



STAFF REPORT

DATE: August 12, 2022 **FILE:** 0550-04

TO: Chair and Directors,
Regional Board

FROM: Dave Leitch
Chief Administrative Officer

RE: SCHOOL DISTRICT AND LOCAL GOVERNMENT ELECTION AGREEMENTS (PART 2)

PURPOSE/PROBLEM

To consider entering into agreements with the Village of Zeballos and School District 84 (Vancouver Island West) regarding the upcoming local government and school trustee elections.

EXECUTIVE SUMMARY

The attached report was considered at the June 29, 2022 Board meeting at which time the following resolution was passed:

Leigh/Baker: SRD 538/22

THAT the Chair and Corporate Officer be authorized to execute the proposed election agreements with School District 72, the City of Campbell River, and the Villages of Gold River, Tahsis and Sayward.

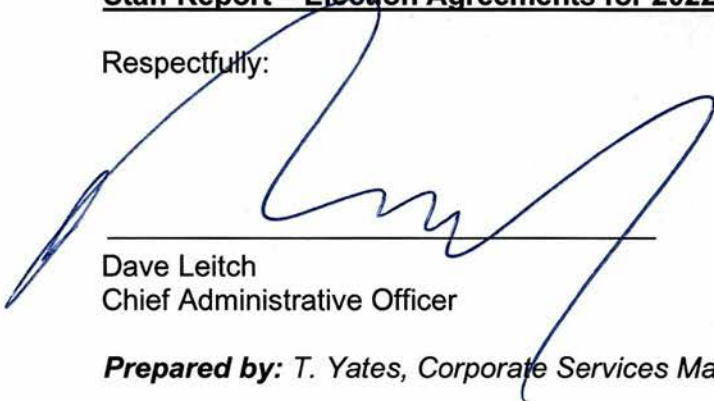
Since that time the attached election agreements with the Village of Zeballos and School District 84 have been developed for the Board's consideration. The agreement with Zeballos is intended to cover the costs of operating a polling station in that location should an election for electoral area director become necessary. The agreement with School District 84 is intended to cover the costs of operating a polling station in the Kyuquot area should an election for school trustee become necessary.

The need for a director or trustee election in the above areas will not be known until September 9, 2022. However, the agreements contemplate various election scenarios and related cost-sharing arrangements in anticipation of one or more elections being required. In the event that the director for Electoral Area A or the trustee for the Kyuquot area is acclaimed, the involvement of the Regional District will be reduced accordingly.

RECOMMENDATIONS

1. THAT the report from the Chief Administrative Officer be received.
2. THAT the Chair and Corporate Officer be authorized to execute the proposed 2022 election agreements with the Village of Zeballos and School District 84 (Vancouver Island West).

Respectfully:

A large, stylized handwritten signature in blue ink, written over a horizontal line. The signature is cursive and appears to read 'Dave Leitch'.

Dave Leitch
Chief Administrative Officer

Prepared by: T. Yates, Corporate Services Manager

Attachments: Village of Zeballos election agreement
School District 84 election agreement
Copy of June 23, 2022 report to the Board

- (c) all costs for delivering ballot boxes, supplies and other election materials to the Regional District and for having them returned to the School District following the close of voting, and
 - (d) ensuring that all authorizations are in place for the Regional District's personnel to conduct the School District election proceedings.
4. For the provision of resources provided under section 2 the School District agrees to reimburse all costs incurred by the Regional District over and above those required to conduct the director election.
 5. For clarity, in the event that the Regional District is not required to conduct a director election, the School District shall reimburse the Regional District for all of the costs of conducting the trustee election.
 6. The Regional District hereby confirms that it will conduct the trustee election proceedings in accordance with the requirements of the *Local Government Act* or the *School Act*, as appropriate.
 7. The Regional District shall invoice the School District with a breakdown of the costs covered by this agreement not later than December 31, 2022 and the School District shall reimburse the Regional District for such costs not later than February 28, 2023.
 8. Where feasible the Regional District and the School District will cooperate to minimize costs and to promote efficiency in the conduct of election proceedings.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals in the presence of their officers duly authorized in that behalf,

STRATHCONA REGIONAL DISTRICT

Chair

Corporate Officer

SCHOOL DISTRICT NO. 84

Chair

Secretary Treasurer

- (b) providing all forms and documents required for elector registration and voting, as well as all related proceedings,
 - (c) all costs for delivering ballot boxes, supplies and other election materials to the Village and for having them returned to the Regional District following the close of voting, and
 - (d) ensuring that all authorizations are in place for the Village's personnel to conduct the Regional District election proceedings.
4. For the provision of resources provided under section 2 the Regional District agrees to pay a percentage of the Village's costs based on the number of separate Regional District election proceedings being conducted in relation to the number of Village elections being conducted provided that the cost attributable to Regional District election proceedings shall not be less than 50%.
 5. For clarity, in the event that the Village is not required to conduct election proceedings for the Regional District, the Regional District shall be under no obligation to pay any costs to the Village.
 6. The Village hereby confirms that it will conduct the Regional District election proceedings in accordance with the requirements of the *Local Government Act*;
 7. The Village shall supply the Regional District with a breakdown of the costs covered by this agreement by December 31, 2022 and the Regional District shall reimburse the Village for these costs by February 28, 2023.
 8. Where possible the Regional District and the Village will cooperate to minimize costs and to promote efficiency in the conduct of election proceedings.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals in the presence of their officers duly authorized in that behalf,

STRATHCONA REGIONAL DISTRICT

Chair

Corporate Officer

VILLAGE OF ZEBALLOS

Mayor

Corporate Officer



STAFF REPORT

DATE: June 23, 2022 **FILE:** 0550-04

TO: Chair and Directors,
Regional Board

FROM: Dave Leitch
Chief Administrative Officer

RE: LOCAL GOVERNMENT AND SCHOOL DISTRICT ELECTION AGREEMENTS

PURPOSE/PROBLEM

To consider entering into agreements with other local governments and School District 72 regarding the upcoming local government and school trustee elections.

EXECUTIVE SUMMARY

The attached report was considered at the April 27, 2022 Board meeting at which time the following resolution was passed:

Colborne/Davis: SRD 350/22

THAT election agreements with local governments and school districts within the boundaries of the Strathcona Regional District be prepared for further consideration by the Board.

Attached to this report are several agreements which have been reviewed by the appropriate jurisdictions and which are now presented for the Board's consideration. These include the following:

School District 72 – provides for the Regional District to conduct the SD 72 trustee elections and to sub-contract with the City of Campbell River for managing voting processes within a portion of SD trustee Electoral Area 1 (Greater Campbell River). The School District will cover all incremental costs associated with its election processes.

Village of Gold River – provides that the Village of Gold River will use its election officials to register electors on general voting day, issue ballots and count the results on behalf of the Regional District should an election or other voting be required for electors in Electoral Area A. The Regional District will pay a share of the Village's costs based on the number of Regional District voting processes (election or assent voting) handled by the Village.

Village of Sayward – provides that the Village of Sayward will use its election officials to register electors on general voting day, issue ballots and count the results on behalf of the Regional District for SD trustee Electoral Area 2, and any election or other voting should they be required for electors in Electoral Area A. The Regional District will pay a share of the Village's costs based on the number of Regional District or School District voting processes (election or assent voting) handled by the Village.

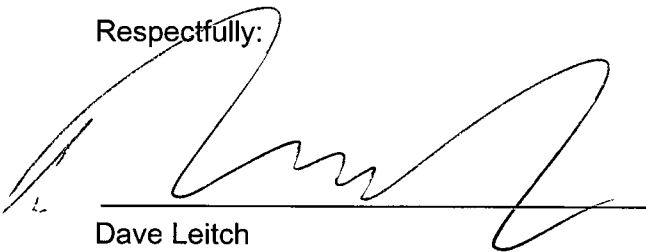
Village of Tahsis – provides for the same arrangement as outlined in the Gold River agreement.

The aforementioned agreements are essentially the same as those used in previous election cycles and have worked well. The Regional District is still in discussions with School District 84 and the Village of Zeballos regarding the possibility of election agreements for 2022 and a further report will be provided when ready for the Board's review.

RECOMMENDATIONS

1. THAT the report from the Chief Administrative Officer be received.
2. THAT the Chair and Corporate Officer be authorized to execute the proposed election agreements with School District 72, the City of Campbell River, and the Villages of Gold River, Tahsis and Sayward.

Respectfully:

A handwritten signature in black ink, appearing to read 'Dave Leitch', is written over a horizontal line. The signature is fluid and cursive.

Dave Leitch
Chief Administrative Officer

Prepared by: T. Yates, Corporate Services Manager

Attachments: School District 72 and Campbell River election agreement
Gold River election agreement
Sayward election agreement
Tahsis election agreement
Copy of April 22, 2022 report to the Board



ELECTION COST SHARING AGREEMENT

2022 General School Election

THIS AGREEMENT DATED FOR REFERENCE THE DAY OF , 2022.

BETWEEN:

SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)
425 Pinecrest Road, Campbell River, BC

(hereinafter referred to as the “**School District**”)

AND

THE STRATHCONA REGIONAL DISTRICT
990 Cedar Street, Campbell River, BC

(hereinafter referred to as the “**Regional District**”)

AND

THE CITY OF CAMPBELL RIVER
301 St. Ann’s Road, Campbell River, BC

(hereinafter referred to as the “**City**”)

WHEREAS the trustee boundaries for the School District encompass the City and all or part of Electoral Areas “A”, “B”, “C” and “D” of the Regional District;

AND WHEREAS Section 57 of the *Local Government Act* and Section 38 of the *School Act* provide for the recovery of additional costs incurred by the Regional District and the City in conducting the election proceedings for the School District;

AND WHEREAS the School District has appointed the Chief Election Officer for the Regional District as the Chief Election Officer for the 2022 General School Election;

AND WHEREAS the Regional District wishes to employ the City’s resources to assist in the conduct of the election of school trustees for Electoral Area 1 (Greater Campbell River);

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The School District agrees to pay to the Regional District the following costs for conducting the 2022 General School Election:

- (a) For election management \$6,500;
 - (b) All costs associated with advertising the trustee elections and voting;
 - (c) All costs related to conducting a recount of any trustee election, if required;
 - (d) Respective share of costs related to conducting the election which includes staff, building rental, ballots (including mail ballots), office supplies and staff meals, subject to the following:
 - (i) where both Regional District and the School District are required to hold voting stations within a particular area or ward, the School District will pay 25% of the costs.
 - (ii) where only the Regional District is required to hold voting stations within a particular area or ward, the School District will pay none of the costs.
 - (iii) where only the School District is required to hold voting stations within a particular area or ward, the School District will pay 100% of the costs.
 - (e) Costs paid by the Regional District to the City in accordance with Article 2.
2. The Regional District agrees to pay to the City the following costs for the provision of physical and human resources for the 2022 General School Election in part of Trustee Electoral Area 1:
 - (a) 25% of the costs related to conducting the election within the City of Campbell River, which includes staff, building rental, ballots (including mail ballots), office supplies and staff meals; and
 - (b) all costs related to conducting a recount of the trustee election, if required.
 3. The Regional District will be responsible for preparing and publishing all statutory notifications for the trustee elections.
 4. The School District agrees to pay all legal costs of either the Regional District or the City attributed to the trustee elections.
 5. The City shall supply the Regional District with a breakdown of its costs for the items covered by this agreement by December 1, 2022 and the Regional District shall reimburse the City for such costs by February 1, 2023.
 6. The Regional District shall supply the School District with a breakdown of its costs for the items covered by this agreement by January 1, 2023 and the School District shall reimburse the Regional District for such costs by March 1, 2023.
 7. The School District agrees to the principle that appointing the same Chief Election Officer and Deputy Chief Election Officer as the Regional District is in the best interests of all parties to this agreement. Where the Board of Education elects to appoint someone other than the same individuals for the general school election the Regional District may, if it so chooses, consider this a termination of the agreement.
 8. Where feasible, the Regional District, the City and the School District will cooperate to minimize costs (such as using cooperative advertising) and ensure standardization of communication and other materials such as nomination packages.
 9. Voting is to be conducted in accordance with all applicable enactments, including School District No. 72 (Campbell River) Trustee Elections Bylaw.
 10. Where any party amends their respective elections bylaw following execution and delivery of this agreement, and if such amendment has a material effect on the cost of providing services under this Agreement, then the parties shall cooperate to determine the extent to which such amendment

affects the cost of the services under this Agreement and the party creating the change shall pay to the other parties, as applicable, all additional costs attributable to the election including such additional amounts for staff time under this Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals in the presence of their officers duly authorized in that behalf,

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)**

Chairperson

Secretary-Treasurer

STRATHCONA REGIONAL DISTRICT

Chair

Chief Election Officer

CITY OF CAMPBELL RIVER

Mayor

City Clerk

- (b) providing all forms and documents required for elector registration and voting, as well as all related proceedings,
 - (c) all costs for delivering ballot boxes, supplies and other election materials to the Village and for having them returned to the Regional District following the close of voting, and
 - (d) ensuring that all authorizations are in place for the Village's personnel to conduct the Regional District election proceedings.
4. For the provision of resources provided under section 2 the Regional District agrees to pay a percentage of the Village's costs based on the number of separate Regional District election proceedings being conducted in relation to the number of Village elections being conducted provided that the cost attributable to Regional District election proceedings shall not be less than 50%.
 5. For clarity, in the event that the Village is not required to conduct election proceedings for the Regional District, the Regional District shall be under no obligation to pay any costs to the Village.
 6. The Village hereby confirms that it will conduct the Regional District election proceedings in accordance with the requirements of the *Local Government Act*,
 7. The Village shall supply the Regional District with a breakdown of the costs covered by this agreement by December 31, 2022 and the Regional District shall reimburse the Village for these costs by February 28, 2023.
 8. Where possible the Regional District and the Village will cooperate to minimize costs and to promote efficiency in the conduct of election proceedings.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals in the presence of their officers duly authorized in that behalf,

STRATHCONA REGIONAL DISTRICT

Chair

Corporate Officer

VILLAGE OF GOLD RIVER

Mayor

Corporate Officer

ELECTION COST SHARING AGREEMENT

THIS AGREEMENT DATED FOR REFERENCE THE DAY OF , 2022.

BETWEEN: **STRATHCONA REGIONAL DISTRICT**
#301-990 Cedar Street, Campbell River, B.C.

(hereinafter called the "**Regional District**")

AND: **VILLAGE OF SAYWARD**
652 H'kusam Way, Sayward, B.C.

(hereinafter called the "**Village**")

WHEREAS the Regional District and the Village are responsible for conducting election and other voting proceedings within their respective jurisdictions;

AND WHEREAS Section 57 of the *Local Government Act* provides that the costs of election proceedings may be shared between local governments;

AND WHEREAS the Regional District and the Village wish to enter into an agreement for the efficient use of personnel and other resources for the 2022 general local election and other voting proceedings;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. In this agreement;

"**director election**" means an election for director, Electoral Area A of the Regional District;

"**other voting**" means referendum voting or assent voting as defined in the *Local Government Act*;

"**Regional District election**" means a director election, a trustee election (if administered by the Regional District) and other voting;

"**trustee election**" means an election for trustee, Electoral Area 2 of School District No. 72; and

"**Village costs**" means those costs incurred by the Village which are directly attributable to providing Regional District election services in accordance with this agreement.

2. The Village agrees to assist in conducting the Regional District election proceedings by providing the following services in relation to those proceedings:

- (a) a suitable facility for conducting election proceedings, and
- (b) trained personnel for registering electors and conducting the voting, including the counting of ballots following the close of voting.


3. The Regional District will retain responsibility for the following in relation to the Regional District election proceedings:
 - (a) preparing and publishing all statutory notifications,
 - (b) providing all forms and documents required for elector registration, voting and related proceedings,
 - (c) all costs for delivering ballot boxes, supplies and other election materials to the Village and for having them returned to the Regional District following the close of voting, and
 - (d) ensuring that all authorizations are in place for the Village's personnel to conduct the Regional District election proceedings.
4. For the provision of resources provided under section 2 the Regional District agrees to pay the Village's costs based on the number of separate Regional District election proceedings being conducted in relation to the number of Village elections being conducted provided that the cost attributable to Regional District election proceedings shall not be less than 50%.
5. For clarity, in the event that the Village is not required to conduct election proceedings for the Regional District, the Regional District shall be under no obligation to pay any costs to the Village.
6. The Village hereby confirms that it will conduct the Regional District election proceedings in accordance with the requirements of the *Local Government Act* or *School Act*, as appropriate.
7. The Village shall invoice the Regional District with a breakdown of the costs covered by this agreement not later than December 31, 2022 and the Regional District shall reimburse the Village for such costs not later than February 28, 2023.
8. Where feasible the Regional District and the Village will cooperate to minimize costs and to promote efficiency in the conduct of election proceedings.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals in the presence of their officers duly authorized in that behalf,


STRATHCONA REGIONAL DISTRICT

Corporate Officer

VILLAGE OF SAYWARD



Mayor



Corporate Officer

ELECTION COST SHARING AGREEMENT

THIS AGREEMENT DATED FOR REFERENCE THE 21st DAY OF June , 2022.

BETWEEN: **STRATHCONA REGIONAL DISTRICT**
#301-990 Cedar Street, Campbell River, BC
(hereinafter called the “**Regional District**”)

AND: **VILLAGE OF TAHSIS**
977 South Maquinna Drive, Tahsis, BC
(hereinafter called the “**Village**”)

WHEREAS the Regional District and the Village are responsible for conducting general local elections within their respective jurisdictions;

AND WHEREAS Section 57 of the *Local Government Act* provides that the costs of election proceedings may be shared between local governments;

AND WHEREAS the Regional District and the Village wish to enter into an agreement for the efficient use of personnel and other resources for the 2022 election proceedings;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. In this agreement;

“**director election**” means an election for director, Electoral Area A of the Regional District,

“**other voting**” means referendum voting or assent voting as defined in the *Local Government Act*;

“**Regional District election**” means a director election and other voting; and

“**Village’s costs**” means those costs incurred by the Village which are directly attributable to providing election services to the Regional District in accordance with this agreement.

2. The Village agrees to assist in conducting the Regional District election by providing the following services in relation to those proceedings:

- (a) a suitable facility for conducting election proceedings, and
- (b) trained personnel for registering electors and conducting the voting, including the counting of ballots following the close of voting.

3. The Regional District will retain responsibility for the following in relation to the Regional District elections:

- (a) preparing and publishing all statutory notifications,

- (b) providing all forms and documents required for elector registration and voting, as well as all related proceedings,
 - (c) all costs for delivering ballot boxes, supplies and other election materials to the Village and for having them returned to the Regional District following the close of voting, and
 - (d) ensuring that all authorizations are in place for the Village's personnel to conduct the Regional District election proceedings.
4. For the provision of resources provided under section 2 the Regional District agrees to pay a percentage of the Village's costs based on the number of separate Regional District election proceedings being conducted in relation to the number of Village elections being conducted provided that the cost attributable to Regional District election proceedings shall not be less than 50%.
 5. For clarity, in the event that the Village is not required to conduct election proceedings for the Regional District, the Regional District shall be under no obligation to pay any costs to the Village.
 6. The Village hereby confirms that it will conduct the Regional District election proceedings in accordance with the requirements of the *Local Government Act*;
 7. The Village shall supply the Regional District with a breakdown of the costs covered by this agreement by December 31, 2022 and the Regional District shall reimburse the Village for these costs by February 28, 2023.
 8. Where possible the Regional District and the Village will cooperate to minimize costs and to promote efficiency in the conduct of election proceedings.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals in the presence of their officers duly authorized in that behalf,

STRATHCONA REGIONAL DISTRICT

Chair

Corporate Officer

VILLAGE OF TAHSIS



Mayor



Corporate Officer **MARK TATCHELL**



STAFF REPORT

DATE: April 22, 2022

FILE: 0550-04 Board

TO: Chair and Directors,
Regional Board

FROM: Dave Leitch
Chief Administrative Officer

RE: LOCAL GOVERNMENT AND SCHOOL DISTRICT ELECTION AGREEMENTS

PURPOSE/PROBLEM

To consider the matter of agreements with school districts and other local governments within the region concerning the costs of administering the 2022 general local elections and school elections.

EXECUTIVE SUMMARY

As has been done in previous election cycles the Regional District may wish to enter into agreements with other local governments for administering certain aspects of the election process. For the most part this consists of providing a polling station and trained personnel to accept votes on behalf of the Regional District as well as School District 72 where applicable. Previous agreements allowed for the City of Campbell River, and the villages of Gold River, Sayward, Tahsis and Zeballos to provide such services and to have their costs recovered from the Regional District or School District 72 depending on the specific elections being conducted. Similarly, the Regional District has previously conducted school trustee voting in the Kyuquot area on behalf of School District 84 on a cost recovery basis.

Although the Regional District will not know which elections (if any) that it will need to conduct until the close of nominations in mid-September, it is preferred that inter-jurisdiction agreements be in place well before then to allow time for preparation of public information material and hiring of election staff

RECOMMENDATIONS

1. THAT the report from the Chief Administrative Officer be received.
2. THAT election agreements with local governments and school districts within the boundaries of the Strathcona Regional District be prepared for further consideration by the Board.

Respectfully:



Dave Leitch
Chief Administrative Officer

Prepared by: T. Yates, Corporate Services Manager