

STATE OF TEXAS

COUNTY OF FORT BEND

TEMPORARY FACILITY USE AGREEMENT BETWEEN
BAPS CHARITIES 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 BAPS Charities (hereinafter "Owner"), owner of property located at: 1150 Brand Lane, Stafford, TX 77477.

WITNESSETH

WHEREAS, extraordinary measures are being taken by the County to contain the novel coronavirus disease, now designated as COVID-19, and prevent its spread throughout the County, including a declaration of a local state of disaster for public health emergency pursuant to Section 418.108(a) of the Texas Government Code; and

WHEREAS, under Texas Government Code Section 418.1015, the County Judge as the County's Emergency Management Director, serves as the Governor's designated agent in the administration and supervision of duties under Chapter 418; and

WHEREAS, the County Judge, under the authority granted to the Governor pursuant to Section 418.016 of the Texas Government Code, and Annex M, Section IV. A. 5 (a) of the County's Basic Emergency Operations Plan, may use all available local government resources to respond to the disaster and temporarily suspend statutes and rules, including those relating to purchasing and contracting, if compliance would hinder or delay actions necessary to cope with a disaster; and

WHEREAS, the County Judge finds his execution of this Agreement under Section 418.016 of the Texas Government Code, and Annex M, Section IV. A. 5 (a) of the County's Basic Emergency Operations Plan is required for action necessary to cope with the COVID-19 pandemic for which compliance with the usual County process would hinder and delay; and

WHEREAS, Fort Bend has established and continues to establish testing and vaccination 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 location for which County may use for a testing site, vaccination site or as otherwise may be agreed to assist in efforts to contain and eradicate COVID-19, in Fort Bend County

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 response at 1150 Brand Lane, Stafford, TX 77477.
3. hereinafter referred to as "Facility"). The Owner and HHS will schedule access as mutually agreeable between the Parties for up to 90 days from the time this Agreement is signed.
4. Use. County will access and utilize Facility for a testing site, vaccination site or as otherwise may be mutually agreed to by Owner and County's HHS Director.
5. Termination. This Agreement may terminate prior to the initial term if the County determines that the Facility is no longer needed for COVID 19 related purposes.
6. Traffic Control Plan. The County will provide any necessary security and traffic control.
7. Hours. Hours of use will be as mutually agreeable between Owner and the County Health and Human Services Director. The County may access the Facility prior to the start of activities and may remain on the site after activities end to perform related necessary tasks before vacating the Facility for the day.
8. Waiver of Rent. Considering the importance of conducting these services 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.
9. 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:

BAPS Charities
81 Sutton Lane
Piscataway, New Jersey 08854
Ketan Inamdar, Representative
kinamdar124@gmail.com
281-844-6438

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

FORT BEND COUNTY


County Judge KP George

KP George, County Judge
FBC Emergency Director

5.4.2021

Date

BAPS CHARITIES



Authorized Agent — Signature

Yogendra Parmar

Authorized Agent- Printed Name

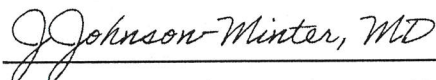
Treasurer

Title

4/20/2021

Date

Reviewed by:



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

APPROVED AS TO LEGAL FORM:



Digitally signed by Turner, Michelle
DN: dc=us, dc=tx, dc=fort-bend, dc=co, dc=fortbend,
ou=Fortbend, ou=Departments, ou=County Attorney,
ou=Users, cn=Turner, Michelle
Date: 2021.04.22 14:15:01 -0500

Michelle L. Turner
General Counsel Division Chief
County Attorney Office