

COUNTY OF FORT BEND §
 §
 STATE OF TEXAS §

LEASE AGREEMENT

(Pinnacle Senior Center – AccessHealth)

This Lease Agreement (the “Agreement”) is made and entered into by and between Fort Bend County, Texas (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Fort Bend Family Health Center, Inc., d/b/a Access Health (hereinafter, “AccessHealth”), Texas non-profit corporation acting herein by and through its duly authorized officers. County and Accesshealth shall hereinafter be collectively referred to as the “Parties” and each individually as a “Party.”

WHEREAS, AccessHealth is a nonprofit community based incorporated organization and a Federally Qualified Health Center (FQHC) addressing the needs of County’s citizens by providing health care to low-income and uninsured residents of County; and

WHEREAS, County owns a facility known as the Pinnacle Senior Center located at 5525 Hobby St Ste C, Houston, TX 77053, hereinafter referred to as “Center”; and

WHEREAS, it is in the public interest, and serves the general welfare of the community, for a portion of the Center, and its related facilities, to be utilized by AccessHealth for the purpose of providing and administering health care for the County’s citizens; and

WHEREAS, said portion of the Center is well suited for the purposes for which AccessHealth was established and would further facilitate the implementation of its program of services and the delivery of such services to those persons served by the Center who would benefit thereby;

WHEREAS, County is willing to furnish to AccessHealth and AccessHealth is willing to lease a portion of the Center for the sole and exclusive purpose of providing health care to County residents who reside within the Center’s service area, such use of the Center is in the public interest and a proper exercise of the authority of County under law to provide for its citizens; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is necessary to preserve or protect the public health and grants an exemption from competitive bidding, insofar as any competitive bidding statute may apply.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties herein named, it is agreed as follows:

1. DEMISE OF LEASED PREMISES.

- (a) Subject to and upon the provisions hereinafter set forth, County does, by these presents, grant unto Access Health, the right to lease approximately 1,500 square feet of office space located in the Center, more particularly identified in "Exhibit A" attached hereto and incorporated by reference herein (the "Office Space"); together with all parking areas and uninterrupted access to and egress from the Office Space.
- (b) **ACCESS HEALTH HEREBY ACCEPTS AND LEASES THE OFFICE SPACE "AS IS" IN THE CONDITION IN WHICH IT EXISTS ON THE EFFECTIVE DATE OF THIS AGREEMENT. ACCESSHEALTH FURTHER ACCEPTS THAT THERE IS NO WARRANTY BY COUNTY, EXPRESS OR IMPLIED THAT THE OFFICE SPACE IS FIT FOR A PARTICULAR PURPOSE OR FREE FROM ANY DEFECTS. ACCESSHEALTH ACKNOWLEDGES AND STIPULATES THAT ACCESSHEALTH IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE OFFICE SPACE, BUT IS INSTEAD RELYING ON ITS OWN EXAMINATION OF THE OFFICE SPACE.**

2. LEASE TERM.

- (a) The term of this Agreement shall commence on December 1, 2024 and end at 11:59 p.m. on November 30, 2025 (the "Initial Lease Term"), unless sooner terminated in accordance with the provisions of this Agreement.
- (b) Upon expiration of the Initial Lease Term, the Agreement shall automatically renew on an annual basis, under the same terms and conditions, for nine (9) additional one (1) year terms (each a "Renewal Term"). The last Renewal Term shall end at 11:59 p.m. on November 30, 2034, unless sooner terminated in accordance with the provisions of this Agreement or otherwise amended in writing by the Parties.

3. RENT AND OPERATING COSTS.

- (a) In consideration of this Agreement, AccessHealth will pay to County, without demand, an annual lease payment in the amount of Ten and 00/100 Dollars (\$10.00) commencing on December 1, 2024, with successive annual payments at the rate of Ten and 00/100 Dollars (\$10.00) on each December 1st of a Renewal Term until the termination or expiration of this Agreement.
- (b) AccessHealth shall further be responsible for payment of operating costs and other cost obligations as provided in this Agreement.

- (c) Any payments required by AccessHealth under this Agreement shall be made to County as follows:

Checks made payable to: Fort Bend County, Texas

Checks must be sent to: Fort Bend County, Texas
Facilities Management and Planning
301 Jackson St.
Richmond, Texas 77469

4. UTILITIES.

- (a) Without limitation, and as part of the consideration for the grant by the County of its right to use the premise, AccessHealth will, at its own expense, separately secure and contract for telephone and/or telecommunications services, including local and/or long distance telephone service as well as internet service, which may be necessary to AccessHealth in its enjoyment and use of the Office Space.
- (b) AccessHealth will reimburse County for electricity based on a prorated allocation of square footage. County will provide a monthly statement of electricity usage and AccessHealth shall reimburse County within thirty (30) calendar days. Water and gas shall be the responsibility of County.
- (c) Except as provided in Section 4(e) below, County will be solely responsible for any and all charges of any kind incurred as a result of the installation, commencement or use of any utility service, (except for electricity, telephone and/or telecommunications services, including local and/or long distance telephone service as well as internet service), including, by way of description only and not by way of limitation, all deposits, installation or connection fees, charges for monthly service, charges for upgraded services or other miscellaneous fees, whether such expenses or charges are for water, sewage, gas or other utility available to the public in the area where the Office Space is located.
- (d) Notwithstanding anything contained herein to the contrary, the provisions of this Section apply equally to any alarm system or service installed by AccessHealth in the Office Space, including the provisions obligating AccessHealth to pay all charges of any kind as to the installation or use of any utility. Any such alarm system, including related sensors or control panels, shall be considered and treated as a separate metering system and will be governed by the same provisions.
- (e) AccessHealth shall reimburse County for the costs of pest control, janitorial and custodial services for the Office Space. County shall provide an invoice to

AccessHealth for AccessHealth's reimbursement to County. AccessHealth shall reimburse County for all costs associated with pest control, janitorial and custodial services within thirty (30) days of AccessHealth's receipt of written notice. County shall not be responsible for any loss or damage to AccessHealth as a result of theft by any janitorial or custodial services.

5. USE AND CONTROL.

- (a) AccessHealth shall have the right to use the Office Space during the Initial Term or any Renewal Term to operate its programs and provide primary healthcare services to County residents. AccessHealth shall use the Office Space for the purpose of operating its programs and for no other activity or event which is not sponsored by AccessHealth or not otherwise permitted or sanctioned under its articles of incorporation, charter, by-laws, policies or which is not otherwise provided for under the laws, rules or regulations governing recipients of grants or financial assistance.
- (b) AccessHealth shall at all times comply with any and all orders, regulations and policies, and amendments thereto, issued by County for the purpose of maintaining an orderly and compatible use of the Center by all parties involved.
- (c) Any AccessHealth event or activity permitted under the terms of this Agreement to be conducted in the Office Space shall be supervised by AccessHealth's personnel or designated representatives who shall be properly trained, adequate in number and who shall remain in the Office Space during the course of the event or activity.
- (d) AccessHealth will not use or allow the Office Space to be used for any unlawful purposes; nor will AccessHealth cause, maintain or permit any nuisance in or about the Office Space, or commit or suffer to be committed any waste of or upon the Office Space.
- (e) AccessHealth will keep the Office Space in a neat, clean, and sanitary condition at all times.
- (f) AccessHealth will operate its programs at the Center in a manner that portrays County in a positive light and in a manner that upholds the lofty ideals and standards of County, as reasonably determined solely by County. At no time will AccessHealth operate its programs at the Center in a manner that would bring harm or disrepute to County, as reasonably determined solely by County, nor will AccessHealth allow and/or tolerate any such activity.

- (g) Breach of this subsection shall be grounds for immediate termination of this Agreement. AccessHealth will not, in its use of and operations on and within the Office Space:
- (1) Bring or allow to be brought or kept in the Office Space, or the Center, illegal weapons, illegal substances and/or alcoholic beverages of any kind; or
 - (2) Permit in or around the Office Space, or the Center, the existence of any unsafe or unsanitary condition.
- (h) AccessHealth will make no use of any common or shared area in any manner or form that shall unreasonably interfere with the use being made of such area by any other party authorized to use the same, whether such use be authorized by law, rule, regulation or agreement.
- (i) Prior to its use of any multi-purpose conference or meeting room in the Center, AccessHealth shall consult County for the purpose of scheduling such use. AccessHealth will abide by and respect all rules and policies that may be made by County regarding the use of the Center by AccessHealth of such rooms or any other areas held in common or otherwise shared by those parties authorized to use the Center.
- (j) Access to and the use of any parking areas adjacent to the Center by AccessHealth shall be shared with all other parties entitled to use the same. AccessHealth has no entitlement to reserved parking; access to and use of the parking areas shall be on a first come, first served basis.
- (k) AccessHealth understands and agrees that the Center is a County building, open to the public, and that at times could pose a hardship on the operations of AccessHealth.
- (l) AccessHealth understands and agrees that there may be times when County or its designee shall need to use the common areas of the Center during a time period that AccessHealth might occupy and use said areas. In such event, AccessHealth expressly agrees to accommodate such use by County or its designee. County agrees that it will notify AccessHealth as far in advance as possible of an event that would cause a disruption of AccessHealth's use and occupancy of any portion of the common areas and shall attempt to make reasonable, alternative accommodations for AccessHealth. AccessHealth will, to the extent practicable, advise other parties of their responsibilities regarding the use of any common shared areas.

6. CONSTRUCTION AND MODIFICATIONS.

- (a) AccessHealth shall be responsible for the equipping and the furnishing of the Office Space in a manner suitable for the uses to which it will be put, including the installation of any personal property, trade fixtures or other special equipment or the making of any non- building standard improvement, as well as the cost thereof.
- (b) In the event the installation of any non-building standard improvement or trade fixture is contemplated, AccessHealth shall consult with County and receive written permission prior to commencing any work and shall comply with any special instructions which County may have concerning the installation.
- (c) All work performed by AccessHealth shall be in a manner that minimizes the disruption to any other user of the Center's facilities and which will result in the least amount of damage or alteration to the structure.
- (d) Subject to the terms and provisions of this subsection, to the extent the existing wiring, plumbing or other systems are adequate for its needs, AccessHealth may use the same.
- (e) In the event any existing wiring, plumbing or other systems are inadequate for AccessHealth's needs, and it becomes necessary for such systems to be modified, AccessHealth will submit its plans and specifications for such modifications to the County. Upon approval and prior written acceptance by County to make said modifications, AccessHealth will, at its sole cost and expense, pay for such modifications of any existing wiring, plumbing or other systems incurred by the County.
- (f) AccessHealth shall alone bear the cost of any alteration, modification or upgrading of existing systems and AccessHealth shall reimburse County for the expense thereof within thirty (30) business days of receipt of invoice.
- (g) Notwithstanding anything contained herein to the contrary, any and all repairs, modifications, upgrades and/or replacements, of any kind to the Office Space must follow and comply with all County guidelines and be approved by County in writing prior to the commence of any such work.
- (h) In the event County must make alterations in certain areas of the Center outside fo the Office Space, County will use its best efforts to minimize any disruption to the operation of the Office Space.
- (i) County shall be responsible for all modifications or alterations necessary to comply with the Americans with Disabilities Act and/or the Texas Architectural Barriers

Act, and all other valid laws, ordinances, regulations and other requirements, now or hereafter in force, of all federal, state and local governmental bodies and agencies which are applicable to the Office Space and common areas of the Center.

7. MAINTENANCE AND REPAIRS.

- (a) County shall be responsible for the maintenance and repair of:
 - (1) the building structure of the Office Space, including the maintenance and repair of the foundation, load bearing walls, exterior walls, sub-flooring and roof.
 - (2) The Center's mechanical, utility and plumbing system.
 - (3) The heating, ventilation and air-conditioning system or the outdoor lighting serving the Office Space.
 - (4) The landscaping of any common or shared areas, such as breezeways, parking lots, sidewalks, multi-purpose rooms and storage areas.
- (b) AccessHealth shall be responsible for all maintenance, repair and painting of the interior of the Office Space, save and except normal wear and tear. Any damage to the interior of the office space including but not limited to: indoor lighting, electrical fixtures, carpets, water fountains, walls, flooring materials, cabinets, doors and locks, plumbing fixtures in the kitchen and restroom areas caused by AccessHealth's employees shall be repaired at AccessHealth's sole expense.

8. RIGHT OF ENTRY AND INSPECTION.

- (a) County or County's agents, representatives, or employees shall have the right to enter the Office Space at any time and from time to time for the purpose of:
 - (1) Inspecting the Office Space to determine if AccessHealth is in compliance with the terms of this Agreement;
 - (2) Inspecting the Office Space to determine its general condition;
 - (3) Posting any notices;
 - (4) Providing any maintenance or repair obligations under this Agreement; and/or

- (5) Any other reason that County may, in its sole discretion, deem necessary or appropriate.
 - (b) AccessHealth shall provide, at no cost to County, access codes and keys to all locks placed on buildings, gates, and restricted access areas to allow County access to the Office Space during any Term of this Agreement.
- 9. **COMPLIANCE.** In performing its obligations under this Agreement, the Parties shall comply with all applicable federal, state, county, or city ordinances, rules, regulations, and laws including the Health Information, Portability and Accountability Act (HIPAA) for the protection of protected health information. Neither County nor AccessHealth shall use the Office Space or any part of the Center for any use or purpose in violation of any valid and applicable law, regulation, rules, or ordinance of the United States, the State of Texas, County of Fort Bend, or other lawful authority having jurisdiction over the Center or the activities of each Party.
- 10. **DAMAGE OR DESTRUCTION.**
 - (a) If the Office Space, or any structure or improvement in the Office Space, are damaged or destroyed by fire, tornado, hurricane, or other casualty, AccessHealth shall immediately give written notice such damage or destruction to County, including a description of the damage and, as far as known, the cause of the damage.
 - (b) In the event the Center or any part thereof, including the Office Space, becomes unfit for use and occupancy because of its condition due to fire, tornado, hurricane, or other casualty, then either Party may terminate this Agreement by giving written notice to the other and the effective date of termination.
- 11. **ENCUMBRANCE OF LEASEHOLD ESTATE.** AccessHealth shall not, at any time, encumber the leasehold interest of the Office Space, by deed of trust, mortgage, or other security instrument. Nor shall AccessHealths suffer or permit any mechanic's lien, materialman's liens, or any other type of lien to be placed upon the Center or the Office Space, or upon any improvements thereof. If any such mechanics' lien, materialmen's lien, any other type of lien shall be recorded against the Center or Office Space, or any improvements thereof, AccessHealth shall cause the same to be promptly paid and removed. If default in payment and/or removal of the lien continues for thirty (30) days after written notice from County to AccessHealth, County may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by County to remove a mechanic's lien or any other type of lien caused to be filed against the Center and/or the Office Space or against improvements on the Center and/or the Office Space by AccessHealth, including expenses and interest, shall be due from AccessHealth to County and shall be repaid to County immediately on rendition of written notice. Any payment and/or removal of any lien by County shall constitute AccessHealth's default of this

Agreement and shall result in immediate termination of this Agreement. **FURTHER, ACCESSHEALTH SHALL INDEMNIFY AND SAVE COUNTY HARMLESS FROM ALL LIABILITY FOR COSTS OR DAMAGES, INCLUDING COURT COSTS AND ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO THE FILING OF ANY MECHANIC'S LIEN OR OTHER TYPE OF LIEN AGAINST THE CENTER OR THE OFFICE SPACE, AND IN THE EVENT OF A JUDGMENT OF FORECLOSURE ON SAID LIEN(S), ACCESSHEALTH SHALL CAUSE THE SAME TO BE DISCHARGED AND REMOVED PRIOR TO THE EXECUTION OF SUCH JUDGMENT.**

12. TERMINATION.

- (a) Either Party may terminate this Agreement, with or without cause, prior to the expiration of the Initial Term or any Renewal Term, upon ninety (90) days written notice to the to the other Party.
- (b) Upon the expiration or termination of this Agreement, AccessHealth shall quietly and peaceably surrender to County possession of the office in "broom clean" and good order, condition and repair, except only for ordinary wear and tear.
- (c) In the event AccessHealth fails to surrender possession of the Office Space as herein required, County may initiate any and all legal action as County may elect to dispossess AccessHealth and all of its property, and all persons or firms claiming by, through or under AccessHealth and any and all property, from the Office Space and may remove from the assigned office and discard (without any liability for loss, theft, damage or destruction thereto) any such property left at the Center or in the Office Space belonging to AccessHealth.
- (d) In the event AccessHealth fails to surrender possession of the Office Space in the condition herein required, County may restore the Office Space to the same condition at the commencement of this Agreement, less normal wear and tear. AccessHealth shall be liable for any costs to County to restore such condition and shall reimburse County such costs within thirty (30) calendar days of receipt of invoice from County.
- (e) Upon the expiration or termination of this Agreement, all personal property, trade fixtures or non-building standard improvements placed in the Office Space by AccessHealth shall be removed by AccessHealth upon the request of County. In the event the installation of any such personal property, trade fixture or non-building standard improvement alters the Office Space such that its removal will damage the Center, AccessHealth, at its sole cost and expense, shall repair and restore the same to an architecturally whole condition such that it may again be used for the purposes for which it was originally constructed.

13. **DEFAULT.** AccessHealth shall be in default of this Agreement if AccessHealth fails to timely perform its duties and obligations under this Agreement. County shall notify AccessHealth in writing of such default and shall give AccessHealth reasonable time to cure such default. If AccessHealth fails or refuses to cure such default within the time period prescribed by County, then County may terminate this Agreement upon written notice to AccessHealth of its intent to terminate and the effective date of termination.

14. **INSURANCE AND INDEMNIFICATION.**

(a) Prior to obtaining possession of the Office Space, AccessHealth shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. AccessHealth shall maintain such insurance coverage from the time Services commence until Services are completed and provided replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services. AccessHealth shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the state of Texas, and shall obtain such insurance of the following types and minimum limits:

- (1) **Workers' Compensation insurance.** Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (2) **Commercial general liability insurance** with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (3) **Business Automobile Liability insurance** with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (4) **Professional Liability insurance** with limits not less than \$1,000,000.
- (5) **County and members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of**

AccessHealth shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

(6) If required coverage is written on a claims-made basis, AccessHealth warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

(b) **ACCESSHEALTH SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY AND ALL LAWSUITS, CLAIMS OF PERSONAL INJURY, LOSS, OR PROPERTY DAMAGE SUFFERED BY ANY PARTY, AND RELATED EXPENSES, INCLUDING ATTORNEY'S FEES AND COURT COSTS, IN ANY MANNER WHATSOEVER ARISING OUT OF OR RELATED TO ACCESSHEALTH'S USE OR OCCUPANCY OF THE OFFICE SPACE AND/OR THE CENTER AND ALL EVENTS AND/OR ACTIVITIES OF ACCESSHEALTH IN THE OFFICE SPACE, CENTER, OR ON THE PINNACLE CENTER PROPERTY DURING ANY TERM OF THIS AGREEMENT THAT RESULTS FROM THE NEGLIGENCE, ACT, ERROR, OR OMISSION OF ACCESSHEALTH.**

ACCESSHEALTH SHALL FURTHER INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, AND OFFICERS FROM THE ALLEGED JOINT, CONCURRENT, OR SOLE NEGLIGENCE, OR OTHER FAULT OF ACCESSHEALTH.

ACCESSHEALTH SHALL FURTHER WAIVE OR RELEASE ANY CAUSE OF ACTION OR RIGHT OF RECOVERY WHICH IT MAY HAVE AGAINST COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, AND OFFICERS TO ACCESSHEALTH'S PERSONAL PROPERTY LOCATED AT OR NEAR THE OFFICE SPACE.

(c) AccessHealth's duty to indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the termination of this Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of this Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

(d) In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of AccessHealth,

AccessHealth shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and missions of AccessHealth are not at issue in the matter.

15. **NOTICE AND COMMUNICATIONS.** Any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first class postage prepaid, registered or certified mail, return receipt requested or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the Parties as follows:

If to AccessHealth: Fort Bend Family Health Center
d/b/a Access Health
Attn: Mike Dotson, CEO
400 Austin Street
Richmond, Texas 77469

If to County: Fort Bend County Facilities Management and Planning
Attn: Director
301 Jackson St.
Suite 301
Richmond, Texas 77469

With a Copy to: Fort Bend County, Texas
Attn: County Judge
401 Jackson St.
Richmond, Texas 77469

AccessHealth shall promptly notify County in writing of any change to AccessHealth's contact information above.

16. **NONDISCRIMINATION POLICY.** AccessHealth shall comply with, and cause all who take advantage of its programs and offerings at the Center to comply with, Title VI of the Civil Rights Act of 1964, in that "no person shall, on the ground of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be subjected to discrimination." In addition, no person shall be excluded from participation or denied the benefits of AccessHealth's services on the basis of creed. AccessHealth will post this policy within an area of the Office Space that is visible to the public.
17. **RIGHT TO AUDIT.** County shall have the right at any time to audit the books and records of AccessHealth pertaining to its use and management of the Office Space. Such books and records shall be furnished to County upon thirty (30) days written notice to AccessHealth. AccessHealth's cooperation shall include, but not be limited to, access to

all AccessHealth's books, records, contracts, spreadsheets, statements, correspondence, and documents, in whatever form, that are applicable to AccessHealth's use and management of the Office Space. AccessHealth shall further provide County with an annual statistical report and a copy of its annual financial audit. The County's right to audit shall survive termination or expiration of this Agreement for a period of four (4) years.

18. **ASSIGNMENT.** AccessHealth will not, in whole or in part, transfer, assign, all or any portion, abandon, or otherwise dispose of its rights under this Agreement, without the prior express written consent of County. Any such transfer, assignment, abandonment or other disposition, without the prior written consent of County, or any assignment of AccessHealth's rights hereunder by operation of law, is void and of no force and effect as against County.
19. **WARRANTY AND REPRESENTATIONS.** AccessHealth warrants, covenants, and represents that it is a currently existing and valid 501(c)(3) corporation under the laws of the United States of America and a valid non-profit corporation, organized and existing under the laws of the state of Texas. AccessHealth further represents that it has the right and authority to transact business in the state of Texas.
20. **NO PARTNERSHIP.** The relationship between County and AccessHealth at all times shall remain solely that of landlord and tenant, and shall not be deemed to be a partnership or joint venture.
21. **NO WAIVER.** No waiver by County of any default or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.
22. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, Scope of Services for the Project, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY ACCESSHEALTH THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
23. **UNDERSTANDING FAIR CONSTRUCTION.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.

24. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
25. **NO WAIVER OF IMMUNITY.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
26. **RECITALS.** The recitals set forth in this Agreement are incorporated herein by reference and made a part of this Agreement.
27. **APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
28. **ACCESSHEALTH DEFINED.** As used in throughout this Agreement, whenever the context otherwise requires, the term "AccessHealth" includes AccessHealth's clients, patrons, invitees, permittees, licensees or any other persons, whether natural or corporate, holding under AccessHealth.
29. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date this Agreement is signed by the last Party hereto.
30. **CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Section 2252.152 Texas Government Code, as amended, AccessHealth hereby verifies that AccessHealth and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate, unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
31. **HUMAN TRAFFICKING.** BY ACCEPTANCE OF THIS AGREEMENT, ACCESSHEALTH ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

32. **CAPTIONS.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
33. **ELECTRONIC AND DIGITAL SIGNATURES.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
34. **CERTIFICATION.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Pages Follow}

LESSOR:

FORT BEND COUNTY, TEXAS

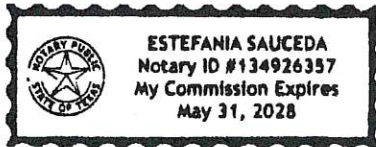


KP George,
County Judge

Acknowledgment

THE STATE OF TEXAS §
 §
THE COUNTY OF FORT BEND §

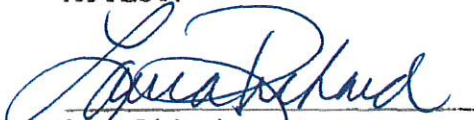
This instrument was acknowledged before me on the 13 day of November, 2024,
by KP George, County Judge for Fort Bend County, Texas, on behalf of said County.





NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ATTEST:



Laura Richard



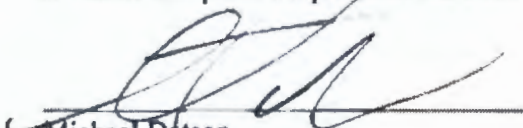
APPROVED:



James Knight, Director
Fort Bend County Facilities
Management and Planning

LESSEE:

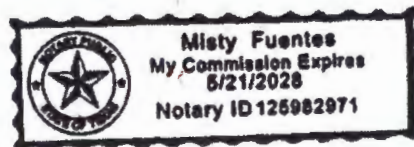
FORT BEND FAMILY HEALTH CENTER, INC.
A Texas non-profit corporation d/b/a AccessHealth


Michael Dotson,
CEO

Acknowledgment

THE STATE OF TEXAS §
THE COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 11th day of November, 2024,
by Michael Dotson, CEO of Fort Bend Family Health Center, Inc., a Texas non-profit corporation,
d/b/a AccessHealth, on behalf of said non-profit corporation.



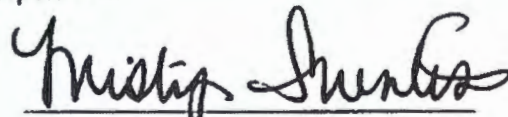
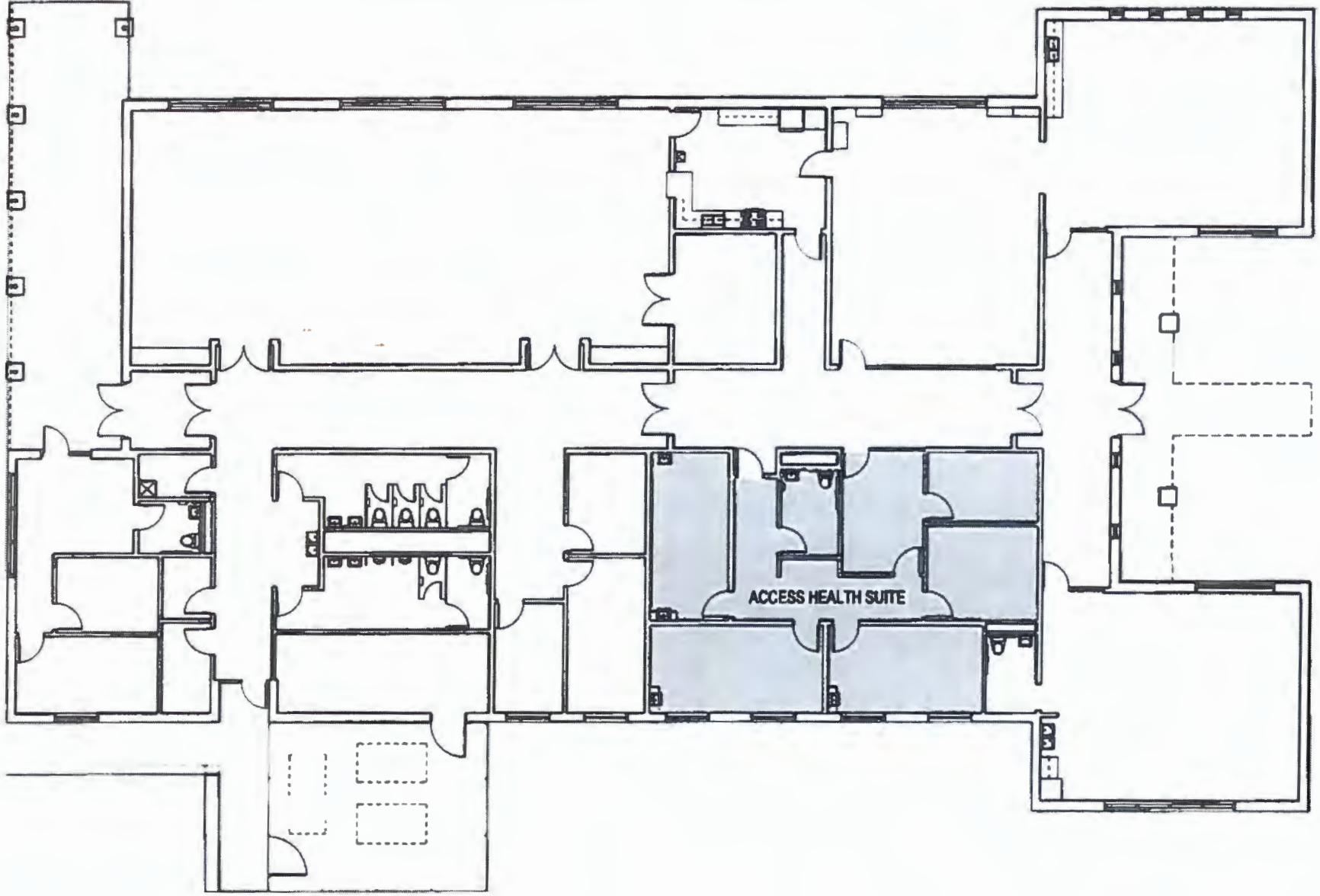

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT A

(Follows Behind)



ACCESS HEALTH SUITE