

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 28, 2020
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

Virtual Meeting Notice: Pursuant to the suspension of various provisions of the Texas Open Meetings Act implemented by Governor Greg Abbott on March 16, 2020 due to the Coronavirus Disease (COVID-19), the Williamson County Commissioners Court will be conducting its meeting virtually by video/audio conferencing. Members of the public may watch the virtual meeting live by going to <http://www.wilco.org/livemeetings>. Members of the public who wish to address the Commissioners Court during the Public Comment Period or on a particular agenda item may do so, in person, at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, pursuant to the Rules of Procedure, Conduct, and Decorum at Meetings of the Williamson County Commissioners Court and pursuant to the Social Distancing Requirements of the Stay Home Stay Safe Order (as may be amended) issued by Williamson County Judge Bill Gravell, Jr. on March 24, 2020.

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items - NONE)

REGULAR AGENDA

4. Discuss, consider and take appropriate action on acceptance and distribution of funds via the CARES Act.
5. Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health related matters, issues, business and concerns pertaining to the Coronavirus Disease 2019 (COVID-19).
6. Discuss, consider and take appropriate action regarding acceptance of donation(s) from Cleanint of its Cleanpen (a housed sponge that cleans styluses & pencils that could be used by voters at the ballot marking devices) and Cleanhands (portable, belt clip-on hand sanitizer module) products to be used by voters and poll workers during the 2020 elections in Williamson County (Pursuant to Tex. Loc. Gov't Code § 81.032) to support public health measures in response to the COVID-19 pandemic.
7. Discuss, consider and take appropriate action on a line item transfer for the Elections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0376.0376.004506	COMPUTER PRGM/MAINT	\$15,000.00
To	0376.0376.004251	ELECTION SUPPLIES	\$15,000.00

8. Discuss, consider and take appropriate action on information related to personal protective equipment (PPE) for first responders related to COVID-19 activities.
9. Discuss, consider and take appropriate action on an Amended Emergency Childcare Services Agreement between Williamson County and The YMCA of Greater Williamson County.
10. Discuss, consider, and take appropriate action on ratifying the purchase of 20,000 Medical Gowns from ZaaZ Medical in the amount of \$145,000 to support Williamson County Emergency Services Operations, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).
11. Discuss, consider and take appropriate action on approving the Laboratory Reference Agreement between Williamson County and American Institute of Toxicology, Inc. to provide clinical laboratory services in relation to COVID-19 testing, exempting the purchase of these services from the competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2) and authorizing execution of the agreement.
12. Discuss, consider and take appropriate action in relation to the use of Williamson County facilities, vehicles and property by Big Fish Entertainment, LLC and A&E Network for purposes of filming and publishing the television series Live PD without the consent, license or authority of the Williamson County Commissioners Court.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

13. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - b) Discuss the acquisition of real property for CR 176 at RM 2243
 - c) Discuss the acquisition of real property: O'Connor Signal Project
 - d) Discuss the acquisition of real property: CR 200
 - e) Discuss the acquisition of real property for County Facilities.
 - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - h) Discuss the acquisition of real property for Hairy Man Rd.
 - i) Discuss the acquisition of real property for N. Mays.
 - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - k) Discuss the acquisition of real property for CR 111.
 - l) Discuss the acquisition of real property for Corridor H
 - m) Discuss the acquisition of real property for future SH 29 corridor.
 - n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - o) Discuss the acquisition of right-of-way for Corridor C.
 - p) Discuss the acquisition of right-of-way for Corridor F.
 - q) Discuss the acquisition of right-of-way for Corridor D.
 - r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - s) Discuss the acquisition of right-of-way for Reagan extension.
 - t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
 - u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
 - v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
 - x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
 - y) Discuss the acquisition of the MKT Right of Way
- B. Property or Real Estate owned by Williamson County
- Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss possible sale of +/- 10 acres located on Chandler Road near the

County Sheriff's Office Training Facility

- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

14. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Liberty

15. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Employee/personnel related matters
- d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- f) Case No. 1:17-cv-00290, Rodney A. Hurdsmann v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
- g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.

- i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- k) Valerie Adams - EEOC Charge No. 450-2018-03807
- l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- n) BANGL Pipeline Project
- o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
- r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- u) Claim of Regina Wright.
- v) Law on use of County facilities.
- w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

- 16.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

- 17.** Discuss and take appropriate action concerning economic development.
- 18.** Discuss and take appropriate action concerning real estate.

19. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
 - n) BANGL Pipeline Project
 - o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
 - p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
 - q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
 - r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
 - s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
 - t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
 - u) Claim of Regina Wright.
 - v) Law on use of County facilities.
 - w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson

County, Texas.

x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

- 20.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
- 21.** Comments from Commissioners.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 24th day of April, 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 04/28/2020

COVID-19

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health related matters, issues, business and concerns pertaining to the Coronavirus Disease 2019 (COVID-19).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 04/22/2020

Reviewed By

Andrea Schiele

Date

04/22/2020 04:59 PM

Started On: 04/22/2020 04:58 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 04/28/2020

Acceptance of Donation to Elections Department

Submitted For: Chris Davis**Submitted By:** Jenifer Favreau,
Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding acceptance of donation(s) from Cleanint of its Cleanpen (a housed sponge that cleans styluses & pencils that could be used by voters at the ballot marking devices) and Cleanhands (portable, belt clip-on hand sanitizer module) products to be used by voters and poll workers during the 2020 elections in Williamson County (Pursuant to Tex. Loc. Gov't Code § 81.032) to support public health measures in response to the COVID-19 pandemic.

Background

Cleanint made contact with the Elections Department and demonstrated to the Elections Administrator how the company's Cleanpen product could work to sanitize pens, pencils or stylus devices used at ballot marking devices at in-person polling locations. The device uses a sponge that is soaked in a solution that kills bacteria and viruses.

Cleanint has offered to donate Cleanpens and sponges to the Elections Department for use at ballot marking device to be deployed for elections in 2020. Cleanint has also offered to donate a supply of Cleanhands clip-on hand sanitizer packs for use by pollworkers at the polling location. Cleanint estimates the amount of the donation to the Elections Department to be valued at approximately \$23,000.00.

The Elections Department seeks acceptance of this donation with the explicit understanding that there are no guarantees of future commitments and no official sponsorship or endorsement will be given to the Cleanint organization or the Cleanint donated products.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Clean Pen

Clean Hands

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jenifer Favreau

Final Approval Date: 04/23/2020

Reviewed By

Andrea Schiele

Date

04/23/2020 11:15 AM

Started On: 04/22/2020 04:32 PM





Commissioners Court - Regular Session**7.****Meeting Date:** 04/28/2020

Line Item Transfer for Elections Department

Submitted For: Chris Davis**Submitted By:** Jenifer Favreau,
Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Elections Department.

Background

This transfer is to allow for the purchase of one-hundred (100) protective shield barriers for use at voter check-in stations at in-person polling locations in response to the COVID-19 pandemic. These shields are designed to support public health measures at polling locations by providing a barrier between voters and poll workers. We hope to have these shields in use when Early Voting begins on July 6, 2020 for the Democratic Primary Runoff Election on July 14, 2020. They will also be used for future elections, including the November 3, 2020 Presidential Election with Early Voting beginning on October 19, 2020. An approved ICS 213RR has been obtained from the Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0376.0376.004506	COMPUTER PRGM/MAINT	\$15,000.00
To	0376.0376.004251	ELECTION SUPPLIES	\$15,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jenifer Favreau

Final Approval Date: 04/23/2020

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

04/22/2020 11:34 AM

04/23/2020 11:01 AM

Started On: 04/22/2020 10:48 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 04/28/2020

Discussion of PPE

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on information related to personal protective equipment (PPE) for first responders related to COVID-19 activities.

Background

Review current inventory levels and data projections for PPE and future projected purchases.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

04/23/2020 08:41 AM

Form Started By: Michael Knipstein

Started On: 04/23/2020 07:47 AM

Final Approval Date: 04/23/2020

Commissioners Court - Regular Session**9.****Meeting Date:** 04/28/2020

Amended YMCA Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Amended Emergency Childcare Services Agreement between Williamson County and The YMCA of Greater Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amended YMCA Contract

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

04/23/2020 10:08 AM

Form Started By: Charlie Crossfield

Started On: 04/23/2020 09:57 AM

Final Approval Date: 04/23/2020

**AMENDED EMERGENCY CHILDCARE SERVICES AGREEMENT
BETWEEN WILLIAMSON COUNTY AND THE YMCA OF GREATER WILLIAMSON
COUNTY**

THIS AMENDED EMERGENCY CHILDCARE SERVICES AGREEMENT is made and entered into by and between WILLIAMSON COUNTY (the “County”) and the YMCA OF GREATER WILLIAMSON COUNTY (the “YMCA”).

ARTICLE I – RECITALS

WHEREAS, on March 14, 2020, the County issued an Order Declaring a Local State of Disaster for Williamson County (the “Act”) in order to limit the development and track the spread of the coronavirus disease 2019 (COVID-19) in Williamson County; and

WHEREAS, thereafter Williamson County School Districts have taken necessary precautions and closed schools to the children of Williamson County; and

WHEREAS, Williamson County has a duty to provide essential government services to its citizens; and

WHEREAS, multiple first responders and essential government employees of Williamson County have little or no ability to place their school aged children in the care of others and be at work; and

WHEREAS, Williamson County has no ability to provide staffing or services to care for the children of essential government employees of Williamson County; and

WHEREAS, YMCA has a historical capability of providing child care services, in facilities with safe environments, and staff trained to provide such care;

WHEREAS, it is agreed that Williamson County and the YMCA of Greater Williamson County will provide child care to employees of Williamson County for the governmental purpose to meet the emergency needs of providing essential services to the citizens of Williamson County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, YMCA and County agree as follows:

ARTICLE II – YMCA OBLIGATIONS

2.01 YMCA will provide facilities and staffing for the care of up to 150 children of registered participation as determined by the County. Child care services will be provided between the hours of 7:00 AM and 6:00 PM, Monday through Friday. Such services and staffing will be located at YMCA facilities throughout Williamson County as the YMCA may deem appropriate based upon the capacity of each facility to assure limitation and contraction and spread of COVID-19 in Williamson County. Williamson County will provide medical protocols and as is necessary,

the screening personnel for admission to each site. Williamson County will coordinate with the YMCA for the provision of food for the county participants, which may be obtained from School Districts within the County, but under all circumstances at no cost to the YMCA

2.02 It is understood that YMCA may contract with other municipalities within Williamson County to provide similar services and staffing.

2.03 YMCA agrees that the maximum number of participants in the program at any given time will be 220 participants, but the YMCA will reserve the first 50 participants for children of the essential employees of the County.

2.04 YMCA and County agree that they have entered into this Agreement with the understanding that this is furthering the governmental purpose as stated under the Emergency Order and is to provide governmental immunity to YMCA to the greatest extent possible.

ARTICLE III – COUNTY OBLIGATIONS

3.01 County agrees to compensate YMCA an amount of Twenty-Five Dollars (\$25) per child per day, Monday through Friday, with a minimum payment of Six Thousand Two Hundred Fifty Dollars (\$6,250) per week. If there are more than 50 County participants, County will pay YMCA an additional Twenty-Five Dollars (\$25) per child per day. YMCA invoices shall be sent to:

Williamson County Auditor's Office
Attn: Julie Kiley
710 S. Main St. Ste. 301
Georgetown, Tx 78626

3.02 YMCA and County agree to re-assess the compensation stated above within two weeks after the initiation of the program.

ARTICLE IV – TERM

4.01 This Agreement shall commence on April 6, 2020 and shall end on May 29, 2020, unless otherwise agreed by YMCA and County in writing. This Agreement may be terminated by either Party for any reason after provision of seven (7) days written notice to the non-terminating party.

ARTICLE V –INDEMNITY

5.01 Williamson County hereby agrees to indemnify and hold harmless, and does hereby indemnify and hold harmless the YMCA of Greater Williamson County, its Board of Directors, and its employees and agents from and against all suits, actions or claims of any character, type or description, including attorney's fees and all costs incurred in the defense of any such claim, brought or made for or on account of any injury, illness, death or damage received or sustained by any person including any participant or volunteer arising out of, or occasioned by, or otherwise arising in connection with this agreement, to the extent allowed by law.

ARTICLE VI – GENERAL PROVISIONS

6.01 Authority. This Agreement is entered, in part, pursuant to the authority of the Act. The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.

6.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will not be affected and this Agreement will be construed as if the invalid or unenforceable provision(s) had never been included.

6.03 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

6.04 Entire Agreement. This Agreement including the Recitals, constitute the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

6.05 Amendments. This Agreement may not be amended or modified except in writing executed by both YMCA and Williamson County, and authorized by their respective governing bodies.

6.06 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

6.07 No Third-Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

6.08 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

6.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

6.10 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery; transmitted to a Party by confirmed fax; or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

County: Williamson County
Attn: County Judge
710 Main Street, Suite 101
Georgetown, TX 78626
Fax: (512) 943-1550

YMCA: YMCA of Greater Williamson County
Attn: Executive Director
1812 N. Mays
Round Rock, TX 78680
Fax: (512) 246-9622

Either Party may designate any other person or address for notice by written notice to the other Party.

6.11 Authority. YMCA and County have authorized and approved this Agreement by resolution or action adopted by their respective governing bodies at meetings held in compliance with the Texas Open Meetings Act.

6.12 Audit. YMCA agrees that the County or its duly authorized representatives will, until the expiration of three (3) years after the County's payment described above, have the right of access to and the right to examine and photocopy any and all books, documents, papers and records of YMCA that are directly pertinent to the costs of the program (collectively, "Audits"). YMCA agrees that the County will be provided with access at the offices of the YMCA during normal working hours and that the YMCA will provide the County with adequate and appropriate workspace to conduct such Audits in compliance with the provisions of this subsection. The County agrees that, as a condition to its right to conduct such Audits and being provided such workspace, it will give the YMCA with reasonable advance notice of the date, time and purpose of such Audits.

6.13 Prompt Payment Policy

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the County to YMCA will be made within thirty (30) days of the date the County receives services under this Agreement, or the date the City receives a correct invoice for the services,

whichever is later. YMCA may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the County in the event:

- (a) There is a bona fide dispute between the County and YMCA about the service performed that cause the payment to be late; or
- (b) The invoice is not mailed to the County in accordance with any instruction on the purchase order relating to the payment.

EFFECTIVE this 6th day of April, 2020.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK-
SIGNATURE PAGES TO FOLLOW]

ACCEPTED AND AGREED TO:

WILLIAMSON COUNTY

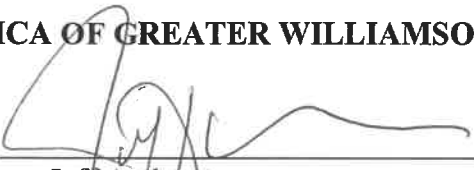
By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
County Clerk, Nancy Rister

ACCEPTED AND AGREED TO:

YMCA OF GREATER WILLIAMSON COUNTY

By:  _____
Jeff Andresen
Its: CEO _____

Commissioners Court - Regular Session**10.****Meeting Date:** 04/28/2020

Ratification of PPE Purchase from ZAAZ Medical

Submitted For: Randy Barker**Submitted By:** Kerstin Hancock,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on ratifying the purchase of 20,000 Medical Gowns from ZaaZ Medical in the amount of \$145,000 to support Williamson County Emergency Services Operations, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

Background

This PPE purchase is to support operations during the COVID-19 disaster. Funding source: 01.0100.0409.004987. Department contact: Larry Gaddes.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/22/2020 05:14 PM
County Judge Exec Asst.	Andrea Schiele	04/23/2020 08:42 AM
Form Started By: Kerstin Hancock		Started On: 04/22/2020 08:04 AM
Final Approval Date: 04/23/2020		



QUOTE

Zaaz Medical
9668 Westheimer Road
#200-95
Houston, TX 77063
(281) 715-0035

Quote #	DATE
042120	4/21/2020

BILL TO

Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX. 78626

DESCRIPTION	AMOUNT
Medical Gown (Blue) – Part Number – MG35S Price Per Each - \$7.25 EA – Total Quantity Requested – 20,000 Shipping from Houston (customs) to customer directly is included for this order Pricing is only good or 4/21/2020 Only	\$145,000.00
<i>Thank you for your business!</i>	TOTAL \$145,000.00

please contact Weston@zaazmedical.com with questions

Commissioners Court - Regular Session**11.****Meeting Date:** 04/28/2020

Approving Laboratory Reference Agreement

Submitted For: Randy Barker**Submitted By:** Thomas Skiles,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Laboratory Reference Agreement between Williamson County and American Institute of Toxicology, Inc. to provide clinical laboratory services in relation to COVID-19 testing, exempting the purchase of these services from the competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2) and authorizing execution of the agreement.

Background

The American Institute of Toxicology, Inc. (AIT) is a laboratory located in Denton, Texas that provides laboratory testing services. This agreement provides that the county will pay AIT a fee of \$75.00 per specimen for Infectious Disease ("ID") Testing for the COVID-19 pathogen as ordered by an authorized ordering provider. The intent of the agreement is to provide for testing of Williamson County's first responders during the COVID-19 pandemic.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/23/2020

Reviewed By

Randy Barker

Andrea Schiele

Date

04/22/2020 05:13 PM

04/23/2020 08:44 AM

Started On: 04/22/2020 03:27 PM

LABORATORY REFERENCE AGREEMENT

THIS LABORATORY REFERENCE AGREEMENT (the "Agreement") is made and entered into effective as of the last Party's execution below (the "Effective Date"), by and between the Williamson County, Texas, a political subdivision of the State of Texas ("Client") and American Institute of Toxicology, Inc, an Indiana corporation ("AIT").

WITNESSETH:

WHEREAS, AIT is engaged in the business of providing laboratory testing services;

WHEREAS, Client is in need of certain reference clinical laboratory services; and

WHEREAS, Client desires to contract with AIT to provide clinical laboratory services and AIT desires to provide said services (the "Services").

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions herein contained, the parties agree as follows:

1. TESTING SERVICES.

1.1 Engagement. Client hereby engages AIT as its preferred provider of Services as set forth herein in Exhibit A, and any additional services the parties may agree to add from time-to-time in writing. AIT agrees to perform such Services for Client.

1.2 Requisition, Supplies and Courier Service. AIT shall provide Client with electronic requisitioning (each, a "Requisition") utilizing an electronic requisitioning system or software product selected by AIT. Client shall complete a Requisition for each Service requested by Client, as Client may choose to order in Client's sole discretion. AIT, at its expense, shall provide or arrange for all reasonably necessary supplies for the collection, preparation, storage and transportation of specimens by Client to AIT; provided, however, that Client shall use such supplies solely in connection with collection and preparation of specimens for AIT. Client represents, warrants and covenants that all specimens delivered to AIT hereunder shall be properly contained and secured to ensure the integrity of the specimens upon delivery.

1.3 Performance of Services. Upon request by Client, AIT shall perform the Services and shall report the results to Client via electronic results delivery. During the Term, AIT's facilities shall remain duly licensed clinical laboratories under applicable federal, state and local law, and AIT shall maintain a quality management program which complies with all Clinical Laboratory Improvement Amendment ("CLIA") standards related to the provision of laboratory services. AIT shall perform the Services in compliance in all material respects with all applicable laws and regulations. In the event that Client requests a laboratory service that is not provided by AIT at the time of such request, AIT shall arrange for the provision of testing through a reference laboratory selected by AIT.

2. FEES.

2.1 Fees. Client agrees to pay for the Services provided by AIT under this Agreement and the fees (and all related increases described in this Section) set forth in Exhibit A. On the first anniversary of the effective date of this Agreement, and anniversary thereafter, AIT will adjust the fees set forth on Exhibit A by a percentage equal to the percentage change, if any, up or down, in the United States Department of Labor Consumer Price Index for all urban consumers (U.S. City Average) published by the Bureau of Labor Statistics ("CPI") for the preceding twelve (12) months.

2.2 Billing and Payment. Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify AIT of the discrepancy. Following Client's notification of any discrepancy as to an invoice, AIT must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Client shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

2.3 Fair Market Value. If for any reason at any time, AIT's fees are no longer consistent with fair market value taking into consideration the valuation principles applied by the parties to determine the fair market value of Services as of the Effective Date, Client and AIT agree to renegotiate in good faith to make the fees again consistent with fair market value.

2.4 Standard of Care. If, during the term of this Agreement, any nationally recognized professional medical association makes recommendations that affect a standard of care for testing, the parties will work in good faith to agree on an appropriate rate of payment for testing affected by the new or modified standard of care on a fee for service basis. Notwithstanding the above, AIT will not perform any such tests unless AIT consents in advance to the performance of such testing and the applicable fees to perform such testing.

3. TERM AND TERMINATION.

3.1 Term. This agreement shall become effective as of the Effective Date, and, subject to the terms hereof, shall continue for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement may be renewed, by written amendment signed by the Parties, for additional periods of one (1) year each (each, a "Renewal Term"). The Initial Term and applicable Renewal term shall collectively be referred to as the "Term."

3.2 Termination. Either party may terminate this Agreement immediately upon written notice in the event (a) the other party materially breaches the terms of this Agreement and fails to cure such breach within thirty (30) days following written notice from the other party; (b) either party is suspended or excluded from participation in any government healthcare program; or (c) either party: (i) enters into an assignment for the benefit of creditors; (ii) is adjudged bankrupt by a court of competent jurisdiction; (iii) is unable to pay debts as they become due; (iv) has a trustee, receiver or other custodian appointed on its behalf; (v) has any other case or proceedings under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding commenced against it, which case or proceeding is not dismissed within sixty (60) days of filing; or (vi) is convicted of any health care related crime defined in 42 U.S.C. 1320a-7(1). If this Agreement is terminated by either party under this Section, then the parties shall not enter into a services agreement with each other for services the same or substantially similar to those provided under this Agreement for at least one (1) year from the Effective Date. In addition, either party may terminate

this agreement upon thirty (30) days prior written notice to the other without cause, so long as the first year of the term of this Agreement has expired.

3.3 Termination or Modification Due to Statutory or Regulatory Provisions. The parties recognize that this Agreement at all times is subject to applicable local, State, and Federal laws, including but not limited to, the Social Security Act; the rules, regulations and policies of the Department of Health and Human Services; and all public health and safety provisions of state law and regulation. The parties further recognize that this Agreement shall be subject to amendments of, or regulatory interpretations of, such laws and regulations, as well as to any new legislation or regulations that are applicable to this Agreement. Any such provisions of law or regulation that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the parties to be in violation of such provisions of law or regulation shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. The foregoing shall in no way be interpreted to limit the ability of either party to terminate this Agreement pursuant to Section 5.1 below.

3.4 Obligations Upon Termination. The parties agree to maintain the confidentiality of any proprietary or confidential information (the "Information") which they obtain from each other pursuant to this Agreement during the Term of this Agreement and for a period of two (2) years following termination of this Agreement. Each party will return all written proprietary information marked or otherwise identified in writing as proprietary furnished by the other which is still in possession of the party to whom it was furnished on the date of the termination or expiration of this Agreement. The following exceptions shall apply to the obligations set forth in this paragraph: (i) the parties need not hold confidential or refrain from using any Information which was already known to the receiving party, as evidenced by such party's written records, at the time of this disclosure to such party; (ii) the parties need not hold confidential or refrain from using any Information which at the time of the disclosure was already in the public domain; (iii) the parties need not hold confidential or refrain from using any information which subsequent to its disclosure to receiving party becomes part of the public domain without fault on the part of the receiving party; (iv) a party need not hold confidential or refrain from using any Information which is subsequently disclosed to such party by third parties, who to the knowledge of the receiving party, have a bona fide right to disclose or make the same available to the receiving party; and (v) a party need not hold confidential or refrain from using any Information which is independently developed by such party.

4. PATIENT INFORMATION; INFORMATION SERVICES.

4.1 Records. Records will be maintained and managed by AIT for all tests performed or referred by it. Each party will comply with all applicable laws and regulations related to the maintenance, uses and disclosures or protected health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the regulations issued thereunder. Subject to full compliance with all laws and regulations relating to the use and disposition of protected health information, each party will have the right to use, reproduce, display, distribute, modify and disclose data generated from these tests for all purposes permitted or required by law, including for clinical research. The provisions of this Section shall survive the termination of this Agreement.

4.2 Access to Records and Orders. Client shall make available to AIT all physician orders, medical records or other information related to any requisition submitted by Client to AIT that AIT is required to provide in any regulatory or accreditation audit or review. Client shall provide such documents to AIT as promptly as possible, but not later than twenty-four (24) hours after a request by AIT.

5. REGULATORY COMPLIANCE; HIPAA COMPLIANCE.

- 5.1 Regulatory Compliance. Each party agrees that the intent of this relationship is to parties intend to conduct this relationship in full compliance with all applicable laws and regulations, including, without limitation, the fraud and abuse provisions of 42 U.S.C. § 1320a-7 *et seq.*, the physician self-referral prohibitions of 42 U.S.C. § 1395nn and HIPAA (defined below). Nothing in this Agreement shall be construed as requiring either party to refer business to the other. The parties understand and agree that all amounts paid hereunder are fair market value for the type of Services provided hereunder and are not based on the value or volume of laboratory testing business or referrals either party may refer to the other. Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or subsequent enactments by federal, state or local authorities, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities or to reflect applicable changes. If the parties have not reached an agreement regarding the material terms of the restructured business arrangement within thirty (30) days after notice from one party to the other identifying such violation, then either party may terminate this Agreement upon written notice to the other, such termination to be effective ten (10) days following the notice of termination unless the parties agree in writing to an earlier effective date of termination.
- 5.2 HIPAA Compliance. Unless otherwise permitted by applicable law, each party to this Agreement shall not use or disclose certain confidential, proprietary, and nonpublic financial and other information concerning patients ("Protected Health Information") in violation of the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" and The Health Information Technology for Economic and Clinical Health ("HITECH"), each as amended. Each party agrees to use their best efforts to comply with HIPAA and HITECH, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided Protected Health Information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA and HITECH.
- 5.3 Federal Exclusion. Each party represents that neither that party nor any entity owning or controlling that party is excluded from any federal health care program including the Medicare/Medicaid program or from any state health care program. Each party further represents that it is eligible for Medicare/Medicaid participation. Each party agrees to disclose immediately any material federal, state, or local sanctions of any kind, imposed subsequent to the date of this Agreement, or any investigation which commences subsequent to the date of this Agreement, that would materially adversely impact the parties' obligations hereunder.
- 5.4 Billing for Services. AIT shall not provide any billing or coding advice to Client in the event Client bills any third-party for the Services. The billing of the Services to any third-party shall be done in the sole discretion of Client. Client shall be responsible for compliance with all applicable state and federal laws. Client shall be responsible for adhering to all applicable pass through billing laws, including, but not limited to, any applicable antimarkup and disclosure requirements in an applicable state, and applicable payor policies.
- 5.5 Access to Books and Records. If the Services to be provided by AIT hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v)(1)(I), AIT shall make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of AIT that are necessary to certify the nature and extent of the costs incurred under this agreement for the period required by law. If AIT provides any Services through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period, then, in addition, with respect to any applicable subcontract, such

subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, for the period required by law, the subcontractor shall make available upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the contract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

During the term of this Agreement, upon reasonable prior written request and during normal business hours, AIT shall allow Client reasonable access to AIT records concerning the Services provided hereunder. Client warrants and represents that it has obtained any necessary written authorization from Client's patients for the release of such records. Such authorization shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of HIPAA.

6. MISCELLANEOUS.

6.1 Non-assignability. This Agreement may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld or delayed.

6.2 Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to:

If to AIT: AIT

 1500 Interstate 35W
 Denton, TX 76207
 Attn: Legal

If to Client: The County of Williamson,
 Texas
 710 Main Street, Suite 101
 Georgetown, TX 78626
 Attn: County Judge

With copy to:

Williamson County
Commissioners Court
710 Main Street, Suite 201
Georgetown, Texas 78626
Attn: General Counsel

6.3 Independent Relationship. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between AIT and Client other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer or representative of the other.

6.4 Force Majeure. AIT shall not be liable to Client for failures and delays in the performance of its obligations under this Agreement due to any act or cause beyond the reasonable control and without the fault of AIT including, without limitation, actions of God, such as fire, flood, tornado, earthquake; acts of government (i.e., civil injunctions or enacted statutes and regulations); or acts or events caused by third parties such as riot, strike, power outage or explosion; or the inability due to any of the aforementioned causes to obtain necessary labor or materials. AIT shall use commercially reasonable efforts to remedy or alleviate the impact of any force majeure condition. In addition, Client shall have the right on a temporary basis to seek alternative suppliers of those services which are delayed or cannot be provided by AIT due to a force majeure condition in order to maintain quality patient care.

6.5 Warranty.

- A. CLIENT WARRANTS TO AIT THAT NEITHER CLIENT NOR ANY OF ITS EMPLOYEES OR OWNERS HAS BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR EXCLUDED FROM MEDICARE, MEDICAID OR ANY OTHER FEDERAL OR STATE GOVERNMENT HEALTHCARE PROGRAM.
- B. AIT WARRANTS TO CLIENT THAT NEITHER AIT NOR ANY OF ITS EMPLOYEES OR OWNERS HAS BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR EXCLUDED FROM MEDICARE, MEDICAID OR ANY OTHER FEDERAL OR STATE GOVERNMENT HEALTHCARE PROGRAM.
- C. AIT WARRANTS TO CLIENT THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH THE ESTABLISHED AND RECOGNIZED CLINICAL LABORATORY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS.
- D. NO OTHER WARRANTIES ARE MADE BY CLIENT OR AIT. Each party agrees to immediately notify the other if any of the above warranties are no longer true or accurate.

6.6 Insurance & Indemnification

- A. AIT agrees to maintain professional liability insurance, at its own expense, for the entire period in which claims would arise for services performed under this Agreement, in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate per policy year. AIT further agrees to maintain reasonable amounts of general liability coverage. AIT shall provide Client with evidence of such insurance upon request and agree to promptly notify the Client in the event of termination, nonrenewal or modification of coverage.
- B. In no event shall either party be responsible for punitive damages other than with respect to claims of third parties, or any consequential, incidental, or special damages (including lost profits or revenue) of the other party.

6.7 Benefit. This Agreement is intended to inure only to the benefit of AIT and Client. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

6.8 Nondiscrimination. All Services provided by AIT hereunder shall be in compliance with all applicable Federal and State laws, regulations and ordinances prohibiting discrimination on the basis of race, age, color, religion, sex, national origin, handicap, veteran status or any other protected class.

6.9 Headings. The headings in this Agreement are for convenience and reference only and are not intended to and shall not define or limit the scope of the provisions to which they relate.

6.10 Enforceability Clause. The invalidity or unenforceability of any terms or provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction. If any provision is held invalid by a court of competent jurisdiction, such shall be severed and the Agreement shall be interpreted as though the severed provision had not existed, if the original intent of the parties in entering into this Agreement can continue to be met; otherwise the parties shall in good faith negotiate a replacement provision.

6.11 Waiver. No course of dealing between Client and AIT or any delay on the part of either party in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of such party. No express waiver shall affect any condition, covenant, rule, regulation, right or remedy other than the one specified in such waiver and only for the time and in the manner specifically stated.

6.12 Choice of Law and Venue. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Texas (excluding any that mandate the use of another jurisdiction's laws). Any action to enforce or for breach of this Agreement shall be brought exclusively in the state or federal courts of the County of Williamson, Texas.

6.13 Audit. AIT agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of AIT which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. AIT agrees that Client shall have access during normal working hours to all necessary AIT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give AIT reasonable advance notice of intended audits. In no circumstances will AIT be required to create or maintain documents not kept in the ordinary course of AIT's business operations, nor will AIT be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

6.14 FEMA Additional Requirements for Federal Emergency Management Agency ("FEMA") Compliance. Client may seek reimbursement funding from FEMA in relation to the goods and/or services procured hereunder. This Agreement shall be amended to incorporate the terms and conditions of Exhibit B to the extent applicable and necessary for Additional Requirements for Federal Emergency Management Agency ("FEMA") Compliance. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in Exhibit A shall have the meanings attributed to them in this Agreement. Exhibit B supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of this Agreement and the terms and conditions of Exhibit B, the terms and conditions of Exhibit B shall control in order to ensure compliance with FEMA requirements.

6.15 Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter herein and is a complete statement of the terms thereof and shall supersede all previous understandings between the parties, whether oral or written. The parties shall not be bound by any representation made by either party or any agent of either party that is not set forth in this Agreement. Any applicable provisions required by federal, state, or local law are hereby incorporated by reference. This Agreement may only be modified in a writing signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

American Institute of Toxicology, Inc.

Williamson County, Texas

By: Greg Blankenship
Greg Blankenship (Apr 13, 2020)

By: _____

Bill Gravell, Jr., County Judge

Print Name: Greg Blankenship

Date: _____, 2020

Title: Sr VP of Operations

Date: Apr 13, 2020

Exhibit A

Laboratory Services and Fee Rate

Client shall pay AIT a fee of \$75.00 per specimen for Infectious Disease ("ID") Testing for the COVID 19 pathogen as medically necessary, offered by AIT and ordered by an authorized ordering provider.

The Fee is based on an authorized ordering provider's signed and dated requisitions for ID Testing per specimen.

Authorized ordering providers may order testing services by completely filling out, signing and dating each requisition.

An authorized ordering provider may contact AIT if/when modifications need to be made to providers' orders.

From time to time, AIT shall notify Client on updates to its testing menu and any modification to requisitions as may be required.

Exhibit B

Additional Requirements for Federal Emergency Management Agency ("FEMA") Compliance

The underlying Laboratory Reference Agreement (the "Agreement"), between American Institute of Toxicology, Inc. and Williamson County, Texas ("Client") is amended to incorporate the terms and conditions of this exhibit to the extent applicable and necessary for Additional Requirements for Federal Emergency Management Agency ("FEMA") Compliance. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this exhibit shall have the meanings attributed to them in the Agreement. This exhibit supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this exhibit, the following terms and conditions of this exhibit shall control in order to ensure compliance with FEMA requirements:

I.

Clean Air Act and The Federal Water Pollution Control Act Compliance

AIT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and AIT agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, AIT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

II.

Suspension and Debarment

If this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, then:

(1) AIT will be required to verify that none of the AIT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935);

(2) AIT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into;

(3) A certification hereunder is a material representation of fact relied upon by Client. If it is later determined that the AIT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) AIT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. AIT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

III.

Recovered Materials

(1) In the performance of this Agreement, AIT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) AIT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

IV.

Access to Records

(1) AIT agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the AIT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) AIT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) AIT agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and AIT acknowledges and agrees that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

V.

Use of DHS Seals and Related Items

AIT shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

VI.

Compliance with Federal Law and FEMA Rules

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. AIT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

VII.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended)

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

VIII.

No Federal Government Obligations

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, AIT, or any other party pertaining to any matter resulting from this Agreement.

IX.

False Claims Act Compliance and Program Fraud Prevention

AIT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the AIT's actions pertaining to this Agreement.

Signature: Greg Blankenship
Greg Blankenship (Apr 13, 2020)
Email: lilly.andress@healthtrackrx.com
Title: Sr VP of Operations
Company: AIT Laboratories, Inc.

Signature:
Email:
Title:
Company:

Commissioners Court - Regular Session**12.****Meeting Date:** 04/28/2020

Use of Williamson County facilities, vehicles and property by Big Fish Entertainment, LLC and A&E Network

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action in relation to the use of Williamson County facilities, vehicles and property by Big Fish Entertainment, LLC and A&E Network for purposes of filming and publishing the television series Live PD without the consent, license or authority of the Williamson County Commissioners Court.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst. (Originator)
Form Started By: Andrea Schiele
Final Approval Date: 04/22/2020

Reviewed By

Andrea Schiele

Date

04/22/2020 04:17 PM

Started On: 04/22/2020 04:13 PM

Commissioners Court - Regular Session

13.

Meeting Date: 04/28/2020

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: O'Connor Signal Project
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.

- b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/23/2020

Reviewed By

Andrea Schiele

Date

04/23/2020 10:10 AM

Started On: 04/23/2020 10:00 AM

Commissioners Court - Regular Session**14.****Meeting Date:** 04/28/2020

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Liberty

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/23/2020

Reviewed By

Andrea Schiele

Date

04/23/2020 10:10 AM

Started On: 04/23/2020 10:00 AM