



WALKER COUNTY COMMISSIONERS COURT

1100 University Avenue
Huntsville, Texas 77340
936-436-4910



DANNY PIERCE
County Judge

DANNY KUYKENDALL
Commissioner, Precinct 1

REVISED AGENDA
SPECIAL SESSION
MONDAY, NOVEMBER 30, 2020
9:00 A.M.
Room 104

BILL DAUGETTE
Commissioner, Precinct 3

RONNIE WHITE
Commissioner, Precinct 2

JIMMY D. HENRY
Commissioner, Precinct 4

CALL TO ORDER

- Announcement by the County Judge whether a quorum is present.
- Certification that public Notice of Meeting was given in accordance with the provisions of Section 551.001 et. Seq. of the Texas Government Code.

GENERAL ITEMS

- Prayer – Pastor James Necker
- Pledge of Allegiance
- Texas Pledge – “Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible”
- Citizen Input

CONSENT AGENDA

None

DEPARTMENT REPORTS

None

STATUTORY AGENDA

Emergency Management

1. Discuss and take action on Memorandum of Understanding with Curative for free COVID-19 testing. – Butch Davis
- #### **Information Technology**
2. Discuss and take action on Microsoft 3-Year Contract Renewal for Microsoft Software, Licenses and Azure Government Services. – Dan Early

EXECUTIVE SESSION

If during the course of the meeting covered by this notice, Commissioners Court shall determine that a closed meeting of the Court is required, then such closed meeting as authorized by Texas Government Code 551, sub-chapter D, will be held by the Commissioners Court at the date, hour, and place in this notice or as soon after the commencement of the meeting covered by this notice as the Commissioners Court may conveniently meet in such closed meeting concerning any and all subjects and for any and all purposes permitted by Chapter 551, sub-chapter D, inclusive of said Texas Government Code, including but not limited to:

- Section 551.071** For the purpose of private consultation between the Commissioners Court and its attorney when the attorney’s advice with respect to pending or contemplated litigation settlement offers, and matters where the duty of the Commissioners Court counsel to his client pursuant to the Code of Professional Responsibility of the State Bar of Texas clearly conflicts with the Open Meetings Act.
- Section 551.072** For the purpose of discussion with respect to the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person
- Section 551.073** For the purpose of deliberation regarding prospective gifts or to deliberate a negotiated contract for prospective gift or donation to the Commissioners Court or Walker County, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.
- Section 551.074** For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless such officer or employee requests a public hearing.
- Section 551.076** To discuss the deployment, or specific occasions for implementation of security personnel or devices.
- Section 551.086** Deliberation regarding economic development negotiations.

INFORMATION ITEMS

- Questions from the media
- Commissioners Court

ADJOURN

On this 24th day of November, 2020, the Executive Administrator to the County Judge filed this notice, and was posted at the main entrance of the Walker County Courthouse.



Danny Pierce
County Judge


I, the undersigned County Clerk, do hereby state that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and I posted a true and correct copy of said Notice on the Courthouse Public Notices area of Huntsville, Walker County, Texas, at a place readily accessible to the general public at all times on the 24th day of November, 2020 and said Notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Dated this 24th day of November, 2020.



Kari A. French, County Clerk

FILED FOR POSTING
At 5:33 o'clock PM

NOV 24 2020
KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By  Deputy

Walker County Mobile Testing Agreement

WHEREAS, the **Walker County** wishes to launch additional COVID testing programs within the county that are generally available to the public; and

WHEREAS, Curative Inc. ("Vendor"), is in the process of completing a self-serve (pilot phase, subject to modifications) to the public Kiosk for COVID testing; and

WHEREAS, **Walker County** has agreed to allow testing to take place at its property at the 455 SH 75 N, Huntsville, TX 77320 and give access to the Vendor for the duration of the agreement

WHEREAS, Vendor and the **Walker County** (together, the "Parties") wish to collaborate on such COVID testing;

Subject to the terms and conditions below, **Walker County** , at no charge to Vendor shall provide a public area for placement of Vendor supplied kiosk, and Vendor shall supply such van or kiosk, at no charge to **Walker County** on the following days: **December 16 2020- February 16, 2021**. The site will be in operation from Monday - Sunday 8am-5pm. This is subject to change at the discretion of the Vendor.

1. 1. Vendor shall comply with all **Walker County** property and facility rules and regulations.
1. 2. Vendor shall be considered an independent contractor and neither the Vendor nor its workers or consultants shall, under any circumstances, be considered employees of the Walker County .
1. 3. The **Walker County** shall not be liable for any damage caused by acts of nature, i.e. power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by the vendor.
1. 4. The Vendor agrees that all personal property upon the premises shall be at the risk of the Vendor, and that the **Walker County** shall not be liable for any damages, losses or theft thereof.
1. 5. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the operation of the kiosk during hours defined by the Vendor.
1. 6. Vendor shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1 million per occurrence, \$2 million aggregate Vendor shall also secure and maintain workers' compensation insurance if Vendor has employees as required by State law.
1. 7. Vendor shall only operate in the approved van location within the area specified by the **Walker County** . The specified location is the Storm Shelter Parking Lot located at 455 SH 75 N, Huntsville, TX 77320.

1. 8. The partner will furnish electricity in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to the college listing specific needs.
1. 9. **Walker County** agrees to advertise and publicize the kiosk, and receive data from Vendor, and provide constructive feedback to Vendor. **Walker County** agrees to consult Curative regarding any advertisement, social media post, press release, or public commentary regarding the kiosk operation prior to publicizing or publication.
1. 11. Kiosk and all intellectual property associated with such shall remain the sole and exclusive property of Vendor.
1. 12. Upon the expiration or termination of this Agreement, Vendor shall remove all goods, belongings, and fixtures belonging to the Vendor, and shall leave the provided area, in the condition in which it was received, reasonable wear and tear expected. Either Party may terminate this Agreement by providing written notice to the other.

COMPLIANCE WITH LAWS

2. 1. The Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations.

Signature:

Date:

Name and Title: _____

Curative Inc:

Signature:

Date:

Name and Title:



Pricing Proposal
Quotation #: 19611567
Created On: 10/27/2020
Valid Until: 12/16/2020

WALKER COUNTY

Dan Early

PO BOX 1260
ATTN: ACCOUNTS PAYABLE
HUNTSVILLE, TX 77342
United States
Phone: 9364364940
Fax:
Email: dearly@co.walker.tx.us

Inside Account Manager

Jeremy Freedman

Questions, quote requests, and
PO's please send to:
Texas@shi.com

SHI Government Solutions

3828 Pecana Trail
Austin, TX 78749
Phone: 1-800-870-6079 x 6526675
Fax: 512-732-0232
Email: Jeremy_Freedman@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CoreCAL ALNG SA MVL Pltfrm UsrCAL Microsoft - Part#: W06-01072 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	227	\$41.75	\$9,477.25
2 WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	227	\$38.47	\$8,732.69
3 OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	227	\$86.77	\$19,696.79
4 ExchOnlnPrctn ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 6JT-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	227	\$10.80	\$2,451.60
5 AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1	\$0.00	\$0.00
6 ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1	\$712.18	\$712.18
7 SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961 Contract Name: Microsoft Software VAR	44	\$33.56	\$1,476.64

Contract #: DIR-TSO-4092

8	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	4	\$144.89	\$579.56
9	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	8	\$576.29	\$4,610.32
10	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	10	\$99.05	\$990.50
11	VSEntSubMSDN ALNG SA MVL Microsoft - Part#: MX3-00117 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1	\$1,053.54	\$1,053.54
12	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	120	\$18.01	\$2,161.20
			Total	\$51,942.27

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.