

INTERLOCAL COOPERATION CONTRACT
by and between
BRAZOS COUNTY
and
TEXAS A&M AGRILIFE EXTENSION SERVICE

This Interlocal Cooperation contract (hereafter termed "Agreement") is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the **Brazos County** (hereafter referred to as "County"), a county within the State of Texas, and **Texas A&M AgriLife Extension Service** (hereafter referred to as "AgriLife Extension"), a member of The Texas A&M University System, and an agency of the State of Texas.

SECTION 1
PURPOSE

- 1.01 AgriLife Extension organizes an annual State 4-H Horse Show, a competition concentrated on equine events open to 4-H members (hereafter referred to as the "Event"). The Event is an eight-day event attended by hundreds of people from all over the state of Texas. For years, the Event was held in Taylor County, Texas. AgriLife Extension desires to move the Event to Brazos County for years 2019 through 2023.
- 1.02 County desires to have the Event in Brazos County and anticipates that the Event will promote and encourage tourism and local business consumption, including the area's hotel industry, resulting in increased revenues.
- 1.03 In support of the Event and to encourage its growth and longevity in Brazos County, County has agreed to provide support for the Event through an annual monetary contribution as further provided herein.

SECTION 2
TERM

- 2.01 *Term:* This Agreement becomes effective on the date of execution of final signature and ends on August 31, 2023 or when all payments due hereunder have been made whichever is later, unless terminated earlier in accordance with section 2.02 of this Agreement.
- 2.02 *Termination:* This Agreement may be terminated prior to the expiration of the Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this Agreement, only if AgriLife Extension fails to hold the Event in Brazos County in any year during 2019 through 2023, and the failure is not due to a *force majeure* event. Additionally, this Agreement may be terminated by mutual written agreement of the parties signed by an authorized representative of each party.

**SECTION 3
OBLIGATIONS & SUPPORT**

- 3.01** *Funding:* County agrees to pay to AgriLife Extension through the Hotel Occupancy Tax Funds (“HOT Funds”) \$50,000 (Fifty Thousand Dollars) annually for five (5) consecutive years as support for the Event. Payment shall be made on (or before) April 1st of each year beginning April 1, 2019 and is intended to be used for that year’s Event. Payment is due in one lump sum payment. If tendered by check, it shall be payable to Texas A&M AgriLife Extension Service and shall be remitted by County to the following address:

Texas A&M AgriLife Extension Service
Attn: Banking & Receivables
P.O. 10420
TAMUS 2147
College Station, TX 77843-2147

Alternatively, payment may be made by wire transfer. For wiring instructions please contact AgriLife Extension Banking & Receivables: Greg Chavarria, (979) 845-7229; Greg.Chavarria@ag.tamu.edu or Dana Evans, (979) 862-2245 dana.evans@ag.tamu.edu.

An invoice will be provided by AgriLife Extension upon request.

- 3.02** *Use of Funds:* AgriLife Extension may use the funds paid by County for any expenses incurred by AgriLife Extension associated with the Event. Unspent funds, if any, remaining at the conclusion of the Event each year, will remain with AgriLife Extension and may be used by AgriLife Extension for the following year’s Event or any other 4-H related activity.
- 3.03** *Reimbursement:* In the event that County remits funds to AgriLife Extension and AgriLife Extension fails to hold the Event in Brazos County during the year for which the funds were remitted, and the failure is not due to a *force majeure* event, AgriLife Extension shall reimburse to County the funds received for that year’s Event.

**SECTION 4
BRAZOS COUNTY EXPO REWARDS PROGRAM**

- 4.01** In addition to the support set out in Paragraph 3.01, County will provide additional support for the Event each year during the term of the Agreement, beginning in 2019, through the Brazos County Expo Rewards Program. Specifically, County will pay AgriLife Extension up to \$12,000 annually, for five consecutive years, through its Brazos County Expo Rewards Program following conclusion of the Event provided that AgriLife Extension complies with the terms specified herein.

- A. AgriLife Extension will coordinate with County’s Experience Bryan College Station (“Experience BCS”) to block hotel room blocks for the Event and to track

use of local hotel rooms by Event attendees. AgriLife Extension and/or Experience BCS will provide County with documentation regarding Event hotel room occupancy within the County following the Event.

- B. Provided that at least 601 room nights are credited to AgriLife Extension's Event during a given Event year, County will pay AgriLife Extension \$12,000 through Brazos County Expo Rewards Program following that year's Event.
- C. If less than 601 room nights are credited to AgriLife Extension's Event during a given Event year, County may reduce the amount paid to AgriLife Extension through Brazos County Expo Rewards Program that Event year in accordance with its existing Brazos County Expo Rewards Program policies.

4.01. Payment of funds through the Brazos County Expo Rewards Program shall be remitted to the address provided in Paragraph 3.01 above or by wire transfer following submission of Event hotel occupancy each year.

SECTION 5 MISCELLANEOUS

5.01 *Addresses:* Notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. County and/or AgriLife Extension can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:


County:	Brazos County Attn: Carl Kolbe 200 S. Texas Ave., Suite 332 Bryan, TX 77803
AgriLife Extension:	Texas A&M AgriLife Extension Service Attn: Stephen A. Schulze 2147 TAMU 578 John Kimbrough Blvd., 5 th Floor College Station, TX 77843-2147

5.02 Force Majeure: Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to *force majeure*, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the *force majeure* event or as soon as reasonably practicable.

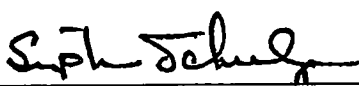
- 5.03** Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or exclusive relationship between County and AgriLife Extension.
- 5.04** Applicable Law: This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this Agreement and held by County and AgriLife Extension are cumulative and the exercising of one will not exclude exercising another. County and AgriLife Extension each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Agreement.
- 5.06** Non-waiver: A waiver by either County and AgriLife Extension, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement. Additionally, the parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that either Party has by operation of law.
- 5.08** Severability: If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law, County and AgriLife Extension intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** Entire Agreement: This Agreement contains the final and entire agreement between County and AgriLife Extension, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this Agreement and performable by County will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of assignment of this Agreement.
- 5.12** Dispute Resolution: Any dispute between County and AgriLife Extension regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas.

5.07 Counterparts: This Agreement may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

EXECUTED the 31st day of July, 2018 by County, by its duly authorized agent.

By: 
Brazos County
Duane Peters
County Judge

EXECUTED the 24th day of July, 2018 by AgriLife Extension, by its duly authorized agent.

Texas A&M AgriLife Extension Service
By: 
Stephen A. Schulze
Asst. Vice Chancellor for Administration
Texas A&M AgriLife
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