

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:

FOOTHILLS SCHOOL DIVISION

Being a School Division established pursuant to the laws of the Province of Alberta
(the "School Division")

ELECTION SERVICES AGREEMENT

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

AND WHEREAS Ward No's 1, 2 and 3 of the School Division are located within the boundaries of the County (the "Wards");

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 School Division requires the Services of the County for the purpose of handling the School Division election on October 20, 2025 for the Wards, as outlined in the attached Schedule "A" (the "Election Services");

AND WHEREAS the County agrees to provide such Election Services to the School Division with respect to the Wards 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 Services

2. Fees

2.1 Subject to Paragraphs 2.2 and 2.3, the parties agree that the School Division will pay the County 50% of the actual costs of the Election as it pertains to the Wards upon being presented with an invoice by the County with supporting documentation evidencing the actual costs of staffing, Election supplies, facility rentals and all other costs relating to the Election as it pertains to the Wards.

- 2.2** In the event that the County is not required to hold an Election, the School Division will pay the entire actual costs of the Election upon being presented with an invoice by the County with supporting documentation evidencing the actual costs of staffing, Election supplies, facility rentals and all other costs relating to the Election.
- 2.3** In the event that the School Division is not required to hold an Election for any Ward then the parties are relieved of all obligations under this Agreement as it pertains to that Ward. The School Division shall notify the County in writing no later than 1:00 p.m. on September 22, 2025 if it is not required to hold an Election in any of the Wards.

3. County's Responsibilities

- 3.1** The County shall:
- (a) Provide the Election Services as set out in Schedule "A" to the School Division for the Election relating to the Wards,
 - (b) Perform the Election Services in accordance with **Local Authorities Election Act**, R.S.A. 2000, c. L-21, any regulations passed thereunder, as well as the County Bylaws, policies and standards in relation to the Election Services.
 - (c) Appoint a Returning Officer for the purposes of providing the Election Services to the School Division (the "Returning Officer"), and
 - (d) Issue an invoice to the School Division for the Fees within 30 days of the Election.

4. School Division Obligations

- 4.1** The School Division shall:
- a) Provide the County with a sufficient number of ballots for the Election as it pertains to the Wards;
 - b) Appoint the Returning Officer as being the returning officer for the purpose of being responsible for providing the Election Services in relation to the Wards;
 - c) Give notice of nomination for school trustees in relation to the Wards;
 - d) Receive trustee nominations at the local Ward office;
 - e) Give notice of the Election in relation to the Wards;
 - f) Provide all required advertising of the Election as it pertains to the Wards;
 - g) Pick up the sealed trustee 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 School Division; and
- i) Retain and subsequently destroy the trustee ballot boxes in relation to the Wards;

All in accordance with the **Local Authorities Election Act**, R.S.A. 2000, Chapter L-21 and any regulations passed thereunder.

- 4.2 The School Division 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 Fee Schedule 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 notices 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. **Liability and Indemnity**

- 6.1 The parties agree that Election Services provided under this Agreement by the County are solely at the request of and for the benefit of the School Division. Accordingly, the parties agree that all risk and liability, of whatever nature and kind, arising directly or indirectly out of the provision of the Election Services by the County to the School Division shall be borne by the School Division including but not limited to any risk and liability relating directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election, and any and all manner of legal proceedings brought pursuant to the **Local Authorities Election Act**, R.S.A. 2000 Chapter L-21, other statute or the common law, including but not limited to any costs incurred by the County or the School Division or awarded against the County or School division as result of legal proceedings brought pursuant to the **Local Authorities Election Act**, R.S.A. 2000 Chapter L-21, other statute or common law, including the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the County and the School Division) and the cost of holding a new election.
- 6.2 The School Division agrees that neither the Returning Officer nor the County or any of its elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers or agents or anyone else engaged by or on behalf of the County in the delivery or performance of Election Services under the Agreement shall be liable for the manner in which the Election Services were provided including, but not

limited to, negligence in the provision of the Election Services or failure to adhere to the provisions of the **Local Authorities Election Act**, R.S.A. 2000 Chapter L-21. The School Division hereby releases the Returning Officer, the County, its elected officials, officials, officers, employees, volunteers, representatives, contractors insurers and agents and anyone else engaged by or on behalf of the County in the delivery of or performance of Election Services under this Agreement from any and all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon the provision of, the manner of provision of, or any failure to provide Election Services under or attributable to this Agreement including negligence in providing Election Services under this Agreement or failure to adhere to the provisions of the **Local Authorities Election Act**, R.S.A. 2000 Chapter L-21, including but not limited to any claims, demands, loss, costs, damages, actions, suits or other proceedings whatsoever relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any and all manner of legal proceedings brought pursuant to the **Local Authorities Election Act**, R.S.A. 2000 Chapter L-21, other statute or common law, including but not limited to the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the County and the School Division) and the cost of holding a new election.

- 6.3** The School Division agrees to indemnify and save harmless the Returning Officer, the County, its elected official, officials, officers, employees, volunteers, representatives, contractors, insurers or agents and anyone else engaged by or on behalf of the County in the performance of Election Services under this Agreement from and against all claims, demands, loss, costs (including legal costs on a solicitor and his own client basis incurred by or awarded against the County), damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to this Agreement or any action taken or not done, including any negligent action, under this Agreement or failure to adhere to the provisions of the **Local Authorities Election Act**, R.S.A. 2000 Chapter L-21, or any loss, cost, or damage resulting from the provision of Election Services under this Agreement including but not limited to any matters relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any manner of legal proceedings brought pursuant to the **Local Authorities Election Act**, R.S.A. 2000 Chapter L-21, other statute or common law, including but not limited to the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the County and the School Division) and the costs of holding a new election.
- 6.4** The School Division shall have the obligation to defend with all due diligence, at its sole cost, all claims, demands, loss, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to this Agreement or any action taken or not done under this Agreement arising from the provision of Election Services by the County under this Agreement including but not limited to any matters relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any and

all manner of legal proceedings brought pursuant to the **Local Authorities Election Act**, R.S.A. 2000 Chapter L-21, other statute or common law (collectively referred to as the "Claim").

- 6.5** If any Claim is threatened, asserted, suggested, filed brought or commenced against the County, the Returning Officer or any of the County's elected officials, officers, employees, volunteers, representatives, contractors, insurers, agents or anyone else engaged by or on behalf of the County (the "County Group") in the performance of Election Services under this Agreement relating to any of the matters for which the County Group is indemnified hereunder, the County shall notify the School division in writing thereof, and the School Division shall promptly assume the legal representation and defence thereof, including the employment of legal counsel acceptable to the County to represent the interest of the County Group in any such Court proceedings including any appeals, arbitration, and in the negotiation of any settlement, whether such negotiation is direct, facilitated or occurs through mediation. Any failure of the County to notify the School Division of such Claim shall not impair or reduce the obligations of the School Division hereunder. The County Group shall have the right, at the sole expense of the School Division (which expense shall be included in the indemnified claims), to employ separate legal counsel in connection with any Claim and to participate independently in the defence thereof. If the School division fails to discharge or undertake to defend the County Group against any Claim, the County Group, at its sole option and election, may defend or settle such Claim at the sole expense of the School Division. In the event that the School Division fails to discharge or undertake to defend any Claim, the liability of the School Division to the County Group hereunder shall be conclusively established by any settlement entered into by the County Group in good faith, such good faith shall be conclusively established if the settlement is made on the advice of independent legal counsel for the County Group. The amount of the Claims for which the County Group is entitled to indemnity hereunder shall include any amount paid through arbitration proceedings or settlement negotiations and full indemnity of all costs and expenses relating thereto (including legal fees on a full indemnity basis).
- 6.6** The School Division shall not, without the prior written consent of the County Group, settle or compromise any Claim or consent to the entry of any judgment (i) in which the claimant or plaintiff does not unconditionally release the County Group from all liability in respect of such claim and a dismissal of such Claim with prejudice, or (ii) that may adversely affect (as determined by the County) the County Group or obligate the County Group to pay any sum or perform any obligation.
- 6.7** The School Division shall pay to the County the amount of all Claims within ten (10) days after written notice from the County itemizing the amounts thereof incurred by the County to the date of such notice without waiting for the final determination of any such Claim. Any such amounts not paid within such ten (10) day period shall bear interest at the interest rate established in the County's Master Rates Bylaw from the date incurred until paid in full.
- 6.8** During the term of this Agreement the School division shall, at its own expense, maintain or have maintained with insurers allowed by the laws of the Province of

Alberta to issue insurance policies in Alberta and in forms satisfactory to the Count and its insurers, acting reasonably, insurance in a form satisfactory to satisfy the School Division's obligations to the County under this Agreement in an amount of not less than TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS for any one occurrence.

- 6.9** Prior to September 30, 2025, the School Division shall provide to the County documentary evidence of such insurance. Failure for any reasons of the School Division to furnish or have furnished such evidence may be considered a breach of this Agreement allowing the County, at its sole option, the right to terminate the Agreement immediately.
- 6.10** The indemnity set out in this Part shall include any claim, demand, loss, cost, damage, action or suit that is not covered by insurance or, if insured, is underinsured.
- 6.11** The Provisions of Section 6 of this Agreement are in addition to and shall not prejudice any other rights of the County at law or in equity.
- 6.12** The School Division's obligations under this part shall survive the termination of this Agreement for any reason whatsoever, and shall remain binding on the School Division until all such obligations are satisfied in full.

7. Miscellaneous

- 7.1** The County is an independent contractor and shall not be deemed to be a servant, employee, or agent of the School Division.
- 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 content 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 of 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: CAO, Ryan Payne

(b) **To the School Division:**

Box 5700
120-5th Ave West
High River, AB T1V 1M7
Via Fax: 403-652-4204
Phone: 403-652-3001
Attention: Drew Chipman

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

FOOTHILLS SCHOOL DIVISION

Per: _____

Per: _____

Per: _____

Per: _____

DRAFT

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 Chapter L-21, as amended, and any regulations passed thereunder.
3. The County shall set up the following voting stations in the Foothills County for the Election (the “Voting Stations”):
 - a. **List of voting stations relating to specific School Division Wards as needed**
4. The County shall ensure that the Voting Stations comply with the requirements of the *Local Authorities Election Act*, R.S.A. 2000 Chapter 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 separate ballot boxes for the School Division Election;
 - c. Supplied with all necessary Election materials including a sufficient number of ballots for the School Division Election as provided by the School Division 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 Chapter L-21, as amended and regulations enacted thereunder.
5. The County shall ensure that all ballots for the School Division Election are issued, collected, examined, counted and recorded in accordance with the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, as amended and any regulations passed thereunder.
6. The County shall report the ballot counts for the trustees pertaining to the Wards to the School Division on Election day.
7. The County shall release the sealed School Division Election trustee ballot boxes to the School Division after the completion of the Election.