

COVID-19 TESTING LOCATION AGREEMENT

The following agreement is made and entered into by and between Burnet County, a governmental entity providing services to the citizens of Burnet County and Burnet County Rodeo Association, a non-profit organization, and hereinafter collectively referred to as ("the Parties").

WHEREAS, the Burnet County Rodeo Association is a Tennant in control of the grounds known as the Houston-Clinton Rodeo Grounds which is located within the confines of the Burnet County, Texas.

WHEREAS, on March 18, 2020 Burnet County Judge James Oakley signed a BURNET COUNTY PROCLAMATION DECLARING A LOCAL STATE OF DISASTER DUE TO A PUBLIC HEALTH EMERGENCY. The declaration resulted from the local effects of the nationwide COVID-19 virus pandemic.

WHEREAS, this public health emergency required Burnet County to designate locations to serve as a COVID-19 virus testing sites so that citizens of Burnet County could be tested for the virus.

WHEREAS, the Houston-Clinton Rodeo Grounds has been designated and utilized by Burnet County as a location where Burnet County Citizens may be tested for the COVID-19 virus. COVID-19 virus testing has occurred at this location since April 2019. It is further anticipated that this site shall continue to be utilized in this manner by Burnet County until the end of December 2020.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

I. Burnet County

- A. Burnet County requires a location in the northern portion of Burnet County to administer of COVID-19 virus testing to its citizens. Burnet County anticipates this need to continue until the end of December 2020.
- B. Burnet County agrees to pay a monthly flat rate of \$763.89 to the Burnet County Rodeo Association for the use of the Houston-Clinton Rodeo Grounds as a COVID-19 virus testing location. Burnet County recognizes that as of the date of this agreement, approximately six-months of use of this location has have been provided and shall be compensated.
- C. All payments shall be approved by the Burnet County Commissioners Court and payment rendered thereafter. Burnet County shall make payments on a monthly basis for the rental of this property.

II. Burnet County Rodeo Association

- A. Burnet County Rodeo Association agrees to provide the Houston-Clinton Rodeo Grounds to Burnet County for use as a testing site for the COVID-19 virus. All testing material, supplies, equipment, and manpower to perform testing shall be performed by entities working with Burnet County.
- B. Burnet County Rodeo Association agrees that it shall give Burnet County priority in the use of the Houston-Clinton Rodeo Grounds for its COVID-19 virus testing from April 2020 until the end of December 2020. It is anticipated that at least 55 days of testing will be utilized during this time period.

III. Term, Renewal of Agreement, Miscellaneous

- A. The term of this agreement is from April 1, 2020 until December 31, 2020.
- B. Either party may terminate this Agreement with 30 days' notice, with or without cause. Upon termination of this agreement, neither party shall have any obligations to the other party, except to pay for services already rendered.
- C. All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

COUNTY:

Hon. James Oakley
Burnet County Judge
220 South Pierce Street
Burnet, Texas 78611

BURNET CO. RODEO ASSOC.:

Burnet, Texas 78611

- D. If any provision of the Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of the Agreement.
- E. The waiver by either party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.

- F. This is the entire agreement between Burnet County and Burnet County Rodeo Association. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by all parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF BURNET COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS AGREEMENT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE BURNET COUNTY COMMISSIONERS COURT.

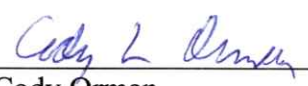
EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

BURNET COUNTY, TEXAS


By: Honorable James Oakley
Burnet County Judge

Date: 10/13/20

BURNET COUNTY RODEO ASSOCIATION


By: Cody Orman
President, Burnet County Rodeo Association

Date: 10-9-2020