

## **HARRIS COUNTY PRECINCT TWO MOBILE COVID TESTING AGREEMENT**

**WHEREAS**, Harris County (“COUNTY”) wishes to launch a COVID testing program that is generally available to the public; and

**WHEREAS**, Curative Inc. a COVID testing company (“Vendor”), possesses capabilities to provide mobile testing at a location owned by COUNTY; and

**WHEREAS**, Vendor and COUNTY (together, the “Parties”) wish to collaborate on such COVID testing; and

Subject to the terms and conditions below, COUNTY, at no charge to Vendor, shall provide a public area for the Vendor-supplied testing and Vendor shall provide access for the public at no charge to COUNTY. Testing shall be conducted from October 18, 2021 through December 18, 2021, Monday – Friday, except on COUNTY holidays, and at the following times: 8 AM - 6 PM, or as approved by the COUNTY.

1. Vendor shall comply with all COUNTY property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither Vendor nor its workers or consultants shall, under any circumstances, be considered employees of COUNTY.
3. COUNTY shall not be liable for any damage caused by acts of nature, (i.e., power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by Vendor).
4. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to operate and maintain testing.
5. Vendor shall secure and keep a general commercial insurance policy covering property damage in the amount of not less than \$1 million per occurrence, \$2 million aggregate with an insurance carrier acceptable to COUNTY. COUNTY, and its officials, officers, employees and agents being named as additional insured by endorsement. Vendor shall also secure and maintain workers’ compensation insurance if Vendor has employees as required by State law. Vendor shall provide the certificate of insurance and additional insured endorsement to COUNTY in a form and with carriers acceptable to COUNTY.
6. Vendor shall only operate in the approved locations within the area specified by COUNTY. The specific location(s) is: Barrett Station Community Center, 808 ½ Magnolia, Barrett, TX 77532

7. COUNTY agrees to advertise and publicize the testing site. COUNTY agrees to consult Vendor regarding any advertisement or public commentary regarding the site prior to publicizing.
8. The equipment and procedures and all intellectual property associated with such shall remain Vendor's sole and exclusive property.
9. Upon the expiration or termination of this Agreement, Vendor shall leave the COUNTY provided area in the condition in which it was received, reasonable wear and tear excepted. Either Party may terminate this Agreement for convenience by providing written notice to the other. Such termination shall take place ten (10) days after sending of such notice. However, for a health and safety violation or other breach of this agreement, Vendor shall vacate County property as soon as possible, upon request by the County. The County's designated representative is authorized to give notice of termination.
10. VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE COUNTY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS LIABILITY, COSTS, OR EXPENSE FOR LOSS OF OR DAMAGE TO PROPERTY OR FOR INJURIES TO, SICKNESS, DISEASE OR DEATH OF ANY PERSON ARISING OR RESULTING FROM VENDOR'S ACTIVITIES, THIS AGREEMENT OR THE ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, MEMBERS, VOLUNTEERS AND PARTICIPANTS, EXCEPT TO THE EXTENT CAUSED BY THE ACTS, ERRORS, OR OMISSIONS OF COUNTY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

THE COUNTY'S LIABILITY TO VENDOR IS LIMITED TO THAT REQUIRED BY THE TEXAS CONSTITUTION, THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, AND APPLICABLE LAWS OF THE STATE OF TEXAS.

11. Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations.
12. If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

CURATIVE INC.

HARRIS COUNTY

By:  
Ryan Souders  
General Counsel

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: \_\_\_\_\_  
T. Scott Petty  
Assistant County Attorney

ORDER OF COMMISSIONERS COURT  
Authorizing execution of agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2021 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT  
BETWEEN HARRIS COUNTY AND  
CURATIVE, INC.**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

**IT IS ORDERED** that County Judge Lina Hidalgo be and is hereby authorized to execute for and on behalf of Harris County an agreement between Harris County and Curative, Inc.; for providing Barrett Station Community Center as a site for COVID-19 testing; said agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Signatures

By: Ryan Souders  
Ryan Souders  
General Counsel

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: T. Scott Petty  
T. Scott Petty  
Assistant County Attorney

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