

Election Services Proposal Cedar Hill ISD November 6, 2012 Election Date



# **D** ELECTION SERVICES PROPOSAL

## **Election Services Proposal**

### **Submitted to**

Cedar Hill Independent School District

## **Prepared by**

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# ELECTION SERVICES PROPOSAL

### **PROCESS SUMMARY**

(This is a framework that would be customized to suit the specific circumstances of Cedar Hill ISD as it relates to a second attempt at a bond election.)

- 1. Administration and Board may call Community Advisory Committee back together to review contents of bond proposal work it completed and recommended to the Board in the Spring of 2011. This may happen as a whole group or in smaller focus group format. If so, it continues with steps 2-11.
- 2. Board and Administration meet to set the parameters of the Committee/focus groups.
- 3. Committee/focus groups begin meeting under Cambridge facilitation.
- 5. The Committee/focus groups review original proposal and engages in discussion about what worked well and what went wrong.
- 6. CAMBRIDGE updates costs for each project in the bond with assistance from SHW GROUP.
- 8. Financial advisors update tax implications of the bond plan for the Committee/focus groups.
- 9. Committee/focus groups reach agreement on all items to be proposed to the Board for a second attempt at the bond election, including projects, timing, and number of propositions.
- 10. Cambridge reports results of the Committee/focus group work to the Board.
- 11. Board calls for an election.

### WHAT WILL CAMBRIDGE DO SPECIFICALLY?

- ▶ Analyze voter turnout from November 2011 election
- Generating contact lists of likely registered voters (phone and mail)
- ▶ Draft key messages (most important 3-5 points you want to communicate consistently)
- ▶ Identify target audiences
- ▶ Select an appropriate mix of print, electronic, and social media communication tools
- ▶ Develop an informational presentation (Power Point)
- ▶ Track early voter turnout with analysis reports and recommendations
- If desired, design your materials and coordinate printing, production, and mailing (reimbursable)
- ▶ Create a schedule of action
- ▶ Create a budget

#### **NOTE - CONSULTANTS**

Cambridge may elect to involve other consultants as needed with district approval to ensure the best possible service and results. Fees for these consultants would be covered in the fee you agree to pay in this proposal. At the time of this proposal you can expect the following consultants to be included:

- ▶ Becky Cowan with Caelen Communications
- ▶ Trey Laird with SHW GROUP
- ▶ Matt Gamble with Baselice and Associates
- ▶ Dan Carter with K-12 Insights
- ▶ Gerry Tyson with the Tyson Group

# ELECTION SERVICES PROPOSAL

CAMBRIDGE will work with the District's leadership to plan and implement a thoroughly strategic information campaign that conforms to Title 15 of the Texas Election Code as enforced by the Texas Ethics Commission.

It is our belief that CHISD has an ethical obligation to inform its constituents about any election so that they may make an educated decision. In order to inform CHISD voters efficiently and effectively, CAMBRIDGE will work with CHISD officials to facilitate the development of a comprehensive information campaign strategy customized for CHISD using strategies such as those outlined in the following paragraphs. *NOTE: The following strategies would be used for the sole purpose of information dissemination.* 

### **Analyze November 2011 Voter Turnout**

Identify who voted in the November 2011 election and mail a paper survey to those voters asking how they voted and why they voted for or against the bond and TRE proposals.

## **Define Key Messages**

The efforts of the process discussed heretofore provide critical leads on what the most important messages are for the District to communicate. Identifying the things that are on the minds of your public allows you to create your key messages so they are relevant and timely.

### **Identify Target Audiences and Voters**

An effective campaign identifies the many subgroups in the population and creates informative messages specifically for those groups; For example, you may want to consider focusing on households with new parents who are likely not fully informed about the election. Target groups could include alumni, parents by campus, business community, staff by campus, clergy, city officials, opinion leaders, and senior citizens. Perhaps you want to target those households with residents ages 59-64 to help them understand what happens to their tax rate the year they turn 65.

- Research voter history
- Acquire current list of registered voters
- Generate detailed voter phone, walk, and mail lists by zip code, campus, polling precincts, club memberships, age groups, gender, etc.
- Track early voters to create election day target lists

#### **Develop a District Information Campaign Plan**

- Develop strategies for communicating with each group
  - Personal connection with voters by phone call and door-to-door
  - Presentations to civic clubs and at other local events
  - Social media tools such as Facebook and Twitter
  - · Direct mail
  - Electronic communication via web and email
  - Paid advertising (billboard, ads, signs) where appropriate
- Develop a correlating informational campaign budget
- Generate a schedule of action

## Leverage Technical Support Available through CAMBRIDGE

- Copy writing
- Graphic design
- ▶ Web development
- Presentation development
- Social media execution

# FEE PROPOSAL

Hard costs such as professional printing of planning documents or brochure materials, postage and web hosting are not included in these fees and will be billed at cost as incurred. All hard costs will be approved by the District before the expense is incurred. The fees quoted include the cost of travel and expenses. NOTE: Since this project spans across two budget years, 50 percent of the total will be billed in 2011-12 budget year and the balance will be billed in the 2012-13 budget year. See fee agreement on pages 6-8

## **Election Planning & Campaign Strategy**

\$52,500.00

Time and expertise required to plan, design, and execute a bond election plan and campaign strategy that informs voters and persuades voters to exercise their right to vote in a November 2012 election. The fee includes any technical support (listed on page 4) required to support the district's team in production of materials such as brochures, posters, mailers, or Facebook page. Hard costs for such things as printing and postage are not included in this fee and will be billed at cost as incurred.

## **ADDITIONAL FEES**

## **Live Phone Calls and Voter Targeting**

\$12,500.00

Covers fees associated with the paid live phone bank, response analysis, and tracking early voter turnout.

## **Survey November Election Voters**

\$2,000.00

Time and expertise required to draft and mail a paper survey to all registered voters who voted in the Nov. 8, 2011 election to determine why they voted for or against the propositions.

## **Telephone Town Hall**

\$5,500.00

Time and expertise required to set up a live town hall meeting by phone call inviting registered voters who voted in the Nov. 8, 2011 election to talk about the election results and get feedback on moving forward. Includes feedback analysis.

# **Voter Pulse Survey**

\$13,500.00

Time and expertise required to draft survey instrument and conduct an assessment of voter knowledge within 60 days of the election date. This survey is intended to identify informed and uninformed voters in order to target where information is needed, what specific information is needed, and how it should be delivered.

Total

\$86,000.00

# FEE AGREEMENT

**THIS CONSULTING AGREEMENT** ("Agreement") is made and entered into on the Effective Date, as hereinafter defined, by and between Cambridge Strategic Services, ("Cambridge"), and Cedar Hill Independent School District ("CHISD"), for provision of bond planning and election campaign planning.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and the receipt of which shall be acknowledged by endorsement thereof, the parties do hereby agree as follows:

- 1. **Services to be Performed by Cambridge**—The terms of this Agreement incorporate by reference the provisions and scope as described in this proposal. Cambridge shall perform the services as described in this proposal according to the standards of his/her profession.
- 2. Compensation—In consideration of the services performed by Cambridge under this Agreement, CHISD shall pay to Cambridge a fee not to exceed \$86,000.00 for the services described in this proposal and as noted on the fee page. The fee will be billed in four equal installments of \$21,500.00. The first installment is due upon contract execution. The second installment will be billed May 1, 2012. The third installment will be billed when the Board calls the election. The final installment will be billed immediately following election day. The cost of travel is included as part of this proposal. Separate proposal and agreement will be submitted for any additional work requested by CHISD outside the scope of this proposal.
- **3. Time of Completion**—Cambridge shall complete the work specified in the Proposal within a reasonable period of time.
- **4. Relationship of the Parties**—It is understood and agreed that Cambridge is an independent contractor and neither Cambridge nor any employees, volunteers, or agents contracted by Cambridge shall be deemed for any purposes to be employees, volunteers or agents of CHISD.
- 5. **No Waiver of Immunity**—CHISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.
- **6. Indemnity**—Cambridge agrees to indemnify and hold harmless CHISD, its trustees and employees against any and all losses, costs, expenses and liabilities, including but not limited to reasonable attorneys' fees and court costs, but only to the extent they are caused by Cambridge's negligence.
- 7. Compliance with Laws—Cambridge shall maintain any and all applicable license(s) and certification(s) necessary to perform any services contemplated by this Agreement. Cambridge shall observe and comply with all Federal, State, County and City laws, rules, ordinances and regulations that in any manner affect the provision of services and performance of all obligations undertaken pursuant to this Agreement.
- **8. Authorization of Agreement**—Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
- 9. No Waiver—No waiver of a breach of any provision of this Agreement shall be construed to be a waiver

# **▶** FEE AGREEMENT

of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

10. **Notices**—Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, by registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

### If to Cambridge:

Scott Milder
Cambridge Strategic Services
5717 Legacy Drive, Suite 250
Plano, TX 75024
214.497.6411
smilder@cambridgestrategics.com

#### If to CHISD:

Horace Williams, Superintendent Cedar Hill Independent School District 285 Uptown Blvd. #300 Cedar Hill, TX 75104 972-291-1581 x4011 horace.williams@chisd.net

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

- **11. No Assignment**—No assignment of this Agreement, or any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
- **12. Amendments**—This Agreement may be amended or modified by, and only by, a written instrument approved by CHISD's Superintendent or its duly authorized agent or representative, and executed between CHISD and Cambridge.
- **13. Termination**—CHISD or Cambridge may terminate this Agreement with or without cause upon sixty (60) days written notice to the other party. Cambridge shall be entitled to compensation for all services provided up to the effective date of termination.
- **14. Governing Law**—This Agreement is made in Texas and shall be construed, interpreted, and governed by Texas law. The parties shall consent to the jurisdiction and venue of the courts of Collin County, Texas, for any action under this agreement.
- **15. Complete Understanding**—This Agreement and all Exhibits, Supplements and Amendments thereto shall constitute the complete understanding of Cambridge and CHISD. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.



**16. Effective Date**—The "Effective Date" of this Agreement shall be December 12, 2011.

Cambridge Signature	CHISD Signature
Printed Name	Printed Name
Title	Title
 Date	 Date