

THIS AGREEMENT entered this 11th day of September, A.D. 2019

BETWEEN:

ST. PAUL EDUCATION REGIONAL DIVISION NO. 1
(hereinafter referred to as St. Paul Education)

OF THE FIRST PART

and

THE COUNTY OF ST. PAUL NO. 19
(hereinafter referred to as the County)

OF THE SECOND PART

WHEREAS the *Local Authorities Election Act, RSA. 2000*, and amendments thereto provides for local authorities to enter into agreements for the holding of elections; and

WHEREAS the geographic area of the County of St. Paul is included within the boundaries of St. Paul Education Regional Division No. 1; and

WHEREAS a vacancy has occurred in Ward D requiring a byelection be held.

NOW THEREFORE be it agreed that St. Paul Education and the County of St. Paul No. 19 do hereby make provision for the holding of a byelection for St. Paul Education's Ward D with each party having the following obligations:

1. **ST. PAUL EDUCATION** shall carry out the following tasks:
 - a) give notice of nomination for school trustee;
 - b) receive nominations at the local jurisdiction office;
 - c) provide the County of St. Paul No. 19 with copies of trustee nomination papers for the conduct of an election; and
 - d) declare the result of the voting for trustee as required by legislation.

2. The County of St. Paul No. 19 shall do all things required to conduct an election, including but not limited to the following:
 - a) give notice of an election in the prescribed form
 - b) provide the election officials required to conduct the election
 - c) provide the necessary training to the election officials to ensure proper fulfilment of statutory requirements
 - d) provide all the required advertising of the election
 - e) provide all election materials, ballot boxes and voting booths
 - f) designate the voting subdivisions and voting stations
 - g) provide enough ballots
 - h) provide for an advance vote
 - i) report to St. Paul Education on ballot counts for trustees on election day
 - j) ensure compliance with the procedures prescribed under the Local Authorities Election Act for the holding of elections
 - k) retain and subsequently destroy the trustee ballot boxes as legislated.
3. St. Paul Education shall pay to the County of St. Paul No. 19 the necessary expenses for all election costs directly related to the election of school trustee and incurred by the County of St. Paul No. 19 including the cost of printing the school trustee ballots.
4. The amount required to be paid by St. Paul Education shall be paid upon receipt, in writing, of such total and as to the computation thereof.
5. St. Paul Education agrees to indemnify and save harmless the County of St. Paul, its elected officials, officials, officer, employees, volunteers, representatives, contractors, insurers and agents, and anyone else engaged by or on behalf of the County of St. Paul for the purposes of the election, including without limitation the Returning Officer, from any and all claims, demands, loss, costs (including legal costs on a solicitor and his own client basis incurred or awarded against the County of St. Paul), damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the conduct of the election of school trustees, including but not limited to any matters relating to, directly or indirectly, a judicial recount, ballot inspection, controverted election, invalid election and any manner of proceedings brought pursuant to the *Local Authorities Election Act*, R.S.A. 2000, c. L-21, including but not limited to the costs of procuring election materials, legal costs on a solicitor and his own client basis incurred or awarded against the County of St. Paul, and the costs of holding a new election, excepting that St. Paul Education shall not be liable under this indemnity for any claims, demands, loss, costs, damages, actions, suits or other proceedings occasioned by any negligent act, omission or contravention of the *Local Authorities Election Act*, R.S.A. 2000, c. L-21, by the County of St. Paul, its elected officials, officials, officer, employees, volunteers, representatives, contractors, insurers and agents, the Returning Officer, and anyone else engaged by or on behalf of the County of St. Paul for the purposes of the election.

8. 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.
9. This agreement shall be governed by the laws of the Province of Alberta.
10. This agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

THIS AGREEMENT shall remain in effect until the successful completion of the 2019 Byelection for St. Paul Education Ward D.

IN WITNESS WHEREOF the parties have hereto duly executed this Agreement as of the day and year first above written.

ST. PAUL EDUCATION REGIONAL
DIVISION NO. 1

Board Chairman

Secretary-Treasurer

THE COUNTY OF ST. PAUL NO. 19

Reeve

Chief Administrative Officer