

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 **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 moved the Event to Brazos County for years 2019 through 2023, and desires to hold the Event in Brazos County for years 2024 through 2028.
- 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, 2028 (the “Term”), 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, if AgriLife Extension fails to hold the Event in Brazos County in any year during 2024 through 2028, and the failure is not due to a Force Majeure Event (defined in Paragraph 5.02). Additionally, this Agreement may be terminated by mutual written agreement of the parties signed by an authorized representative of each

party. Either party may terminate this Agreement effective upon written notice to the other party if the other party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

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, 2025, and is intended to be used for that year’s Event. The payment for the 2024 Event shall be made on July 1, 2024. 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: banking.receivables@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 2024, through the Brazos County Expo Complex Rewards Program (“Rewards Program”). Specifically, County will provide a discount to AgriLife Extension on facility fees of up to \$12,000 annually, for five consecutive years, through its 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 Visit College Station and Destination Bryan to block hotel room blocks for the Event and to track use of local hotel rooms by Event attendees. AgriLife Extension, Visit College Station, or Destination Bryan will provide County with documentation regarding Event hotel room occupancy within the County following the Event.
- B. Provided that at least 75 surveys are completed by Event attendees during a given Event year, County will discount AgriLife Extension \$500 through the Reward Program following that year's Event.
- C. If AgriLife Extension meets the survey threshold listed in Section 4.01.B., County will discount AgriLife Extension an additional amount under the applicable hotel room tier as follows:
 - (i) Provided that at least 601 room nights are credited to AgriLife Extension's Event during a given Event year, County will discount AgriLife Extension an additional \$11,500 through the Rewards Program following that year's Event.
 - (ii) If 401 to 600 room nights are credited to AgriLife Extension's Event during a given Event year, County will discount AgriLife Extension an additional \$8,500 through the Rewards Program following that year's Event.
 - (iii) If 201 to 400 room nights are credited to AgriLife Extension's Event during a given Event year, County will discount AgriLife Extension an additional \$6,500 through the Rewards Program following that year's Event.
 - (iv) If 100 to 200 room nights are credited to AgriLife Extension's Event during a given Event year, County will discount AgriLife Extension an additional \$4,500 through the Rewards Program following that year's Event.
 - (v) If less than 100 room nights are credited to AgriLife Extension's Event during a given Event year, AgriLife Extension will receive no additional support through the Rewards Program for that year's event.
- D. For the avoidance of doubt, County will discount AgriLife Extension the applicable hotel tier amount in addition to the amount discounted under Section 4.01.B. for meeting the survey threshold.
- E. The additional support provided through the Rewards Program in Sections 4.01.B. and 4.01.C. will be provided in the form of a discount on the facility use invoice provided by County. If, for any reason, County does not have the necessary information to determine the applicable Rewards Program amount owed to AgriLife Extension when the invoice is provided, County will invoice AgriLife Extension for the full facility use amount and reimburse AgriLife Extension when

the applicable Rewards Program amount is determined. Such reimbursement will be paid by County by the end of the calendar year in which the Event is held. This Section shall survive the expiration or termination of the Agreement.

- 4.02.** If applicable in accordance with Section 4.01.E., payment of funds through the 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: Any notices required or permitted under this Agreement must be in writing and will be deemed given: (i.) three (3) business days after it is deposited and postmarked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii.) the next business day after it is sent by overnight carrier, (iii.) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv.) on the date of delivery if delivered personally. 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
200 S. Texas Ave., Suite 332
Bryan, TX 77803

**AgriLife
Extension:** Texas A&M AgriLife Extension Service
Attn: Texas A&M AgriLife Contract Office
2147 TAMU
578 John Kimbrough Blvd.
College Station, TX 77843-2147
979-845-7879
contracts@ag.tamu.edu

- 5.02** Force Majeure: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement (other than an obligation for the payment of money) if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control, including, but not limited to, acts of God, strikes, riots, floods, fires, epidemics, quarantines and similar governmentally mandated closures or restrictions, natural disasters, severe weather events, embargoes, wars, insurrections, terrorist acts, or any other circumstances of like character (together "Force Majeure Event(s)"); provided, however, that the affected party has not caused such Force Majeure Event(s), shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. The party impacted by the Force Majeure Event(s) shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the Force Majeure Event(s)

and the actions taken to minimize the impact of such event(s). If the Force Majeure Event(s) prevents or delays performance for thirty (30) days or longer, then either party may terminate this Agreement for convenience effective upon written notice.

- 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. AgriLife Extension is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of AgriLife Extension to claim any exemptions, privileges, or immunities as may be provided by law.
- 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.
- 5.07** Severability: If any clause of 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 if the essential terms of this Agreement remain valid, legal, and enforceable.
- 5.08** Entire Agreement: This Agreement contains the final and entire agreement between County and AgriLife Extension, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.09** 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.
- 5.10** 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.

- 5.11 Public Information Act: County acknowledges that AgriLife Extension is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- 5.12 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 by County, by its duly authorized agent.

Brazos County

By: _____
 Duane Peters
 County Judge

Date: _____

EXECUTED by AgriLife Extension, by its duly authorized agent.

Texas A&M AgriLife Extension Service

By: ^{DocuSigned by:} Donna D. Alexander
 Donna D. Alexander
 Assistant Agency Director, CFO

Date: July 9, 2024 | 12:38 PM PDT

