

DATE: May 10, 2018**FILE:** 4200-20**TO:** Chair and Directors
Committee of the Whole**FROM:** Russell Dyson
Chief Administrative OfficerSupported by Russell Dyson
Chief Administrative Officer**R. Dyson****RE: 2018 Election Services Agreements**

Purpose

To request the board's consideration of entering into Election Services Agreements with Islands Trust and School District No. 71 for the purpose of conducting the local trustee elections within specified areas of the Comox Valley Regional District (CVRD) in October 2018

Recommendations from the Chief Administrative Officer:

1. THAT the board approve entering into an Election Services Agreement with Islands Trust for the purpose of the Comox Valley Regional District conducting the 2018 local government election for Islands Trust local trustees on Denman Island and Hornby Island;

AND FURTHER THAT the Chair and Corporate Legislative Officer be authorized to execute the agreement.

2. THAT the board approve entering into an agreement with School District No. 71 for the purpose of the Comox Valley Regional District conducting the 2018 local government election for school district trustees in Electoral Areas 'A' (Baynes Sound – Denman/Hornby Islands), 'B' (Lazo North) and 'C' (Puntledge – Black Creek);

AND FURTHER THAT the Chair and Corporate Legislative Officer be authorized to execute the agreement.

Executive Summary

The Islands Trust and School District No. 71 have approached the CVRD to request the board's consideration of renewing Election Services Agreements for the purpose of conducting the trustee elections in October 2018. The agreements provide for the CVRD to conduct the 2018 local government election for Islands Trust local trustees on Denman Island and Hornby Island and for the election for school district trustees in Electoral Areas 'A' (Baynes Sound – Denman/Hornby Islands), 'B' (Lazo North) and 'C' (Puntledge – Black Creek) for School District No. 71.

The CVRD has conducted such elections for both the Islands Trust and School District No. 71 for a number of years. Such agreements are common throughout British Columbia to reduce costs, minimize duplicated efforts and provide for an all-in-one election process for the public.

Amongst other terms and conditions, the agreements provide for cooperative arrangements for election-related public notices and for cost-sharing of election expenses.

Prepared by:

Concurrence:

J. Martens***J. Warren***

 Jake Martens
 Manager of Legislative Services

 James Warren
 General Manager of Corporate Services
Stakeholder Distribution (Upon Agenda Publication)

School District No. 71	✓
Islands Trust	✓

Background/Current Situation

Election Services Agreements are provided for by Section 57(2) of the *Local Government Act (RSBC, 2015, c. 1) (LGA)* which authorizes municipalities and regional districts to enter into agreements with other government agencies to conduct elections on their behalf. The local trustee elections taking place in October 2018 will be held concurrent with the local government elections.

The CVRD, together with Islands Trust and School District No. 71, have prepared agreements which outline the terms and conditions for the CVRD to consider to conduct the elections on their behalf. This type of arrangement for the CVRD has been in place for a number of years and is common throughout the province.

Policy Analysis

Part three of the *Local Government Act (RSBC, 2015, c. 1)* allows for one local government to conduct the elections of another local government under an agreement.

Options

The options associated with this matter are:

1. Enter into agreements with Islands Trust and School District No. 71 to conduct the trustee elections on their behalf.
2. Do not enter into an agreements with the Islands Trust and School District No. 71 and require Islands Trust and School District No. 71 to conduct their own elections.

Financial Factors

If the CVRD enters into an agreements with the Islands Trust and School District No. 71 for the October local government elections, the agreements can establish in advance cost-sharing arrangements for election expenses, such as advertising, rental expenses, ballots, election officials, supplies, legal and administration. The draft agreements provide for 100 per cent of the election expenses attributable to the respective public authorities to be invoiced to them within two months of the election.

For the 2014 local government election, expenses reimbursed to the CVRD by Islands Trust and School District No. 71 totalled \$16,406.

Legal Factors

This report and the recommendations put forward are in accordance with *Local Government Act*, *Islands Trust Act*, and *School Act*.

Regional Growth Strategy Implications

None identified.

Intergovernmental Factors

The Islands Trust, School District No. 71 and the CVRD work together through these agreements to provide a seamless election process to the public.

Interdepartmental Involvement

The Legislative Services Department is responsible for conducting the elections and will work closely with the Communications Department to provide election information to the public.

Citizen/Public Relations

The proposed agreements are supportive of ensuring local elections are accessible and convenient for the public. As examples, advertising for all of the public authorities is combined to focus attention to one location for local government election activities. Similarly, voters from one jurisdiction will only have to attend one voting place on voting day.

Attachments: Appendix A – “Islands Trust 2018 Elections Services Agreement”
Appendix B – “School District No. 71 2018 Elections Services Agreement”

ISLANDS TRUST 2018 ELECTION SERVICES AGREEMENT

THIS AGREEMENT dated for reference _____, 2018,

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT
(the "Regional District")

AND:

THE ISLANDS TRUST COUNCIL
(the "Trust Council")

WHEREAS:

- A. The boundaries of the Regional District encompass the Denman Island Local Trust Area and Hornby Island Local Trust Area designated as such by the *Islands Trust Act*;
- B. Under the *Islands Trust Act*, for each local trust area designated by the *Islands Trust Act*, two local trustees are to be elected to represent the electors of the area;
- C. Part 3 of the *Local Government Act* contemplates an agreement under which a local government conducts an election for another local government, in accordance with the terms of the agreement, and Section 6(3) of the *Islands Trust Act* makes Part 3, as it applies in relation to electoral area directors for a regional district and their election, applicable in relation to local trustees and their election;
- D. The Regional District has adopted Comox Valley Regional District Local Election Bylaw No. 11, 2008 and amendments thereto.
- E. The Trust Council has provided, in Islands Trust Election Procedures Bylaw 2008, as amended, that the bylaws of the Regional District respecting elections may apply to the election of the local trustees; and
- F. The Trust Council and the Regional District wish to enter into this Agreement by which the Regional District agrees to conduct local trustee elections on behalf of the Trust Council, on the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the payments and promises of this Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

Conduct of Elections

- 1. The Regional District shall conduct the 2018 Denman Island and Hornby Island Local Trust Areas local trustee elections for the Trust Council in conjunction with the Regional District election for the electoral area director for Area A, on the terms and conditions of this Agreement.

Term

2. This Agreement commences on the date that it is executed and continues in force until the later of the date specified in s. 47 of the *Local Elections Campaign Financing Act* for the filing of campaign financing disclosure statements and the latest date specified in s. 160 of the *Local Government Act* in respect of the retention and destruction of election materials for the 2018 election.

Complete Conduct of Election

3. Except to the extent specifically provided in this Agreement, the Regional District shall conduct all aspects of local trustee elections.

Notices

4. The Regional District shall give election-related notices required under the *Local Government Act*, including notices of special voting opportunities provided under this Agreement. All such notices must include the logo of the Islands Trust and must be provided to the Islands Trust for approval as to content, size, and location and frequency of publication at least one week in advance of the publication date. (*Grapevine* does not meet legal requirements.)
5. Nothing in this Agreement restricts the Islands Trust's authority to give election-related notices to supplement those given by the Regional District, provided that in doing so the Trust Council does not impair the validity of the election proceeding, and for that purpose the Islands Trust shall consult with the Regional District as to the content of such notices.

Election Bylaws

6. The parties agree that for the purposes of the 2018 election, sections 7 and 8 of Islands Trust Election Procedures Bylaw, 2008, as amended, and all sections of the Comox Valley Regional District Local Election Bylaw No. 11, 2008, as amended, shall apply that do not conflict with Islands Trust Election Procedures Bylaw, 2008, as amended.
7. The parties acknowledge that the Regional District's election procedures bylaw provides for voting day registration only, pursuant to section 69 of the *Local Government Act*, and the Regional District will register eligible electors on voting days.
8. Each of the parties shall give written notice to the other of any actual or proposed change to its election procedures bylaw.

Election Officials

9. The Regional District shall appoint the chief election officer, deputy chief election officer, presiding election officials, alternates and other election officials, and shall advise the Trust Council in writing of all such appointments, and any changes to those appointments where time allows.
10. The Trust Council shall make available throughout the term of this Agreement an official with whom the Regional District's election officials may consult on the interpretation of this Agreement and other matters pertaining to the election that are not addressed in the Agreement.

Nominations

11. The Regional District shall undertake the nomination process for local trustees, including accepting nomination documents and declaring acclamations and candidates.

Form of Ballot

12. The Regional District may create ballots in whatever form it chooses, including a single machine-readable ballot for both local trustees and electoral area directors.

Election Results

13. The Regional District shall declare both preliminary local trustee election results and official local trustee election results, in each case by posting the results on its website and by emailing the results to cthiel@islandstrust.bc.ca.
14. The Regional District shall provide to the Islands Trust an opportunity to tally the number of resident electors and non-resident property electors who voted in the local trustee election at each polling place.

Document Retention and Disposal

15. The Regional District shall retain and destroy local trustee election documents within its possession, as required by the *Local Government Act*.

Regional District Expenses

16. The Trust Council acknowledges that where this Agreement refers to the Regional District's expenses, the expenses may include newspaper advertising costs, ballot printing, voting machine rental and servicing, polling facility rental, staff costs (including overtime and benefits and including an allocation for time spent by salaried Regional District employees), legal fees, taxes and disbursements, photocopying, telephone, mail and courier charges, purchase and rental costs of materials and supplies, mileage charges, and all other items related directly or indirectly to the election.

Cost-Sharing

17. Within two months after the 2018 local trustee election, the Regional District shall tally its election expenses and deliver to the Trust Council an invoice, payable within 30 days, for 100% of the election expenses attributable to the Islands Trust.

Judicial Recount

18. If an application should be made for a judicial recount of local trustee ballots, the Regional District shall conduct the proceeding on behalf of the Trust Council, after which the Trust Council must pay to the Regional District 100% of the Regional District's expenses. For these purposes, any costs ordered by the court to be paid by the local government shall form part of the Regional District's reimbursable expenses.

Judicial Challenges

19. If the Regional District's chief election officer applies to challenge the validity of a local trustee election or the right of an elected local trustee to take office, the Regional District shall conduct the proceeding on behalf of the Trust Council, after which the Trust Council must immediately pay to the Regional District 100% of the Regional District's expenses. For these purposes, any costs required by the *Local Government Act* to be paid by the local government shall form part of the Regional District's reimbursable expenses. If the court orders that costs may be recovered by the local government, the Regional District shall pursue the recovery at the cost of and for the benefit of the Trust Council, provided that the Trust Council authorizes such recovery.
20. If an application is made in any other circumstances to challenge the validity of a local trustee election or the right of an elected local trustee to take office, the Trust Council shall be entirely responsible for the cost of the proceeding, unless the parties agree otherwise.

Headings

21. The headings or captions in this Agreement have been inserted as a matter of convenience and for reference only and they in no way define, limit or enlarge the scope or meaning of this Agreement.

Severability

22. Should any provision of this Agreement be illegal or unenforceable, it shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon the parties as though the said provision had never been included.

Modification

23. This Agreement may not be amended or modified except by a subsequent agreement in writing duly signed by the Regional District and the Trust Council.

Municipal Powers Preserved

24. Nothing contained or implied herein shall prejudice or affect either party's rights and powers in the exercise of its functions pursuant to the *Islands Trust Act*, *Local Government Act* or *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations.

Notice

25. Any notice required pursuant to the terms of this Agreement shall be in writing and may be delivered by hand or sent by facsimile or email as follows:

To the Regional District:

Attention: General Manager of Corporate Services
Comox Valley Regional District
600 Comox Rd.
Courtenay, BC V9N3P6

Fax: (250) 334-4358
Email: jwarren@comoxvalleyrd.ca

To the Trust Council:

Attention: Legislative Services Manager
Islands Trust
200-1627 Fort Street
Victoria, B.C. V8R 1H8

Fax: (250) 405-5155
Email: cthiel@islandstrust.bc.ca

Written notice that is delivered by hand shall be deemed to have been received on the date of delivery. Notice sent by facsimile or email shall be deemed to have been received on the date of transmission provided that a confirmation of fax transmission has been generated.

A party shall give written notice of a change of address, in which event such notice shall thereafter be given to it as above provided at such changed address.

IN WITNESS WHEREOF the Regional District and the Trust Council have executed this Agreement as of the dates written below.

Dated this _____ day of _____, 2018.

COMOX VALLEY REGIONAL DISTRICT)
by its authorized signatories:)
)
_____))
Chair: Bruce Jolliffe)
)
_____))
General Manager of Corporate Services:)
James Warren)

Dated this _____ day of _____, 2018.

THE ISLANDS TRUST COUNCIL by its)
authorized signatories:)
)
_____))
Chair: Peter Luckham)
)
_____))
Legislative Services Manager: Carmen)
Thiel)

SCHOOL DISTRICT NO. 71 (COMOX VALLEY)
2018 ELECTION SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2018,

BETWEEN:

SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

(the “School District”)

AND:

COMOX VALLEY REGIONAL DISTRICT

(the “Regional District”)

WHEREAS:

- A. The boundaries of the Regional District encompass the School District school trustee electoral areas A, B and C;
- B. Under the *School Act*, for each school trustee area designated for the School District, one school trustee is to be elected to represent the electors of the area;
- C. Part 3 of the *Local Government Act* contemplates an agreement under which a local government conducts an election for another local government, in accordance with the terms of the agreement, and Section 38(4) of the *School Act* makes Part 3, as it applies in relation to electoral area directors for a regional district and their election, applicable in relation to school trustees and their election;
- D. The Regional District has adopted Local Election Bylaw No. 11, 2008 and amendments thereto.
- E. The School District has provided, in School District No. 71 (Comox Valley) Trustee Elections Bylaw No. 1B, that the bylaws of the Regional District respecting elections may apply to the election of the school trustees; and
- F. The School District and the Regional District wish to enter into this Agreement by which the Regional District agrees to conduct school trustee elections on behalf of the School District, on the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the payments and promises of this Agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

Conduct of Elections

1. The Regional District shall conduct the 2018 School District No 71 school trustee elections for the School District in conjunction with the Regional District election for the electoral area directors for Areas A, B and C on the terms and conditions of this Agreement.

Term

2. This Agreement commences on the date that it is executed and continues in force until the latest date specified in s. 160 of the *Local Government Act* in respect of the retention and destruction of election materials for the 2018 election.

Complete Conduct of Election

3. Except to the extent specifically provided in this Agreement, the Regional District shall conduct all aspects of school trustee elections.

Notices

4. The Regional District shall give election-related notices required under the *Local Government Act*, including notices of special voting opportunities provided under this Agreement. All such notices must include the logo of the School District and must be provided to the School District for approval as to content, size, and location and frequency of publication at least one week in advance of the publication date.
5. Nothing in this Agreement restricts the School District's authority to give election-related notices to supplement those given by the Regional District, provided that in doing so the School District does not impair the validity of the election proceeding, and for that purpose the School District shall consult with the Regional District as to the content of such notices.

Election Bylaws

6. The parties agree that for the purposes of the 2018 election, all sections of School District No. 71 (Comox Valley) Trustee Elections Bylaw No. 1B and all sections of the Comox Valley Regional District Election Procedures Bylaw No. 11, as amended, shall apply that do not conflict with School District No. 71 (Comox Valley) Trustee Elections Bylaw No.1B.
7. The parties acknowledge that the Regional District's election procedures bylaw provides for voting day registration only, pursuant to section 69 of the *Local Government Act*, and the Regional District will register eligible electors on voting days.

8. Each of the parties shall give written notice to the other of any actual or proposed change to its election procedures bylaw.

Election Officials

9. The Regional District shall appoint the chief election officer, deputy chief election officer, presiding election officials, alternates and other election officials, and shall advise the School District in writing of all such appointments, and any changes to those appointments where time allows.
10. The School District shall make available throughout the term of this Agreement an official with whom the Regional District's election officials may consult on the interpretation of this Agreement and other matters pertaining to the election that are not addressed in the Agreement.

Nominations

11. The Regional District shall undertake the nomination process for school trustees, including accepting nomination documents, declaring acclamations and candidates, and receiving campaign financial disclosure documents.

Form of Ballot

12. The Regional District may create ballots in whatever form it chooses.

Election Results

13. The Regional District shall declare both preliminary school trustee election results and official school trustee election results, in each case by posting the results on its website and by e-mailing the results to Dean Lindquist, Acting Secretary-Treasurer at dean.lindquist@sd71.bc.ca
14. The Regional District shall provide to the School District an opportunity to tally the number of resident electors and non-resident property electors who voted in the school trustee election at each polling place.

Document Retention and Disposal

15. The Regional District shall retain and destroy school trustee election documents within its possession, as required by the *Local Government Act*.

Regional District Expenses

16. The School District acknowledges that where this Agreement refers to the Regional District's expenses, the expenses may include newspaper advertising costs, ballot printing, voting machine rental and servicing, polling facility rental, staff costs (including overtime and benefits and including an allocation for time spent by salaried Regional District employees), legal fees, taxes and disbursements, photocopying, telephone and courier charges, purchase and rental costs of materials and supplies, mileage charges, and all other items related directly or indirectly to the election.

Cost-Sharing

17. Within two months after the 2018 school trustee election, the Regional District shall tally its election expenses and deliver to the School District an invoice, payable within 30 days, for 100 % of the election expenses attributable to the School District.

Judicial Recount

18. If an application should be made for a judicial recount of school trustee ballots, the Regional District shall conduct the proceeding on behalf of the School District, after which the School District must pay to the Regional District 100% of the Regional District's expenses. For these purposes, any costs ordered by the court to be paid by the local government shall form part of the Regional District's reimbursable expenses.

Judicial Challenges

19. If the Regional District's chief election officer applies to challenge the validity of a school trustee election or the right of an elected school trustee to take office, the Regional District shall conduct the proceeding on behalf of the School District, after which the School District must immediately pay to the Regional District 100% of the Regional District's expenses. For these purposes, any costs required by the *Local Government Act* to be paid by the local government shall form part of the Regional District's reimbursable expenses. If the court orders that costs may be recovered by the local government, the Regional District shall pursue the recovery at the cost of and for the benefit of the School District, provided that the School District authorizes such recovery.
20. If an application is made in any other circumstances to challenge the validity of a school trustee election or the right of an elected school trustee to take office, the School District shall be entirely responsible for the cost of the proceeding, unless the parties agree otherwise.

Headings

21. The headings or captions in this Agreement have been inserted as a matter of convenience and for reference only and they in no way define, limit or enlarge the scope or meaning of this Agreement.

Severability

22. Should any provision of this Agreement be illegal or unenforceable, it shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon the parties as though the said provision had never been included.

Modification

23. This Agreement may not be amended or modified except by a subsequent agreement in writing duly signed by the Regional District and the School District.

Municipal Powers Preserved

24. Nothing contained or implied herein shall prejudice or affect either party's rights and powers in the exercise of its functions pursuant to the *School Act*, *Local Government Act* or *Community Charter* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations.

Notice

25. Any notice required pursuant to the terms of this Agreement shall be in writing and may be delivered by hand or sent by facsimile or email as follows:

To the Regional District:

Attention: General Manager of Corporate Services
Comox Valley Regional District
600 Comox Rd.
Courtenay, BC V9N3P6
Fax: (250) 334-4358
Email: jwarren@comoxvalleyrd.ca

To the School District:

Attention: Secretary-Treasurer
School District No. 71 (Comox Valley)
607 Cumberland Road
Courtenay, BC V9N 7G5

Fax: (250) 334-4472
Email: dean.lindquist@sd71.bc.ca

Written notice that is delivered by hand shall be deemed to have been received on the date of delivery. Notice sent by facsimile shall be deemed to have been received on the date of transmission provided that a confirmation of fax transmission has been generated.

A party shall give written notice of a change of address, in which event such notice shall thereafter be given to it as above provided at such changed address.

IN WITNESS WHEREOF the Regional District and the School District have executed this Agreement as of the dates written below.

Dated this _____ day of _____, 2018.

**COMOX VALLEY REGIONAL
DISTRICT** by its authorized signatories:

Bruce Jolliffe, Chair

James Warren, Corporate Legislative Officer

Dated this _____ day of _____, 2018.

**SCHOOL DISTRICT NO. 71 (COMOX
VALLEY)** by its authorized signatories:

Chair:
