

MEMORANDUM

To: Lisa Agnor, City Manager

From: Debbie Manuel, Acting Finance Director

Date: February 5, 2016

Subject: Contract with Harrison County Elections Administrator for the May 7, 2016
General Election

Attached is the contract for election services from the Harrison County Elections Office for the May 7, 2016 General Election.

I recommend approval of the contract.

The State of Texas

Mike McMurry
Elections Administrator
P.O. Box 8409
Marshall, Texas 75671



Phone: 903-935-4822
Fax: 903-938-1509
415 E. Burlison St. – 75670
www.harrisoncountytexas.org

Harrison County Elections Office

CONTRACT FOR ELECTIONS SERVICES

THE STATE OF TEXAS COUNTY OF HARRISON

THIS CONTRACT, is made this ___ **day of February, 2016**, by and between the **CITY OF MARSHALL, TEXAS**, hereinafter called **THE CITY**, acting by and through **DEBORAH MANUEL**, otherwise known as the Acting City Secretary for **THE CITY**, and **MIKE MCMURRY**, Elections Administrator of Harrison County, Texas, hereinafter called **CONTRACTING OFFICER**, pursuant to Texas Election Code Sec. 31.092, for the conducting and supervision of the **CITY COMMISSIONER DISTRICTS 5, 6, 7 – SALES/USE TAX REAUTHORIZATION – LOCAL OPTION ELECTION** to be held on the **7th day of May, 2016**.

THIS CONTRACT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

- I. The **CONTRACTING OFFICER**, in connection with holding of said elections, shall assume the following responsibilities:
 - (a) Appoint or shall be allowed to delegate the positions of Early Voting Clerk, Central Counting Station Manager, Tabulation Supervisor and Assistant Tabulation Supervisor, as provided for in Texas Election Code, Sec. 31.094 and 31.095.
 - (b) The Harrison County Elections Office shall take responsibility for processing Early Voting Ballot by Mail requests.
 - (c) Procure and distribute election supplies, including the preparation of election kits and the printing and distribution of ballots for both Early Voting and Election Day.

The State of Texas

Mike McMurry
Elections Administrator
P.O. Box 8409
Marshall, Texas 75671



Phone: 903-935-4822
Fax: 903-938-1509
415 E. Burlison St. – 75670
www.harrisoncountytexas.org

Harrison County Elections Office

CONTRACT FOR ELECTIONS SERVICES

- (d) Procure, arrange for the programming and distribution of all election equipment. This includes the use of H.A.V.A. mandated electronic equipment purchased from Hart InterCivic. The E-Scan, J.B.C. and E-Slate/D.A.U. equipment will be used for Early Voting and Election Day.
- (e) Arrange for the publication of a Notice for the date, time and place of the Public L.A.T. (Logic & Accuracy Test) of the election equipment, and oversee said test.
- (f) Post notice of the date, time and place of a school of instruction for election judges and clerks, and conduct said school of instruction.
- (g) Arrange for the programming and testing materials to be used to test the voting equipment.
- (h) Arrange for the handling and distribution of election returns, preparation of the tabulation for the official canvass, and will, if needed, arrange for the manual validation as required in the Texas Election Code, Sec. 127.201.
- (i) In accordance with Sec. 31.098 of the Texas Election Code, the **CONTRACTING OFFICER** is authorized to contract with third-parties for election services and supplies. The cost of such third-party services is to be the responsibility **THE CITY**.
- (j) Arrange for the programming of the voting system based on the information provided by **THE CITY**. This information shall include the correct spelling of all candidates' names, the office sought, order of names on the ballot and the English and Spanish translation of the office. **THE CITY** shall pay for the cost of such programming.
- (k) Provide sufficient time for **THE CITY** to review the ballot before it is finalized.

The State of Texas

Mike McMurry
Elections Administrator
P.O. Box 8409
Marshall, Texas 75671



Phone: 903-935-4822
Fax: 903-938-1509
415 E. Burleson St. – 75670
www.harrisoncountytexas.org

Harrison County Elections Office

CONTRACT FOR ELECTIONS SERVICES

- (l) Arrange for the counting of votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code.
- (m) Submit precinct by precinct reports to the Texas Secretary of State's office of all election returns for said election.
- (n) After completion of the unofficial tabulation of precinct results, the Harrison County Elections Office shall distribute the election records to **THE CITY**, except for those records that must be distributed to the Voter Registrar, in accordance with Sec. 66.051 of the Texas Election Code. The Harrison County Elections Office is hereby appointed the custodian of ballots cast on the D.R.E. voting system consisting of the DVD backup, and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Harrison County Elections Office shall also maintain custody of the records pertaining to the operation of the J.B.C.'s and the E-Scans. Said records and election documents will be destroyed after the retention period (6 months from Election Day) which is mandated by Texas Election Law unless **THE CITY** notifies the Harrison County Elections Office in writing of their desire to collect said election records and/or documents. This written notice must be received by the Harrison County Elections Office no later than 5 business days before the date to destroy said records and/or documents.
- (o) The **CONTRACTING OFFICER** shall tabulate the votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code, supervise the handling and distribution of election returns, voted ballots, etc., tabulate unofficial returns, assist in preparing the tabulation for the official canvass and certify the election results for representatives of **THE CITY**.

The State of Texas

Mike McMurry
Elections Administrator
P.O. Box 8409
Marshall, Texas 75671



Phone: 903-935-4822
Fax: 903-938-1509
415 E. Burleson St. – 75670
www.harrisoncountytexas.org

Harrison County Elections Office

CONTRACT FOR ELECTIONS SERVICES

- II. THE CITY**, in connection with holding the **CITY COMMISSIONER DISTRICTS 5, 6, 7 – SALES/USE TAX REAUTHORIZATION – LOCAL OPTION ELECTION** on the **7th day of May, 2016** shall assume the following responsibilities and shall directly bear any attendant costs for the same:
- (a) Approve the appointment of the Election Day Judges and Clerks, as well as the Early Voting Ballot Board and Central Counting Station Judges and Clerks to be used in said election.
 - (b) Shall pay for any and all expenses involved with Early Voting Ballot by Mail requests for said election.
 - (c) The use of Harrison County Elections Office E-Scan, J.B.C. and E-Slate/D.A.U. voting equipment to process and tally all voted ballots for said election.
NOTE: The Harrison County Elections Office shall manage all Early Voting election equipment, ballots and supplies at the Elections Office and for any Satellite polling locations. Election Day voting equipment, ballots and supplies shall be picked up by the Election Day Judge and delivered back to the Elections Office at the close of Election Day voting.
 - (d) Preparation of all election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate officer or body.
 - (e) Posting or publications of election notices.
 - (f) The printing costs of any and all related materials for all ballots, Election Day and Early Voting, and all election materials for election kits involved with said election.

The State of Texas

Mike McMurry
Elections Administrator
P.O. Box 8409
Marshall, Texas 75671



Phone: 903-935-4822
Fax: 903-938-1509
415 E. Burleson St. – 75670
www.harrisoncountytexas.org

Harrison County Elections Office

CONTRACT FOR ELECTIONS SERVICES

- (g) In the event of equipment failure, **THE CITY** will share in the expense for the necessary personnel for the purpose of hand counting all ballots cast in said election.
- (h) Pay an administrative fee not to exceed ten percent (10%) of the total amount of the contract to the Harrison County Elections Office; said payment to be deposited into the Election Contracts Fund of Harrison County.
- (i) Take all action necessary under law for calling the election, canvassing the returns and declaring the results.
- (j) Deliver to the Harrison County Elections Office as soon as possible, but not later than the **45th day before the election**, the proposition that is to be printed on the ballot with the exact form, wording, spelling and Spanish translation that is to be used on the official ballot. If this information is received later than the **23rd day of March, 2016**, there will be an additional charge of fifteen hundred dollars (\$1,500). [This charge is to satisfy the additional charge for programming due to late submission by **THE CITY**.]
- (k) Provide the services necessary to translate any election documents into Spanish.
- (l) Pay the cost of conducting said election within thirty (30) days from the date of billing; the cost will be determined by the actual cost schedule submitted with billing.

III. GENERAL CONDITIONS:

- (a) A total of one (1) Election Day voting location plus one (1) Early Voting location, for the purpose of early voting by personal appearance, will be used for this election. Early Voting will be held at the Main polling location, **Elections Office** (415 E. Burleson St, Marshall), on **April 25-29, 2016 from 8:00 a.m. to 5:00**

The State of Texas

Mike McMurry
Elections Administrator
P.O. Box 8409
Marshall, Texas 75671



Phone: 903-935-4822
Fax: 903-938-1509
415 E. Burlleson St. – 75670
www.harrisoncountytexas.org

Harrison County Elections Office

CONTRACT FOR ELECTIONS SERVICES

p.m. and May 2-3, 2016 from 7:00 a.m. to 7:00 p.m. Election Day will be at the **Marshall High School** (1900 Maverick Drive, Marshall) on **Saturday, May 7, 2016 from 7:00 a.m. to 7:00 p.m.**

- (b) **THE CITY** agrees to save and hold harmless the Harrison County Elections Administrator and the Harrison County Elections Office from any and all claims made arising out of the failure or omission of **THE CITY** to perform their obligations under this contract.
 - (c) The Harrison County Elections Administrator and the Harrison County Elections Office agrees to save and hold harmless **THE CITY** from any and all claims made arising out of the failure or omission of the Harrison County Elections Administrator or the Harrison County Elections Office to perform their obligations under this contract.
 - (d) Should a lawsuit be filed as a result of this election, **THE CITY** agrees to provide competent legal counsel and representation for the Harrison County Elections Administrator and Harrison County Elections Office personnel, covering any and all legal fees and cost.
 - (e) In the event of a recount, **THE CITY** agrees to pay any expenses incurred by the Harrison County Elections Office not covered by the charges assessed to that person requesting the recount. This would include, but not be limited to, the salaries of any Harrison County Elections Office personnel required to work beyond regular office hours in order to conduct said recount of this election.
- IV.** The **CONTRACTING OFFICER** shall keep the original, signed contract onsite at the Elections Office and will file copies of this contract with the Harrison County

The State of Texas

Mike McMurry
Elections Administrator
P.O. Box 8409
Marshall, Texas 75671



Phone: 903-935-4822
Fax: 903-938-1509
415 E. Burlison St. – 75670
www.harrisoncountytexas.org

Harrison County Elections Office

CONTRACT FOR ELECTIONS SERVICES

Treasurer and the Harrison County Auditor. **THE CITY** shall maintain a copy of the contract at its central office.

- V. DAMAGE TO HARRISON COUNTY ELECTIONS OFFICE VOTING EQUIPMENT:** **THE CITY** recognizes and acknowledges responsibility for any actual expenses for repairs and/or replacement for any damage or loss of equipment that occurs while the Harrison County Elections Office voting equipment is onsite for this election and not covered under the Hart InterCivic warranty.
- VI. THE CITY** acknowledges that the following local political subdivisions located wholly or partly within Harrison County, will be holding an election at the same time as **THE CITY** on the **7th day of May, 2016** unless one or more of such local political subdivisions cancels its election in accordance with Section 2.053 of the Texas Election Code: **MARSHALL INDEPENDENT SCHOOL DISTRICT.**
- VII. THE CITY** does hereby agree to hold a Joint Election under Section 271.002 of the Texas Election Code with the other local political subdivision(s) listed above that is (are) also holding an election on the **7th day of May, 2016** in all or part of the same territory and to execute with such other local political subdivision(s) a Joint Election Agreement.
- In the event of such a Joint Election, **THE CITY** does hereby agree to share in the expenses common to both contracting parties. It is also agreed upon that **THE CITY** gives its consent to use the same Early Voting location and the services of the Election Clerks assigned. It is agreed upon that **THE CITY** gives its consent to use the same Election Day polling location and services of the Election Clerks assigned. The **CONTRACTING OFFICER** agrees to charge only once for the use of voting

The State of Texas

Mike McMurry
Elections Administrator
P.O. Box 8409
Marshall, Texas 75671



Phone: 903-935-4822
Fax: 903-938-1509
415 E. Burleson St. – 75670
www.harrisoncountytexas.org

Harrison County Elections Office

CONTRACT FOR ELECTIONS SERVICES

equipment at a shared polling location and will divide the charges equally among the local political subdivisions using the same polling locations.

VIII. If **THE CITY** cancels its election pursuant to Section 2.053 of the Texas Election Code, **THE CITY** shall not be responsible for any expenses involved with or incurred by the other local political subdivision involved in the Joint Election Agreement.

Should the **MARSHALL INDEPENDENT SCHOOL DISTRICT** cancel its election, **THE CITY** acknowledges that it will be totally responsible for any and all expenses involved with the holding of their election.

IX. **THIS CONTRACT** is made and performed in Harrison County, Texas.

Signed and executed this the ___th day of February, 2016.

Lisa Agnor – City Manager
City of Marshall

Deborah Manuel – Acting City Secretary
City of Marshall

Mike McMurry - Elections Administrator
Harrison County

Seal

TO: Deborah Manuel, Acting City Secretary
City of Marshall
P.O. Box 698
Marshall Texas 75671

COUNTY ELECTION SERVICES CONTRACT
City of Marshall City Commissioner Districts 5, 6, 7 - Sales/Use Tax
Reauthorization - Local Option Election
Election Day: 7-May-2016

Category	Sole	Joint	Notes
Electronic Voting Equipment Programming and Testing	\$1,000.00	\$500.00	BOSS Database MBB's for eScan/JBC/eSlate-DAU
ePollbook Master Programming and Testing	\$500.00	\$250.00	Master Database creation and configuration on ePollbooks
Ballot Printing	\$320.00	\$160.00	BallotNow - Ballot Paper and Printer Toner 1,000 @ \$0.32 per ballot
Absentee Election Kits and Postage Charges	\$100.00	\$50.00	Estimate 50 Applications @ \$2.00 each
Publication of Electronic Voting System Notices (Logic & Accuracy Test)	\$108.50	\$54.25	Marshall News Messenger Legal Notice Section
Election Kits and Supplies Early Voting	\$40.00	\$20.00	Early Voting (1 kit)
Election Kits and Supplies Election Day	\$40.00	\$20.00	Election Day (1 kit)
Rental of Voting Equipment Early Voting - Voter Check-in	\$200.00	\$100.00	2 - ePollbooks @ \$100/ea
Rental of Voting Equipment Early Voting - Ballot Processing	\$400.00	\$200.00	1- eScan, 1- JBC, 2- eSlate/DAU for Early Voting (1 set + extra eSlate/DAU)
Rental of Voting Equipment Election Day - Voter Check-in	\$200.00	\$100.00	2 - ePollbooks @ \$100/ea
Rental of Voting Equipment Election Day - Ballot Processing	\$400.00	\$200.00	1- eScan, 1- JBC, 2- eSlate/DAU for Election Day (1 set + extra eSlate/DAU)
Communications	\$80.00	\$40.00	1 - MIFI (internet) for ePollbooks
Transportation of Voting Equipment for Early Voting	\$40.00	\$20.00	Delivery to/from Hallsville by Elections Office Staff
Transportation of Voting Equipment for Election Day	\$40.00	\$20.00	Delivery by Election Judge (\$20) and Election Clerk (\$20)
Transportation of Voting Equip. and Supplies after Polls Close Election Day	\$40.00	\$20.00	Delivery by Election Judge (\$20) and Election Clerk (\$20)
Pollworker Training (in addition to www.texaspollworkertraining.com)	\$150.00	\$75.00	Onsite training at the Hallsville ISD District Office
Early Voting Polling Place Rental	-	-	Elections Office, no charge
Election Day Polling Place Rental	-	-	Marshall High School, no charge
Early Voting/Absentee Clerks (Temporary Personnel Only)			Elections Office - Main
Early Voting Clerk 1 (7 days)	\$476.00	\$238.00	7x8 hr Days Minimum; Estimate 56 hrs @ \$8.50/hr
Early Voting Clerk 2 (7 days)	\$476.00	\$238.00	7x8 hr Days Minimum; Estimate 56 hrs @ \$8.50/hr
Election Day Judge and Clerks			Marshall High School
Judge's Fee	\$25.00	\$12.50	Flat Fee
Election Day Judge	\$119.00	\$59.50	Estimate 14 hr day @ \$8.50/hr

TO: Deborah Manuel, Acting City Secretary
City of Marshall
P.O. Box 698
Marshall Texas 75671

COUNTY ELECTION SERVICES CONTRACT
City of Marshall City Commissioner Districts 5, 6, 7 - Sales/Use Tax
Reauthorization - Local Option Election
Election Day: 7-May-2016

Category	Sole	Joint	Notes
Election Day Clerk 1	\$119.00	\$59.50	Estimate 14 hr day @ \$8.50/hr
Election Day Clerk 2	\$119.00	\$59.50	Estimate 14 hr day @ \$8.50/hr
Election Day Clerk 3	\$119.00	\$59.50	Estimate 14 hr day @ \$8.50/hr
Election Day Clerk 4	\$119.00	\$59.50	Estimate 14 hr day @ \$8.50/hr
Early Voting Ballot Board			7-May-2016
Judge's Fee	\$25.00	\$12.50	Flat Fee
Judge	\$34.00	\$17.00	Estimate 4 hrs @ \$8.50/hr
Member 1	\$34.00	\$17.00	Estimate 4 hrs @ \$8.50/hr
Member 2	\$34.00	\$17.00	Estimate 4 hrs @ \$8.50/hr
Central Counting Station Board			7-May-2016
Judge's Fee	\$25.00	\$12.50	Flat Fee
Judge	\$34.00	\$17.00	Estimate 4 hrs @ \$8.50/hr
Member 1	\$34.00	\$17.00	Estimate 4 hrs @ \$8.50/hr
Member 2	\$34.00	\$17.00	Estimate 4 hrs @ \$8.50/hr
Provisional & Late Ballot Board			13-May-2016
Judge's Fee	\$25.00	\$12.50	Flat Fee
Judge	\$34.00	\$17.00	Estimate 4 hrs @ \$8.50/hr
Member 1	\$34.00	\$17.00	Estimate 4 hrs @ \$8.50/hr
Member 2	\$34.00	\$17.00	Estimate 4 hrs @ \$8.50/hr
Central Counting Station Personnel			7-May-2016 & 13-May-2016
Manager	\$200.00	\$100.00	Flat Fee
Assistant Manager	\$175.00	\$87.50	Flat Fee
Tabulation Supervisor	\$150.00	\$75.00	Flat Fee
Assistant Tabulation Supervisor	\$125.00	\$62.50	Flat Fee
Miscellaneous Early Voting Costs			

Harrison County Elections Office
P.O. Box 8409 - Marshall, Texas 75670
Office 903-935-4822 - Fax 903-938-1509

Estimated Cost of Election
Invoice # <td>
Date: 1-February-2016

TO: Deborah Manuel, Acting City Secretary
City of Marshall
P.O. Box 698
Marshall Texas 75671

COUNTY ELECTION SERVICES CONTRACT
City of Marshall City Commissioner Districts 5, 6, 7 - Sales/Use Tax
Reauthorization - Local Option Election
Election Day: 7-May-2016

Category	Sole	Joint	Notes
Equipment Supervisor	\$50.00	\$25.00	Manage Equipment Check-out and Receipt
Interpreter	\$50.00	\$25.00	Spanish Translation
Onsite Technical Support	\$100.00	\$50.00	Equipment / Issues / Processes / Supplies
Overtime for Full-Time Elections Office Staff	\$300.00	\$150.00	Lead Deputy Clerk and Deputy Clerk OT
Office Supplies	\$30.00	\$15.00	Items required to administer the election
Miscellaneous Election Day Costs			
Equipment Supervisor	\$50.00	\$25.00	Manage Equipment Inventory
Interpreter	\$50.00	\$25.00	Spanish Translation
Onsite Technical Support	\$100.00	\$50.00	Equipment / Issues / Processes / Supplies
Overtime for Full-Time Elections Office Staff	\$200.00	\$100.00	Lead Deputy Clerk and Deputy Clerk OT
Office Supplies	\$30.00	\$15.00	Items required to administer the election
Tally; Canvass Reports; S.O.S. Reporting	-	-	Included
Unofficial Tabulation of Precinct by Precinct Returns (Paper Ballots)	-	-	Included
SUBTOTAL - ELECTION COST	\$7,221.50	\$3,610.75	SUBTOTAL - ELECTION COST

TO: Deborah Manuel, Acting City Secretary
City of Marshall
P.O. Box 698
Marshall Texas 75671

COUNTY ELECTION SERVICES CONTRACT
City of Marshall City Commissioner Districts 5, 6, 7 - Sales/Use Tax
Reauthorization - Local Option Election
Election Day: 7-May-2016

Category	Sole	Joint	Notes
<u>SOLE ENTITY</u>		<u>JOINT ENTITIES</u>	
SUBTOTAL - ELECTION COST	\$7,221.50	\$3,610.75	SUBTOTAL - ELECTION COST
ADMINISTRATIVE FEE (10%)	\$722.15	\$361.08	ADMINISTRATIVE FEE (10%)
ESTIMATED TOTAL	\$7,943.65	\$3,971.83	ESTIMATED TOTAL

SCOPE OF WORK

Uniform Election

Voting Entity: City of Marshall
Ballot Measures: City Commissioner Districts 5, 6, 7 - Sales/Use Tax Reauthorization - Local Option
Joint Election: Yes, Marshall ISD
Registered Voters: 16,801
Projected Voter Turnout / Ballots: 1,000
Absentee Ballot Estimate: 50
Ballot Production Services: Harrison County Elections Office - BOSS/BallotNow
Voting Systems: ePollbook with MIFI; eScan (paper ballots); JBC with eSlate/DAU (electronic/paperless)
Pollworker Training: Yes, In-Person at Main Elections Office plus online at www.texaspollworkertraining.com
Election Day: Saturday, May 7, 2016
Early Voting Timeframe: 7 days - April 25-29, 2016 and May 2-3, 2016
Early Voting 12 hr Voting Days: Monday & Tuesday, May 2nd & 3rd. All other days are 8:00 am to 5:00 pm.
Number of Early Voting Locations: 1
Early Voting - Main: Location - Elections Office, 415 E. Burlison St., Marshall
Dates/Times - April 25th-29th from 8:00 am to 5:00 pm and May 2nd-3rd from 7:00 am to 7:00 pm
Equipment - Qty 1 eScan; Qty 1 J.B.C.; Qty 2 eSlate/DAU; Qty 2 ePollbooks with MIFI
Pollworkers - 4 Total - 1 Lead Clerk and 3 Election Clerks
Number of Election Day Locations: 1
Election Day: Location - Marshall High School
Date/Time - May 7th from 7:00 a.m. to 7:00 p.m.
Equipment - Qty 1 eScan; Qty 1 J.B.C.; Qty 2 eSlate/DAU; Qty 2 ePollbooks with MIFI
Pollworkers - 5 Total - 1 Election Judge and 4 Election Clerks
Equipment Delivery and Pickup by Election Judge and Election Clerk