



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry Ryan Dennard Kevin O'Brien Stephen Holmes Ken Clark
County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

SPECIAL MEETING-AGENDA **August 12, 2013 – 1:30 PM**

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

Call to Order

Action Agenda

1. County Legal
 - a. Selection of public members and alternates to serve on the Galveston County Salary Grievance Committee pursuant to section 152.015 of the Texas Local Government Code.
 - b. Consideration of authorizing County Judge to execute a professional services agreement with Griffith Moseley Johnson for review and analysis of the Galveston County criminal justice system.
2. County Clerk
 - a. Consideration and approval of "core" Election Day countywide vote center polling places for November elections in Odd-Numbered Years.
 - b. Consideration and approval of Early Voting Polling Locations for November elections of Odd-Numbered Years.

Adjourn

WORKSHOP AGENDA

- 1 Budget discussion and follow-up.

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

AGENDA ITEM #1.b.

THE STATE OF TEXAS
THE COUNTY OF GALVESTON

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PROFESSIONAL SERVICES AGREEMENT

BETWEEN

GALVESTON COUNTY ("County")

AND

GRIFFITH MOSELEY JOHNSON AND ASSOCIATES, INC. ("Consultant")

1. PURPOSE:

This Agreement is entered into by and between Galveston County (hereinafter, "County"), acting by and through the Galveston County Commissioners Court (hereinafter, "Commissioners Court"), and Griffith Moseley Johnson and Associates, Inc. (hereinafter, "Consultant"), a Texas corporation with its principal place of business located at 2901 Turtle Creek Drive, Suite 445, Port Arthur, Texas 77642, under authority of Texas Local Government Code § 262.024(a)(4), for certain professional services, as identified in Section 5 (Scope of Services) of this Agreement.

2. TERM:

The term of this Agreement is for a one (1) years period commencing on _____, 2013 (hereinafter, "Effective Date") and ending on _____, 2014, unless terminated earlier under any provision hereof. County, in its sole discretion, shall have the right, but not the obligation, to renew and/or extend this Agreement for certain specified periods and/or to include additional phases of work and/or services not contemplated by this Agreement and/or other County projects based on existing terms, conditions, and fiscal year funding, as evidenced by formal written approval of the Commissioners Court and Consultant. The term of this Agreement or any term of renewal or extension is subject to earlier termination in accordance with the provisions of this Agreement in Section 11.

3. SCOPE OF WORK:

Consultant will perform the scope of work as outlined in Attachment "A", which is incorporated herein for all purposes.

4. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:

- (a) Consultant shall be compensated for the services described herein at a rate of \$10,000 per month.
- (b) County will reimburse Consultant for travel expenses reasonably incurred by Consultant in performing its professional services hereunder. Travel expenses, including air travel, rental cars, and ground transportation will be reimbursed at actual cost. Hotel accommodations and *per diem* meal reimbursements will be made in accordance with the U.S. General Services Administration (GSA) current *per diem* rates for Galveston County. Invoice information for travel expenses will at a minimum include name of individual who traveled, dates of travel, and itemized expense categories.
- (c) County will make payment to Consultant upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.

- (d) County agrees to review Consultant's invoices and will forward payment to Consultant within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing. In the event County disputes any portion of an invoice, County shall notify Consultant within seven (7) business days of the basis for such dispute, and shall pay any undisputed amount on the terms contained in this sub-paragraph.
- (e) The Galveston County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to Consultant for services rendered under this Agreement.

5. CONFIDENTIALITY:

- (a) Consultant shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Agreement, unless authorized by law. Consultant agrees to adhere to all confidentiality requirements, as applicable, for the services performed for County under this Agreement.
- (b) The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Consultant hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Consultant or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.
- (c) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

6. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information or documents the Consultant uses in the performance of the services provided under this Agreement that Consultant considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

7. INSURANCE:

Within ten (10) days after the effective date of this Agreement, Consultant shall furnish, at its sole cost

and expense, the following minimum insurance coverage. Consultant shall, in the stated ten (10) day period, furnish to the Galveston County Purchasing Agent verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Agreement, by an insurance company acceptable to County and authorized to do business in the State of Texas. Coverage dates shall be inclusive of the term of the Agreement and each renewal period, if any.

1. The following minimum insurance coverage is required:

- (a) Workers' Compensation Insurance. Workers' Compensation Insurance in compliance with the statutory requirements and provisions as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code for all employees assigned to operate or work or provide services under this Contract. If Consultant is self-insured, it must provide County with evidence of a certificate issued by the Texas Workers' Compensation Committee (hereinafter, "TWCC") approving such self-insurance. In the event any work or services provided under this Contract is sublet, Consultant shall require its sub-contractors to similarly provide workers' compensation Insurance for all of the sub-contractors' employees, unless Consultant affords such protection of sub-contractors' employees. Consultant shall bear the burden of all workers' compensation coverage for all of its sub-contractors and sub-contractors' employees who do not have workers' compensation coverage. Consultant also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the TWCC. Consultant understands and agrees that providing false or misleading information to County regarding workers' compensation coverage may subject it to administrative penalties, criminal penalties, civil penalties or other civil actions.

Types of Coverage	Limits of Liability
(1) Workers Compensation	Statutory
(2) Employer's Liability	
Bodily injury by Accident	\$500,000.00 Each Accident
Bodily injury by Disease	\$500,000.00 Each Employee
Bodily injury by Disease	\$500,000.00 Policy Limit

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from County.

- (b) Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial general liability insurance coverage, including contractual liability insurance, in a minimum amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for bodily injury and property damage per occurrence with a general aggregate of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

- (c) Professional Liability: Errors or Omissions Insurance. Consultant shall indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to clients, which shall insure against defects, errors, or omissions, and shall secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto..

2. Consultant agrees that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions:

- (a) Name Galveston County as additional insured as to all applicable coverage.
 - (b) Provide for thirty (30) days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) days for non-payment of premium.
 - (c) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.
 - (d) Provide for notice to the County at the address shown below by registered mail.
 - (e) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Consultant agrees to waive subrogation against County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers for injuries, including death, property damage, or any other loss.
3. Consultant shall be solely responsible for all cost of any insurance as required herein, including any and all deductible amounts,
 4. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement.
 5. Except as otherwise expressly specified, Consultant shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.
 6. All insurance policies or duly executed certificates for the same required to be carried by Consultant under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Galveston County Purchasing Agent within ten (10) days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage.
 7. All insurance coverage shall be on a per claim/occurrence basis unless specifically approved in writing and executed by the Galveston County Purchasing Agent.
 8. All insurance required to be carried by Consultant under this Agreement shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company authorized to do business in the State of Texas.
 9. It is agreed that County shall deem Consultant's insurance primary with respect to any insurance or self insurance carried for liability arising out of operations under this Agreement.
 10. Consultant shall notify County in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement certificate of insurance.

8. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Consultant shall stop all services as set forth in the Scope of Work and will cease to incur costs to County during the term of the suspension. Consultant shall resume work when notified to do so by County in a written authorization to proceed. If a change in Section 5 (Terms and Conditions of Payment for Services) of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with Section 17 (Amendments and Changes in the Law) of this Agreement.

9. TERMINATION:

Either Party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving ten (10) days prior written notice thereof to the other Party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. County shall compensate the Consultant in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of cancellation, Consultant shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Consultant shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all County data, documents and information in Consultant's possession shall be returned to County within fifteen (15) working days of the date of termination.

10. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the Party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Mark Henry
Galveston County Judge
Galveston County Administration Bldg.
722 Moody, Suite 200
Galveston, Texas 77550
409-766-2244 (phone)
409-765-2915 (fax)
mark.henry@co.galveston.tx.us (email)

TO CONSULTANT:

Carl R. Griffith
President & CEO
Griffith Moseley Johnson & Associates, Inc.
2901 Turtle Creek Drive, Suite 445
Port Arthur, Texas 77642
409-722-5100 (phone)
409-722-5101 (fax)
jjohnson@carlgriffith.com (email)

11. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

12. SOVEREIGN IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third Party beneficiary.

13. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, Consultant must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. Consultant shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

14. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement is performable and enforceable in Galveston County, Texas where the principal office of County is located and the state courts of Galveston County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

15. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

16. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

17. ASSIGNMENT:

Consultant may not assign its rights and duties under this Agreement without the prior written consent of County and approval of the Galveston County Commissioners Court, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

18. CONTRA PROFERENTUM:

The doctrine of *contra proferentum* shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

19. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

20. BINDING EFFECT:

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

21. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

22. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Consultant has a duty to mitigate damages.

23. PREVENTION OF FRAUD AND ABUSE:

Consultant shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving Consultant's employees or agents shall be reported immediately to the County by Consultant. Moreover, Consultant warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible Consultants and grantees. Consultant and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Consultant shall, upon notice by County, refund expenditures of the Consultant that are contrary to this Agreement and deemed inappropriate by the County.

24. FISCAL FUNDING CLAUSE:

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. Consultant shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Consultant at the earliest possible time prior to the end of its fiscal year.

25. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

26. INDEPENDENT CONSULTANT:

Consultant, including its employees, agents or licensees, is an independent Consultant and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any sub-contractor, agent, employee or supplier of the Consultant and the County by virtue of this Agreement. This provision of this Agreement shall not be for the benefit of any other Party other than the County and Consultant.

27. SUBCONTRACTING:

Consultant may not enter into agreements with sub-contractors for delivery of the designated services outlined in this Agreement without prior written consent of and approval by County. Subcontracts, if any, entered into by the Consultant will be in writing and subject to all requirements herein. Consultant agrees that it will solely be responsible to County for the performance of this Agreement. Consultant shall pay all sub-contractors in a timely manner. County shall have the right to prohibit Consultant from using any sub-contractor.

28. ASSURANCES:

(a) In providing services required by this Agreement, Consultant agrees to observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Consultant's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.

(b) Consultant assures that it will not transfer or assign its interest in this Agreement without written consent of County. Consultant understands that in the event that all or substantially all of Consultant's assets are acquired by another entity, Consultant is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Consultant's interest in this Agreement to an entity that acquires all or substantially all of Consultant's assets is subject to formal approval by the Commissioners Court.

(c) Consultant, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Consultant further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.

(d) Consultant assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. Consultant agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

(e) Consultant agrees to adhere to confidentiality requirements, as applicable, for the services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.

(f) Consultant assures that it will not use any information, documents, or data provided to Consultant by County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.

(g) Consultant agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

(h) Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Consultant shall furnish County satisfactory proof of compliance therewith.

(i) Consultant certifies that it is not aware of any conflicts of interest involving any Galveston County official or employee related to this Agreement or the services provided under this Agreement.

(j) Consultant certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Galveston County.

(k) Consultant will develop and implement an agency-wide drug free work place policy. Consultant will also require that all contracts between itself and sub-contractors also comply with said requirements.

(l) Consultant understands that reimbursement for costs under this Agreement shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.

(m) Under Section 231.006, Texas Family Code, Consultant certifies to County that Consultant is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Consultant hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

(n) Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits Galveston County from entering into a contract with a corporation which is delinquent in paying taxes under Chapter 171 of the Tax Code, Consultant, by executing this Agreement, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the County.

(o) Consultant understands and agrees that the services being provided under this Agreement by Consultant is or may be subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under said Act. If necessary and/or applicable, Consultant agrees to strictly comply with the HIPAA and the regulations issued under the HIPAA and to execute any documents that may be required by the HIPAA or the HIPAA Privacy Regulations. Failure of Consultant to comply with the HIPAA or the HIPAA Privacy Regulations if necessary and/or applicable shall be a default and/or material breach of this Agreement and may result, at the sole discretion of County, in the immediate termination of this Agreement. **CONSULTANT SHALL BE SOLELY LIABLE FOR ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES OF EVERY KIND AND NATURE RESULTING**

FROM OR ARISING UNDER THIS AGREEMENT DUE TO NONCOMPLIANCE OR OTHER VIOLATION OF THE HIPAA AND THE REGULATIONS ISSUED UNDER THE HIPAA.

(p) Consultant certifies to County that Consultant is not delinquent on the repayment of any federal, state, or local debt or other obligation.

(q) Consultant certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

Consultant shall pay all sub-contractors in a timely manner. County shall have no liability to any sub-contractors in the event Consultant does not pay or delays payment to any sub-contractors.

29. PROMPT PAYMENT ACT:

Consultant agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

30. SIGNATORY WARRANTY:

The person or persons signing and executing this Agreement on behalf of Consultant, or representing themselves as signing and executing this Agreement on behalf of Consultant, do hereby warrant and guarantee that he, she or they have been duly authorized by Consultant to execute this Agreement on behalf of Consultant and to validly and legally bind Consultant to all terms, conditions and provisions herein set forth. Consultant shall furnish to County a corporate resolution authorizing signatory authority.

31. ACCEPTANCES:

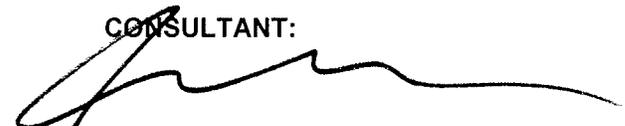
By their signatures below, the duly authorized representatives of County and Consultant accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2013.

GALVESTON COUNTY:

BY: Mark Henry
Galveston County Judge

CONSULTANT:



BY: Carl R. Griffith
President & CEO

APPROVED AS TO FORM*:

BY:

ATTACHMENT "A"

SCOPE OF WORK

I. DATA COLLECTION AND EVALUATION

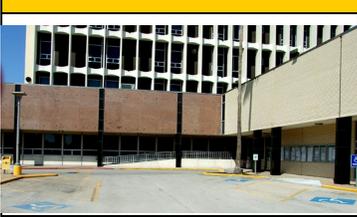
1. Preliminary assessment of the entire criminal justice system, with a particular focus on the extent to which the jail inmate populations is impacted by the presence or absence of intra-system coordination and cooperation.
2. Evaluate the criminal justice Information Technology system, including the extent to which the system allows real time automated tracking of a defendant through the system, as well as the extent to which information is fully accessible to all components of the criminal justice system.
3. Conduct demographic study of Galveston County, population trends and projections, including offender demographics, crime trends and projections.
4. Conduct interviews with employees and key officials across the criminal justice system to take advantage of the experience and insights of the people working in the system on a daily basis. Actively solicit perspectives on how the system functions well and how it could be improved.
5. Collection and review of policies both within each component of the system and those policies that may impact the system across components. Assess the extent to which the various component policies address intra-system processes, including those policies that could impact the speed with which cases are adjudicated.
6. Assess level of interaction and communications between the various components of the criminal justice system.
7. Interview representatives from law enforcement agencies utilizing the jail to gather information about arrest practices, use of alternative to arrest, enforcement posture on minor offenses (those punishable by fine only) and perceptions of the system.
8. Interview representatives of the defense bar to weigh perceptions on the various components of the system and gather information on ease of interaction with the system, including access to incarcerated clients.
9. Evaluate pre-trial release processes, including the Pre-Trial Release Office, if any, court rules as they relate to setting bail, release on recognizance, presence of alternative pre-trial release options (i.e., electronic monitoring, work-release, etc).
10. Gather information on docketing practices, including the availability of expedited docketing for defendants who are incarcerated while awaiting trial.
11. Assess accelerated disposition program, if any, which may allow defendants to enter a plea to expedite sentencing.
12. Gather data on time from arrest to indictment to trial and final disposition for defendants who are incarcerated while awaiting trial compared to defendants who are not in custody.
13. Determine the availability and extent of alternative sentencing options.

14. Work with the Sheriff and his staff to conduct an operational review of the jail, including:
- A. staffing (including approved staffing levels, minimum shift staffing requirements, scheduling and deployment, recruiting, training, retention and attrition);
 - B. overtime expense and identification of contributing factors (i.e., inadequate staffing, sick time utilization, vacation, training requirements, etc.)
 - C. jail population by demographics, offense(s) charged, classification (including gang-affiliated inmates and inmates who must be segregated from other inmates).
 - D. current inmate classification system.
 - E. number of beds, configuration, (single person, multi-person, dormitory, segregation, medical, mental health), gender and classification.
 - F. method of meal service (dining hall vs. in housing unit),
 - G. method of delivering recreation, education and religious programming
 - H. method of sick call and administration of medication
 - I. method and extent of inmate movement within the facility
 - J. identify design and operational factors that increase staffing requirements

II. DELIVERABLES

15. Develop inmate population projections over a 20 year period.
16. Develop staffing requirement projections based on inmate population projections.
17. Develop recommendations on changes to the criminal justice system processes that could reduce the need for additional bed space by moving defendants through the system more efficiently.
18. If warranted, develop recommendations for a process to improve communications, information sharing and problem-solving across the various components of the criminal justice system.
19. Develop recommendations for a system of proactively monitoring and managing the jail population.
20. Assist County in implementing those recommendations the County adopts.

AGENDA ITEM #2.a.

Image of Location	Facility and Location	Commish. Pct.	# Per Commish	Total Number	ED Votes November 2012
	Joe Faggard Community Center, 1700 Highway 87, Crystal Beach 77650	Dennard	1	1	331
	Rebecca Sealy Hospital Classroom facility [First Floor] 404 8th Street Galveston 77555	Holmes	1	2	New Replaces Wm. Temple
	Galveston County Court House, 722 Moody, 2nd Floor, Galveston 77550	Holmes	2	3	991
	Alamo School (East Entrance) 5200 N 1/2, Galveston 77550	Holmes	3	4	Replaces Island Community Center
	L A Morgan Elementary, 1410 37th Street, Galveston 77550	Holmes	4	5	536
	Moody Methodist Church, Fellowship Hall, 2803 53rd Street, Galveston 77551	O'Brien	1	6	710
	Weis Middle School, 7100 Steward Road, Galveston 77551	O'Brien	2	7	867
	Seaside Baptist Church, 16534 Termini-San Luis Pass Rd, Jamaica Beach 77554	O'Brien	3	8	301

	Bayou Vista Community Center, 783 C. Marlin Street, Bayou Vista 77563	O'Brien	4	9	352
	Greater St. Matthews Baptist Church, Foyer, 6333 Highway 6, Hitchcock 77563	Holmes	5	10	219
	Highland Creek Camp <i>(formerly Camp Good News)</i> 6205 Delaney Road, Hitchcock 77563	O'Brien	5	11	299
	West County Building, Court Room, 11730 Highway 6, Santa Fe 77510	O'Brien	6	12	902
	Runge Park Community Center, 4605 Peck Avenue, Santa Fe 77517	O'Brien	7	13	811
	Nessler Center 2010 Fifth Avenue North, Texas City 77590	Holmes	6	14	1,273
	Calvary Baptist Church, 517 18th Avenue North, Texas City 77590	Dennard	2	15	528
	Texas City Central Fire Station (Training Room) 1725 North Logan, Texas City, 77590	Dennard	3	16	Replaces Northside Baptist Church

 <p>Recommend considering using the Mid-County Building as a replacement for this polling location</p>	<p>College of the Mainland, Fine Arts/Music Building Foyer 1200 Amburn Road, Texas City 77591</p>	<p>Holmes</p> 	<p>7</p>	<p>17</p>	<p>562</p>
	<p>Carver Park Center "Carter Room" 6415 Park Avenue, Texas City 77591</p>	<p>Holmes</p>	<p>8</p>	<p>18</p>	<p>446</p>
	<p>La Marque City Hall Community Room 1109 Bayou Road La Marque 77568</p>	<p>Holmes</p>	<p>9</p>	<p>19</p>	<p>949</p>
	<p>Dickinson Community Center, 2714 Highway 3, Dickinson 77539</p>	<p>Holmes</p>	<p>10</p>	<p>20</p>	<p>791</p>
	<p>Bay Colony Elementary School 101 Bay Colony Elementary @ Highway 646, League City 77539</p>	<p>O'Brien</p>	<p>8</p>	<p>21</p>	<p>739</p>

Image of Location	Facility and Location	Commish. Pct.			
	San Leon Volunteer Fire Department, 12th Street & Avenue D, San Leon 77539	Dennard	4	22	141
	Bacliff Community Center, 4503 11th Steet, Bacliff 77518	Dennard	5	23	922
	Kemah Civic Center, 800 Harris Avenue @ Highway 146, Kemah 77575	Dennard	6	24	1,074
	Harborview Care Center, 300 Enterprise Avenue, League City 77573	Dennard	7	25	740
	CCISD Admin. Building - Board Room 2425 East Main Street, League City 77573	Dennard	8	26	Replaces Clear Creek Inter. [next door] 740
	League City Civic Center, Rooms 1 & 2, 400 West Walker, League City 77573	Clark	1	27	1,400
	League City Intermediate, Cafeteria 2588 Webster Street, League City 77573	Clark	2	28	872

	Victory Lakes Intermediate School, Practice Gym, 2880 West Walker, League City 77573	Clark	3	29	573
	Bauerschlag Elementary 2051 West League City Parkway, League City, 77573	Clark	4	30	907
	Dominion Church 401 Landing Blvd. League City 77573	Clark	5	31	630
	Creekside Intermediate School Gym (North), 4320 West Main, League City 77573	Clark	6	32	887
	Friendswood City Hall 910 S. Friendswood Drive, Friendswood 77546	Clark	7	33	1,354
	Friendswood Church of Christ Rooms 15 & 16, 2051 Parkwood Avenue, Friendswood 77546	Clark	8	34	450



**Old Friendswood Junior High
School,
402 Laurel,
Friendswood 77546**

Clark

9

35

442

Ross, Mae

From: Bill Sargent (www.sarges.com) [sarges@sarges.com]
Sent: Monday, July 29, 2013 12:20 PM
To: Ross, Mae
Cc: Chapman, Brandy; Lewis, Roxann; Sullivan, Dwight
Subject: Agenda Item for August 6th Commissioners Court Agenda
Attachments: Nov2013RecommendedElectionDayPollingLocationsJuly24.xls

Mae:

Attached is a second agenda item for the Commissioners Court meeting August 6th.

Language:

Consideration and approval of "core" Election Day countywide vote center polling places for November elections in Odd-Numbered Years

Background:

On July 1st the Elections Division Staff met with representatives of various groups (The Republican and Democrat parties, NAACP, LULAC, TEA Party, election judges and alternates and various local entities: Cities and School Districts) to discuss the continued use of countywide vote centers and the establishing "core" polling locations for use in the November elections. We are required to have 34 such locations and it was generally agreed that we should have 34-36 such locations spread equally throughout the county for November elections in odd-numbered years. We would increase this number to around 40-42 in even-numbered years but always using these "core" polling locations as a starting point.

Based upon this meeting, the comments received from those in attendance, and our best judgment as to what will best serve the voters of Galveston County (*being on major roads with easy access, good internet access, and ADA compliance*), we are recommending a list of 35 locations. They provide eight locations in Commissioners Dennard and O'Brien's precincts, nine in Commissioner Clark's and ten in Commissioner Holmes' precincts.

There are several of locations which we would like to bring to your attention.

UTMB Campus in Galveston: A couple of years back we lost the use of William Temple Episcopal Center when their building was sold. This was within walking distance of the UTMB campus which was one of its biggest sources of voters. We have talked with UTMB and surveyed locations on the UTMB campus and have made arrangements to use a first floor room in the Rebecca Sealy building as a replacement for the William Temple location.

Mid-County Building: In a few elections we have used the College of the Mainland Fine Arts building as a polling location. We have not used it in all November elections. The issues with this polling place are that it is very small in size, it can only accommodate 4 voting machines, and has major parking issues. We are recommending that this location be moved to the Mid-County building which has a large room with easy access, plenty of handicapped and non-handicapped parking, and has good internet connectivity. The down side to moving this location would be the fewer number of people who frequent this location.

CCISD Admin Building: CCISD has completed updating its ADA compliance and their board room is available for our use. For that reason we are recommending that we move from the intermediate school (next door) and go back to using this location as a core polling place.

Alamo School vs. Island Community Center: We were directly asked by the LULAC representatives to use the Alamo location. It is being brought into ADA compliance this month and has plenty of parking and good internet connectivity. The Island Community Center has been used in the past and also has a lot going for it but it also costs the County \$200 a day in rent where Alamo School is available to us at no cost. Because of the close proximity of these two locations it would not be appropriate to have both of them used, especially in odd-numbered years. So, all things being equal and given the specific request by LULAC, we are recommending the use of Alamo School as one of the "core" polling locations and not including the Island Community Center.

Respectfully Submitted:

Sarge

William Sargent

Chief Deputy Clerk for Elections

Office of the County Clerk

Galveston County

AGENDA ITEM #2.b.

RECOMMENDED CORE EARLY VOTING POLLING LOCATIONS

Image of Location	Facility and Location	Commish. Pct.	# Per Commish	Total Number	EV TOTALS FROM NOV 2011
	Joe Faggard Community Center, 1700 Highway 87, Crystal Beach 77650	Dennard	1	1	35
	Bayou Vista Community Center, 783 C. Marlin Street, Bayou Vista 77563	O'Brien	1	2	178
	West County Building, Court Room, 11730 Highway 6, Santa Fe 77510	O'Brien	2	3	331
	Nessler Center 2010 Fifth Avenue North, Texas City 77590	Holmes	1	4	226
	Carver Park Center "Carter Room" 6415 Park Avenue, Texas City 77591	Holmes	Recommend replacing this Early Voting location with La Marque City Hall. In November 2011 there were only 63 votes cast at this location. Comparing the Election Day total votes in Nov. 2012 Carver Park had only 446 votes cast compared to 949 at La Marque City Hall. La Marque had over twice as many votes cast than Carver Park.		
	La Marque City Hall Community Room 1109 Bayou Road La Marque 77568	Holmes	2	5	Replacement for Carver Park. See discussion above.
	Bacliff Community Center, 4503 11th Steet, Bacliff 77518	Dennard	2	6	122
	North County Annex 174 Calder Road, League City	Clark	1	7	547

	Friendswood City Hall 910 S. Friendswood Drive, Friendswood 77546	Clark	2	8	363
	<i>Not Included in the count (formula) for equal distribution between Commissioners Precincts</i> County Justice Center, 600 59th Street, Galveston 77551	N/A	N/A	9	242
Total Number of Votes Cast in Early Voting - November 2011			2,107	2,107	
Total Cost for Early Voting Election workers - November 2011			\$56,393.00		
Average Cost to the County per vote cast			\$26.76		

Number of Votes Cast by day

Monday	166
Tuesday	172
Wednesday	155
Thursday	131
Friday	198
Saturday	94
Monday	179
Tuesday	227
Wednesday	179
Thursday	216
Friday	390

Ross, Mae

From: Sargent, William
Sent: Thursday, July 25, 2013 2:05 PM
To: Ross, Mae
Cc: Chapman, Brandy; Sullivan, Dwight
Subject: August 6th Early Voting Polling Locations: Commissioners Court Agenda Item
Attachments: Nov2013RecommendedEARLYVOTINGPollingLocationsJuly24.xls

Please place the following item on the Commissioners Court agenda for August 6th

Establishment of Early Voting Polling Locations for November of odd numbered years

Background:

In November 2011 we had eight Early Voting branch locations, two per commissioner, plus the main polling place at the Justice Center (*as required by the Texas Election Code*). This gives people wanting to vote early in Constitutional Amendment Elections a total of nine Early Voting locations.

We are continuing with the same polling locations used in November 2011 with the exception of one.

We are recommending moving the Carver Park location to La Marque City Hall.

This recommendation is because

(1) in November 2011 there were only 63 votes cast at this polling place [*the least number of votes of all the polling locations other than the Joe Faggard Community Center*] and

(2) on election day November 2012 there were more than double the votes cast at the La Marque City Hall than at Carver Park (949 verses 446).

In other words, because experience indicates that more voters use the La Marque City Hall location, we are recommending that this polling location be moved for November elections in odd numbered years. Carver Park would be added back in the mix for elections in November of even numbered years.

In addition we are recommending that Early Voting not be held on the weekends.

Discussion:

The Texas Election Code does not mandate that Early Voting occur on weekends in Constitutional Amendment Elections (odd numbered years). Experience has shown that there is a major drop in the number of voters on weekends (*see the attached data*).

In November 2011 the Court decided, for this very reason, to only have the polls open on Saturday and from 8 a.m. to 5 p.m. Even so, there were only 94 votes cast at the nine polling locations across the county with one location having no votes casts at all

and the location with the highest number of votes cast being 19 for that day (*about 2 votes per hour*).

In an effort to control the cost of this election while also ensuring that voters have ample opportunities to vote, we are recommending that the Early Voting locations only be open on weekdays with the hours for the second week being from 7 a.m. to 7 p.m.

See the data and information attached which shows the polling locations we are recommending, along with vote totals from the November 2011 early voting.

Respectfully Submitted

Sarge

*William Sargent
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