

THIS AGREEMENT entered into this ____ day of _____, 2025.

BETWEEN:

FOOTHILLS COUNTY

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

AND:

VILLAGE OF LONGVIEW

Being a municipal corporation incorporated pursuant to the Provisions of the ***Municipal Government Act***, R.S.A. 2000, Chapter M-26.
(the "Village")

ELECTION SERVICES AGREEMENT

WHEREAS the General Election will be held on October 20, 2025 (the "Election");

AND WHEREAS the Election is located within the boundaries of the Village of Longview;

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

AND WHEREAS the Village requires the services of the County for the purpose of handling the Municipal election on October 20, 2025, as outlined in the attached Schedule "A" (the "Election Services");

AND WHEREAS the County agrees to provide such Election services to the Village pursuant to the terms of this Agreement;

NOW THEREFORE the parties hereto agree as follows:

1. Preamble and Schedules

1.1 The Parties hereby confirm and ratify the matters contained and referred to in the preamble to this Agreement and agree that the same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

- (a) Schedule "A" - Election Service

2. Fees

2.1 The parties agree that the Village will pay the County 50% of the actual costs of the Election as it pertains to the costs of staffing and facility rentals. If, in the case, the County is not required to hold an election in that area, the Village will pay 100% of the actual costs of the Election as it pertains to the costs of staffing and facility rentals only.

3. The County's Responsibilities

3.1 The County shall:

- (a) provide the Election Services as set out in Schedule "A" to the Village for the Election;
- (b) perform the Election Services in accordance with the Local Authorities Election Act, R.S.A. 2000, c. L-21, any regulations passed thereunder, as well as the County bylaws,

- polices and standards in relation to the Election Services;
- (c) appoint a Returning Officer for the purposes of providing the Election Services to the Village (the "Returning Officer"); and
- (d) issue an invoice to the Village for the Fees within 30 days of the Election.

4. The Village's Responsibilities

4.1 The Village shall:

- (a) provide the County with a sufficient number of ballots for the Election as it pertains to the Candidates;
 - (b) appoint the Returning Officer as being the returning officer for the purpose of being responsible for providing the Election Services to the Village;
 - (c) give notice of nomination for candidates in relation to the Village;
 - (d) receive candidate nominations at the local Village of Longview Office;
 - (e) give notice of the Election in relation to the Village;
 - (f) provide all required advertising including website updates of the Election as it pertains to the Village;
 - (g) pick up the sealed ballot boxes and ballot accounts from the County office after the close of the voting stations on Election day;
 - (h) declare the result of the Election for the Village; and
 - (i) retain and subsequently destroy the trustee ballot boxes in relation to the Village;
- all in accordance with the Local Authorities Election Act, R.S.A. 2000, Chapter L-21 and any regulations passed thereunder.

4.2 The Village shall pay the fees to the County within thirty (30) days of receipt of the County's invoice. Any amount not paid within thirty (30) days shall incur interest at the rate established in the County's Master Rates Bylaw.

5. Termination

- 5.1 Subject to the earlier termination in accordance with the provisions of this Agreement, this Agreement shall terminate upon the successful completion of the October 20, 2025 Election.
- 5.2 Either party may terminate this Agreement at any time and for any reason upon providing the other party with 30 days advance written notice of its intention to terminate this Agreement.
- 5.3 Upon termination of this Agreement as set forth in Paragraphs 5.1 or 5.2, neither party shall have any further claims against, or be entitled to any further remuneration or compensation from, the terminating party.

6. Controverted Election Dispute Resolution

6.1 The parties agree to the following controverted election dispute resolution process:

- (a) In the event of a controverted election application pursuant to Part 5 of the Act, the Village shall represent and defend both parties to this Agreement, at its cost.
- (b) 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 Village 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 defense costs (legal fees, disbursements, and other costs incurred and/or paid by the Village 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).

7. Miscellaneous

7.1 The County is an independent contractor and shall not be deemed to be a servant, employee, or agent of the Village.

7.2 The terms contained within this Agreement, including any recital and any Schedules attached hereto, shall constitute the entire agreement between the parties. 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.

7.3 Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or three (3) days after the same has been mailed in a prepaid envelope by double registered mail to:

(a) To the County:

309 Macleod Trail
Box 5605
High River, AB T1V 1M7
Via Fax: 403-652-7880
Phone: 403-652-2341
Attention: Ryan Payne, CAO

(b) To the Village of Longview:

Box 147
Longview, AB T0L 1H0
Via Fax: 403-558-3743
Phone: 403-558-3922

Attention: Roy Tutschek, CAO

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

7.4 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.

7.5 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.

7.6 If either party shall be prevented or delayed from performing any of its obligations hereunder by reason of any act of God or nature, the King's enemies, strike, threat of imminent strike, lock-out, fire, flood, war, insurrection or mob violence, requirement or regulation of government (including complete or partial road ban) or any disabling cause beyond the control of such party or which cannot be overcome by the means normally employed in the performance of such obligations, then, and in such event, failure to perform shall not be deemed a breach of this Agreement but performance of the aforesaid obligations of the parties hereto under this Agreement shall be suspended during such period.

7.7 This Agreement shall be governed by the laws of the Province of Alberta.

7.8 This agreement shall ensure 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.

FOOTHILLS COUNTY

THE VILLAGE OF LONGVIEW

Per: _____

Per: _____

Per: _____

Per: _____

Schedule “A”

“Election Services”

1. The County shall provide Election training sessions to individuals working at the voting stations in the County prior to October 20, 2025.
2. The County shall provide all necessary Election officials to conduct the Election in accordance with the Local Authorities Election Act, R.S.A. 2000, L-21, as amended, and any regulations passed thereunder.
3. The County shall, in conjunction with the Village of Longview administration, set up the voting stations in the Village of Longview for the Election (the “Voting Stations”).
4. The County shall ensure that the Voting Stations comply with the requirements of the Local Authorities Election Act, R.S.A. 2000, L-21, as amended, and any regulations passed thereunder. In particular, the County shall 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 ballot boxes;
 - c. Supplied with all necessary Election materials including a sufficient number of ballots for the Village Election as provided by the Village in accordance with Part 4 of this Agreement;
 - d. Open from 10 a.m. until 8 p.m. on October 20, 2025; 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 County shall ensure that all ballots for the Village Election 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 County shall report the ballot counts to the Village on Election day.
7. The County shall release the sealed Village ballot boxes to the Village after the completion of the Election.