

## **AGREEMENT FOR FLATHEAD COUNTY ELECTIONS TO CONDUCT 2025 SCHOOL DISTRICT ELECTIONS**

This Memorandum of Agreement, (herein after referred to as the "Agreement") is made and effective this \_\_\_\_\_ day of February 2025 (the "Effective Date").

**BY AND BETWEEN:** Flathead County Elections, 290B N Main, Kalispell MT 59901, hereinafter referred to as the "County".

**AND:** Flathead County School District \_\_\_\_\_, hereinafter referred to as the "District", collectively referred to as the "Parties".

**PURPOSE:** The purpose of this Agreement is to provide a clear understanding of the roles and responsibilities of the Parties for the purposes of conducting school elections, combined with special purpose district elections in Flathead County during the 2025 election cycle.

**RESPONSIBILITIES:** The Parties agree to the following:

1. The County shall be responsible for conducting the District elections that come under the responsibility of the District in accordance with MCA 20-20-417.
2. The District shall reimburse the County for actual costs of all elections for the District's proportionate share of the cost of elections when held in conjunction with other political subdivisions (special purpose districts) conducted for the District, including but not limited to the cost of:
  - Election judge wages, staff overtime, and security personnel
  - Postage for ballot mailing, undeliverable notices, and postage due charges, etc.
  - Printing charges for mailing envelopes, voter instructions, etc.
  - Legal publications (Notice of Close of Voter Registration and Notice of Election and Counting Method, etc. in District Newspaper if applicable)
  - Election supplies, including ballot envelopes, notice envelopes and notices to be sent to electors, tabulator use, etc.
  - ES&S programming for tabulator and ExpressVotes, ballot layout, ballot stock and printing, shipping and handling charges and ES&S on-site support, etc.
3. The District will post the Notice of Election in the following manner:
  - 20-20-204(1)(ii) Posting notices in three public spaces in the district; and
  - 20-20-204(1)(iii) posting notice on district's website for 10 days prior to election
4. The District shall be responsible for providing ballot drop locations at their district and agree to transport ballots under the guidance of two election officials in a timely manner

to the County. The District shall be responsible for the cost of opening and closing the drop-off locations required for each election and the transport of ballots to the County.

5. The District agrees to be open to the public on election day from 7 am to 8 pm to assist electors in dropping off their ballots.
6. The District shall be responsible for completing all necessary legal procedures in a timely manner to meet the time requirements of Montana Code Annotated, i.e., resolution calling for an election, mail ballot written plan and submission to the Secretary of State and approval thereof, supplying candidate declarations to the County, etc. Failure to meet established time requirements will release County from the obligation of conducting the District election. Necessary timelines will be provided to the District no later than 90 days prior to the District election. Specifically, ballot language will be required by the close of candidate filing for any ballot issue(s).
7. The District will be responsible for timely review of ballot proofs, ballot language and candidate terms and names.
8. It is understood that mail ballot elections are the most efficient method of conducting an election, and the County maintains the absolute right to conduct elections in said manner.
9. The County will, upon request, provide District with lists of registered voters at no charge for each District election.
10. The District will notify County in writing of proposed date of a special election 75 days in advance. The County must notify the District within 5 days of notice; whether or not, County can conduct election for date selected.

IN WITNESS THEREOF, the aforementioned parties have hereunto entered into this agreement on this \_\_\_\_ day of February 2025.

---

School District Representative

---

Flathead County Elections Administrator