

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**TEMPORARY FACILITY USE AGREEMENT BETWEEN Pennywise Resale Stores
 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 Pennywise Resale Stores (hereinafter "Owner"), owner of property located at: 501 E Hwy 90 Alt, Richmond, TX 77406

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 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 Pennywise Resale Stores 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.
3. 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.
4. 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.
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 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.
7. 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.

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: Pennywise Resale Stores
501 E Hwy 90 Alt, Richmond, TX 77406
Vita Goodell, CEO - 832-755-7077
VGoodell@fortbendwomenscenter.org

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

FORT BEND COUNTY

KP George

KP George, County Judge

Vita Goodell

Authorized Agent – Signature

5.25.2021

Date



Vita Goodell

Authorized Agent- Printed Name

ATTEST:

CEO

Title

Laura Richard

5/10/2021

Date

Laura Richard, County Clerk

Reviewed by:

J Johnson-Minter, MD

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

APPROVED AS TO LEGAL FORM¹:

Michelle Turner

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: 2021.05.14 13:34:21 -0500'

Michelle L. Turner
General Counsel Division Chief
County Attorney Office

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¹ Modifications to this form can only be made by the County Attorney's Office. This document is not approved for full execution until the legal form signature block has been signed. Questions about use of this form should be directed to the named attorney at 281-341-4555.