102 West Austin Street, Suite 205
Jefferson, Texas 75657

(903) 665-3261
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Hon. Leward J. LaFleur

Marion County Judge

Commissioner J. R. Ashley
Commissioner Ralph Meisenheimer

Commissioner Jacob Pattison
Commissioner Gered R. Lee

Notice is hereby given that a special meeting of the Marion County Commissioners Court will be held on the 11th April, 2024 at 1:00 p.m. in the County Courthouse Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

Prayer

Pledges of the American and Texas Flag

1. **Consider for approval contract for election equipment lease for City of Avinger.**
2. **Consider for approval contract for election equipment lease for City of Hughes Springs.**

FILED FOR RECORD
24 APR -7 AM 9:30
KIMBERLY WISE
CO. CLERK, MARION CO.
BY _____ DEPUTY

Leward J. LaFleur
County Judge
Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

APRIL 11, 2024

The Commissioners' Court of Marion County met in Special Session at 1:00 p.m. on April 11, 2024. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JACOB PATTISON, COMMISSIONER, PRECINCT #2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
GERED R. LEE, COMMISSIONER, PRECINCT# 4 - ABSENT

ITEM NO. 1

ORDER APPROVING THAT WE LEASE THE MACHINES AND ALL THE EQUIPMENT UNDER THE SUPERVISION AND CONTRACT THAT KAREN HAS COME UP WITH TO THE CITY OF AVINGER AND HUGHES SPRINGS.

Motion by Ashley, seconded by Meisenheimer to approve the consent agenda. All members present voted Aye. Motion carried 3-0.

See Exhibit "A" attached

ITEM NO. 2

ORDER APPROVING THAT CONTRACT FOR CITY OF HUGHES SPRINGS.

Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "B" attached

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0. Meeting adjourned at 1:17 p.m.

****

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of
the foregoing minutes.

COUNTY CLERK **COUNTY JUDGE**

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

Exhibit "A"

CONTRACT FOR ELECTION SERVICES

GENERAL ELECTION

This contract for election services made by and between City of Avinger, Texas (hereinafter called "the Election Entity") and Marion County, hereinafter called the County, is based on the following:

The Election Entity and the County have determined that it is in the public interest of the inhabitants of the Election Entity that the following contract be made and entered into for the purpose of having the County furnish to the Election Entity certain election equipment needed by the Election Entity for their GENERAL election on May 4, 2024 (herein called the "the election"). This equipment shall be provided by and through the immediate supervision of the County Election Officer of Marion County, Texas which is herein called the Officer.

DUTIES AND SERVICE OF THE ELECTIONS OFFICE

The County, through its Election Officer, will:

1. provide the following items of election equipment for the election:

Early Voting:

Item	Replacement Cost	Fee	No.	Total
Hart Verity Scan	$6,100	250	1	$250.00
Verity Controller	$5,300	250	1	$250.00
Verity Duo	$5,300	250	1	$250.00
Verity Duo Go	$ 600	100	1	$100.00
Election Programming				
Shipping & Handling of vDrives and Keys			1	$ 30.00
Poll Pad	$ 500	100	1	$100.00
Subtotal:				$980.00

Election Day:

Item	Replacement Cost	Fee	No.	Total
Hart Verity Scan	$6,100	250	1	$250.00
Verity Controller	$5,300	250	1	$250.00
Verity Duo	$5,300	250	1	$250.00
Verity Duo Go	$ 600	100	1	$100.00
Poll Pad	$ 500	100	1	$100.00

Subtotal:	$950.00
TOTAL:	***$1930.00***

2. prepare the equipment:
3. receive election results from Marion County Elections Office on election night and provide unofficial election results to the Election Entity for official canvas and recordkeeping;
4. provide personnel on Election Day for consultation that will be compensated directly by Election Entity.

DUTIES AND SERVICES OF THE OFFICE OF THE ELECTION ENTITY

The Election Entity will:

1. pay all programming fees and ballot costs directly to Hart InterCivic, Inc. for programming and purchase of ballots for election and election supplies;
2. make all election physical arrangements, call the election, and post/publish all required notices and deliver equipment to election voting place(s);
3. pay any actual expenses directly attributed to the Contract that may be charged (Section 31.100b, Texas Election Code).
4. pay a rental rate set by the Commissioners Court in the amount of $250 per piece of equipment (Verity Duo, Verity Scan, etc.) per election.
5. Pay rental rate set by the Commissioners Court in the amount of $100 per Poll Pad per election.
6. Pay rental rate set by the Commissioners Court in the amount of $100 per Verity Duo Go for curbside voting.
7. Pay administrative fee not to exceed ten percent (10%) of the total amount, but not less than $75.00, as per Tex. Elect. Code Ann. Sec 31.100(d).
8. Return equipment to location from which they obtained it from.

Additional Terms of the Agreement:

USE: Election Entity shall use the election electronic equipment and supplies described above in a careful, reasonable, and proper manner. Election Entity shall take delivery of the equipment from the Election Officer of Marion County, Texas and deliver to its polling locations and return the same to the Election Officer of Marion County, Texas on or before the expiration of the term of agreement. Election Entity shall comply with the Election Officer's instructions and the Manufacture's manual to the use and operation of the said election equipment and any laws, ordinances, and regulations relating the possession, use, and maintenance of the election equipment and limit its use for the purpose of holding the election described above. *(if applicable)*

CONDITION: Election Entity shall inspect the property within 8 hours after receipt of the election equipment. Unless Election Entity within this period of times gives written

notice to the Marion County specifying any defects in or other proper objections to the equipment, Election Entity agrees that it shall conclusively presumed, as between Marion County and Election Entity that the Election Entity has fully inspected and acknowledged that the property is in good condition and repair and the Election Entity is satisfied with and has accepted the property is such good condition and repair. *(if applicable)*

INSPECTION: Representatives of the Marion County Elections Office shall at all times during the election have the right to enter on the premises where the election is being held for the purposes of inspecting the equipment and observing its use. *(if applicable)*

ALTERATIONS: Election Entity acknowledges that the equipment is technical in nature and Election Entity shall make no alterations in the election equipment without obtaining prior written permission from the Elections Officer of Marion County, Texas. *(if applicable)*

LOSS AND DAMAGE: Election Entity assumes all risk of lost of and damage to the election equipment from any cause. In the event of loss of or damage to the election equipment, Election Entity, at the option of Marion County, shall. *(if applicable)*

(a) repair the election equipment, at its cost and expense, subject however to warranty coverage proved by manufacturers.
(b) replace the property with like property in good repair which property Shall then become subject to this agreement; or
(c) pay Maron County for in cash $6,600.00, "stipulated loss value". Upon such payment this lease shall terminate with respect to the property so paid for and Election Entity then shall become entitled to the property as the owner of the property.

INDEMNITY: Election Entity shall indemnify Marion County against, and hold Marion County harmless from, all claims, actions, proceedings, costs, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the leased election equipment, including without limitation, the selection, delivery, possession, use, operation, or return of the property.

DEFAULT: An occurrence of the following events shall, at the option of Marion County terminate this lease agreement and Election Entity's right to possession of the election equipment leased:

(a) Noncompliance with Election Entity with any term, covenant, or condition of this agreement.

On the happening of any of the above events, Marion County may, without notice due or demand of Election Entity, take possession of the leased election equipment.

ASSIGNMENT OF CONTRACT: This agreement cannot be assigned or subleased without the written consent of Marion County. Ownership of the election equipment is, and shall at all times remain, the sole property of Marion County, and Election Entity shall have no right, title or interest in the property.

APPLICABLE LAW: This lease agreement shall be governed by and construed under the laws of the State of Texas

VENUE: Any cause of action arising out of this agreement shall be filed in the 115th District Court of Marion County, Texas.

The Election Officer must submit the actual cost for the contracted lease, pursuant to the Contract with the Election Entity, no later than ten days following the election. The Election Entity agrees to pay costs of the equipment within fifteen days of receipt of the statement.

Dated this 11th day of April, 2024.

County of Marion

By: _____
COUNTY JUDGE

Leward J. LaFleur

Attested: _____
COUNTY CLERK

Kimberly Wise

APPROVED BY County Elections Officer

_____
Karen G. Jones, PCC, CTOP, PCAC

SEAL

p Jeffery Patterson
ELECTION ENTITY

Jeffery Patterson
Printed Name

360

Exhibit "B"

CONTRACT FOR ELECTION SERVICES

GENERAL ELECTION

This contract for election services made by and between City of Hughes Springs, Texas (hereinafter called "the Election Entity") and Marion County, hereinafter called the County, is based on the following:

The Election Entity and the County have determined that it is in the public interest of the inhabitants of the Election Entity that the following contract be made and entered into for the purpose of having the County furnish to the Election Entity certain election equipment needed by the Election Entity for their GENERAL election on May 4, 2024 (herein called the "the election"). This equipment shall be provided by and through the immediate supervision of the County Election Officer of Marion County, Texas which is herein called the Officer.

DUTIES AND SERVICE OF THE ELECTIONS OFFICE

The County, through its Election Officer, will:

1. provide the following items of election equipment for the election:

Early Voting:

Item	Replacement Cost	Fee	No.	Total
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Subtotal:	$950.00
TOTAL:	***$1930.00***

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3. receive election results from Marion County Elections Office on election night and provide unofficial election results to the Election Entity for official canvas and recordkeeping;
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The Election Entity will:

1. pay all programming fees and ballot costs directly to Hart InterCivic, Inc. for programming and purchase of ballots for election and election supplies;
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4. pay a rental rate set by the Commissioners Court in the amount of $250 per piece of equipment (Verity Duo, Verity Scan, etc.) per election.
5. Pay rental rate set by the Commissioners Court in the amount of $100 per Poll Pad per election.
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notice to the Marion County specifying any defects in or other proper objections to the equipment, Election Entity agrees that it shall conclusively presumed, as between Marion County and Election Entity that the Election Entity has fully inspected and acknowledged that the property is in good condition and repair and the Election Entity is satisfied with and has accepted the property is such good condition and repair. *(if applicable)*

INSPECTION: Representatives of the Marion County Elections Office shall at all times during the election have the right to enter on the premises where the election is being held for the purposes of inspecting the equipment and observing its use. *(if applicable)*

ALTERATIONS: Election Entity acknowledges that the equipment is technical in nature and Election Entity shall make no alterations in the election equipment without obtaining prior written permission from the Elections Officer of Marion County, Texas. *(if applicable)*

LOSS AND DAMAGE: Election Entity assumes all risk of lost of and damage to the election equipment from any cause. In the event of loss of or damage to the election equipment, Election Entity, at the option of Marion County, shall. *(if applicable)*

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Dated this 11th day of April, 2024.

County of Marion

By: _____
COUNTY JUDGE

Leward J. LaFleur

Attested: _____
COUNTY CLERK

Kimberly Wise

APPROVED BY County Elections Officer

_____
Karen G. Jones, PCC, CTOP, PCAC

SEAL

Glenda Russell, City of Hughes Springs
ELECTION ENTITY

Glenda Russell
Printed Name