~ survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first written above.

The Corporation of the District of North Cowichan

Al Siebring, Mayor

Michelle Martineau, Corporate Officer

The Board of Education of School District No. 79 (Cowichan Valley)

Jason Sandquist, Secretary-Treasurer