

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

TEMPORARY FACILITY USE AGREEMENT BETWEEN ARCHDIOCESE OF GALVESTON-HOUSTON AND ST. JOHN FISHER CHURCH AND FORT BEND COUNTY

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and the Archdiocese of Galveston-Houston (hereinafter "Owner) and St. John Fisher Church located at: 410 Clay St., Richmond, TX 77469.

WITNESSETH

WHEREAS, Greg Abbott, Governor of Texas, has issued a disaster declaration certifying that the novel coronavirus (COVID 19) poses an imminent threat of disaster for all counties in the State of Texas, including Fort Bend County;

WHEREAS, extraordinary measures are being taken by Fort Bend to contain COVID-19, and prevent its spread throughout the County

WHEREAS, Fort Bend has and continues to establish testing sites throughout the County in response to COVID-19 to promote pandemic surveillance and measure the effectiveness of current protective measures to control the increase of infection; and

WHEREAS, Owner has agreed to be a test site location where the County may conduct testing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings herein contained, the Parties agree as follows:

1. Incorporation of Recitals. The recitations stated above are hereby incorporated into this Agreement.
2. Term. Owner will allow the County to use designated space (indoor and/or outdoor as agreed) for communicable disease testing at 410 Clay St., Richmond, TX 77469, hereinafter referred to as "Facility"). The Owner and HHS will schedule access as mutually agreed to for a total of up to 5 days (consecutive or intermittent) with the last testing date to be no later than 60th day after the execution of this Agreement by both Parties.
3. Testing. County will perform Communicable Disease testing either by use of County personnel or by Third Party Contractor on behalf of County.
4. Termination. This Agreement may terminate prior to the initial term if the County determines that the Facility is no longer needed for testing purposes.
5. Traffic Control Plan. The County will provide any necessary security and traffic control.

6. Hours. Hours of use will be as mutually agreeable between Owner and the County Health and Human Services Director. The County may access the site prior to the start of the testing for the day and may remain on the site after testing ends for the day to conduct activities necessary and related to the testing.
7. Waiver of Rent. Considering the importance of conducting the testing and the health, safety and welfare benefits to its residents, Owner will waive any rental payment that it may be due for the use of the Facility.
8. Notice
 - A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
 - B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section.

County: Fort Bend County Health and Human Services
 Attn: Director
 4520 Reading Road, Suite A-100
 Rosenberg, Texas 77471

With a copy to: Fort Bend County
 Attn: County Judge
 401 Jackson Street
 Richmond, Texas 77469

Owner: Archdiocese of Galveston-Houston
 St. John Fisher Church
 410 Clay St.
 Richmond, TX 77469
 Fr. Jesus Jesse Garcia
 frjssgrc@gmail.com
 (281) 342-5092

- C. Effective Date. This Agreement is effective on execution of both Parties.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

Reviewed by:

Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
Director of Health and Human Services

ARCHDIOCESE OF GALVESTON-HOUSTON &
ST. JOHN FISHER CHURCH

Christina E. Deajon

Authorized Agent – Signature

Christina E. Deajon

Authorized Agent – Printed Name

**Agent & Attorney-in-Fact for the
Most Rev. Daniel N. DiNardo**

Title

6/16/2020

Date