

INTERLOCAL COOPERATION CONTRACT

This INTERLOCAL COOPERATION CONTRACT ("Agreement") is made and entered into this 1st day of February, 2017, by and between Texas A&M AgriLife Extension Service ("Grantee") whose primary address is 600 John Kimbrough Blvd., Suite 509, College Station, Texas 77843-7101, and POLK COUNTY, TEXAS, ("Grantor"), by and through its duly elected Commissioners Court (known collectively as the "Parties"), for the use and benefit of the Grantee's Texas 4-H Shooting Sports whose address is 602 East Church Street, Suite 602, Livingston, Texas 77351, pursuant to the authority granted and in compliance with the provisions of the "The Interagency Cooperation Act," *Texas Government Code*, Ch. 791.

I. Contracting Parties:

RECEIVING PARTY: Texas A&M AgriLife Extension Service ("Grantee")

PERFORMING PARTY: Polk County ("Grantor")

II. Statement of Services to be Performed:

The Grantor is the owner of certain real property (hereinafter "the Property") located on FM 942 in Leggett, Polk County, Texas, and more particularly described in the map and plat description, which are attached hereto as Exhibits A and B, respectively, and incorporated by reference as if fully recited herein.

The purpose of this Agreement is to authorize Grantee to enter upon and utilize the Property for the recreational purpose(s) stated herein, and under the conditions, as defined below.

In consideration of the mutual covenants contained herein, Grantor does hereby grant unto Grantee free of charge, over that portion of the Property described in Exhibits A and B, the right to use the Property specifically as grounds on which Grantee's Texas 4-H Shooting Sports can hold firearms and/or archery shooting events, including, but not limited to, practices, tournaments and/or training under the conditions set forth herein. This access to the Property also includes consent for Grantee to construct, develop, manage, maintain, operate, improve, renovate, finance or otherwise provide for, at Grantee's sole expense, structures and/or facilities necessary to conduct the aforementioned activities, which facilities and/or structures may include shooting ranges, buildings and other structures reasonably necessary to conduct the activities listed herein. Any structures, buildings or facilities shall be constructed and maintained in conformance with generally accepted design standards, and may include such improvements as necessary to comply with all lawful requirements, including the Americans with Disabilities Act. Grantee shall be responsible for maintenance and upkeep of any and all improvements on the Property.

Except as expressly stated in this Agreement, Grantor retains, and may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose.

Grantee hereby acknowledges that this is a Land Use Agreement only, and that no right or title of any kind, other than the specific limited rights granted herein, is passed hereunder. Further, Grantee agrees that any and all permanent improvements made to the Property will be and shall remain the property of Grantor during and after the term of this Agreement.

Portable/movable improvements will be and shall remain the property of Grantee and may be removed by Grantee upon expiration or termination of this Agreement.

It shall be a prerequisite to any person entering the Property at the invitation of the Grantee to sign a release, a copy of which is attached hereto as Exhibit C and incorporated by reference as if fully recited herein, which absolves, releases and discharges Grantor, its employees, heirs, appointees, executors, administrators and assigns, from any and all obligation, responsibility or liability of any kind whatsoever related to any injury of any kind whatsoever to person or property that occurs on the Property, regardless of fault, and regardless of the status of the injured party as an invitee, trespasser or otherwise. Further, to the extent allowed by law, Grantee hereby agrees to release, defend and hold Grantor, its employees, heirs, appointees, executors, administrators and assigns, harmless and free of any liability, from any claims, lawsuits, charges and the like, of any nature whatsoever, arising from or in any way related to, Grantee's use of the Property.

Additionally, as a condition precedent to (a) this Agreement initially taking effect, and (b) to its automatic annual renewal as contemplated herein, Grantee shall provide to Grantor current certificates for Liability and Commercial General Liability Insurance coverage that includes an Additional Insured Endorsement naming Grantor as an additional insured party.

The Parties further agree that the rights granted under this agreement shall not create in the public or any user under this agreement, including Grantee, its employees, heirs, appointees, executors, administrators and assigns, any ownership interest in the Property, nor shall that use ripen into adverse possession.

III. Bases for Calculating Reimbursable Costs:

No costs will be reimbursed by either party hereto. Each party will responsible for its own costs incurred in the performance of this Agreement.

IV. Contract Amount:

The total amount of this Agreement shall not exceed: zero.

There will be no payment by either party to the other pursuant to this Agreement. Each party will be responsible for its own costs incurred in the performance of this Agreement.

V. Term of Contract:

This Agreement shall be for a primary term of one (1) year beginning from the date hereof and shall thereafter automatically renew for subsequent one (1) year periods unless Grantee gives

written notice to the Grantor at least thirty (30) days prior to the expiration of the then existing term that it wishes to terminate the Agreement. However, Grantor may cancel this Agreement at any time and for any reason should it desire to use all or part of the Property for other purposes. In such event, Grantor shall endeavor to give Grantee at least 30 days notice prior to such cancellation. The Parties may mutually agree to terminate the Agreement at any time.

The undersigned contracting Parties do hereby certify that: (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected agencies of State Government, and (2) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

Grantee, the RECEIVING AGENCY, further certifies that it has the authority to contract for the above services by authority granted in: Chapters 771 and 791, *Texas Government Code*

Grantor, the PERFORMING AGENCY, further certifies that it has authority to perform the services contracted for by authority granted in: Chapter 791, *Texas Government Code*

This document represents the entire agreement of the Parties, and may not be amended except in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Land Use Agreement on the day and date set out above.

Polk County, TEXAS

By: Hon. Sydney Murphy, County Judge

Texas A&M AgriLife Extension Service

By: Stephen A. Schulze

Asst. Vice Chancellor for Administration

Texas A&M AgriLife

EXHIBIT A

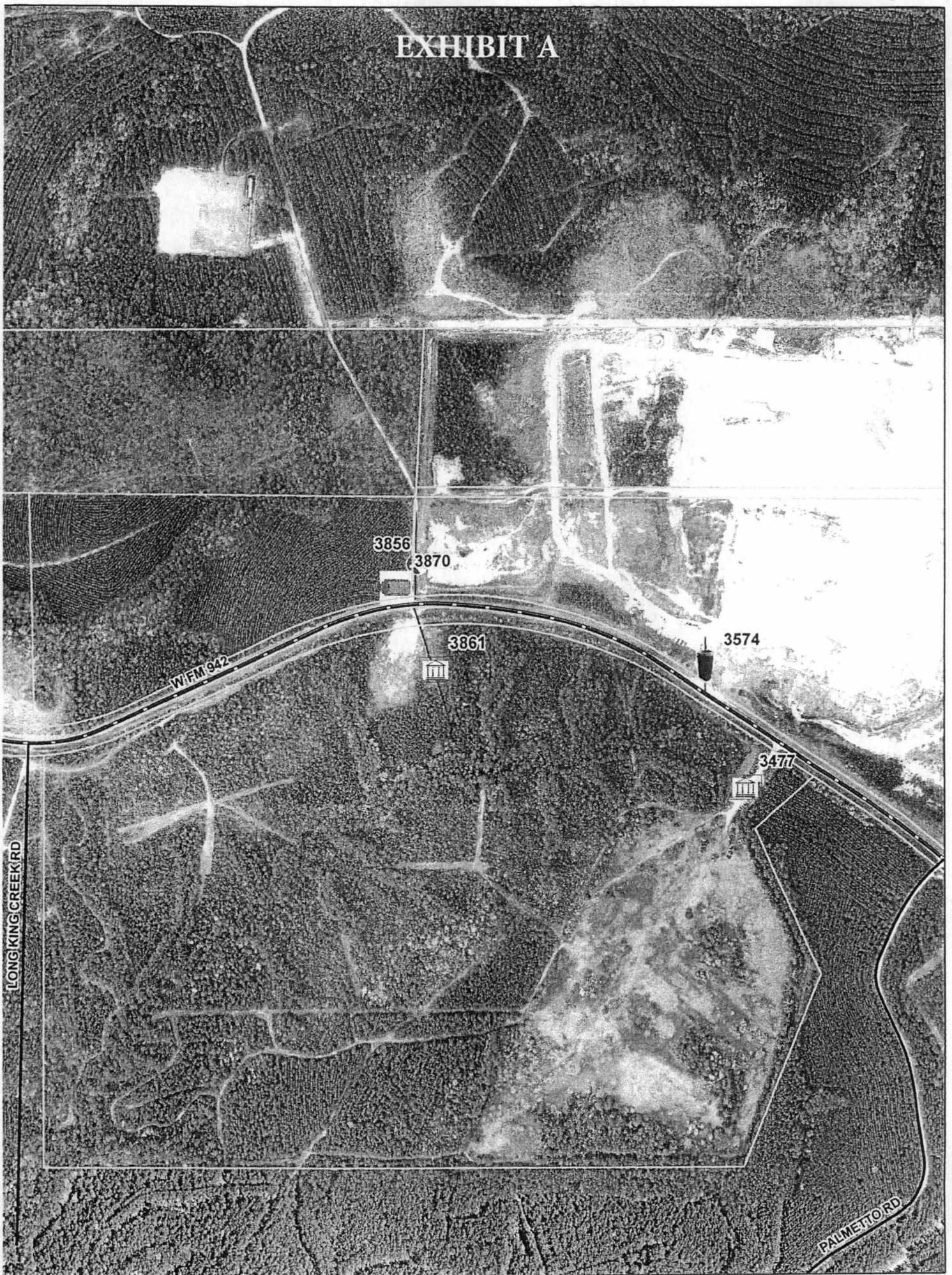


EXHIBIT B

Identify

Identify from: PARCELS 8 16 2016

PARCEL

100

Location:

315,617.175 3,412,181.088 Meters

Field	Value
FID	57339
ACCT_NO	10039002310
prop_id	13707
file_as_na	COUNTY OF POLK
legal_desc	ABST 39 WM JOHNS SURVEY; TRACT PT 16,17, 18-B; 220. ACRES
situs_num	
situs_stre	W
situs_st_1	FM 942
situs_st_2	
situs_city	LEGGETT
situs_stat	TX
situs_zip	77350
owner_tax_	2017
legal_acre	220
hood_cd	NWI
school	ILV
city	
county	GP
sl_dt	3/13/1997
sl_price	0
next_appra	<null>
tract_or_1	PT 16,17, 18-B
abs_subdv_	10039
land_val	503067
imprv_val	0
market	503067
block	
map_id	J11
geo_id	10039002310
Volume	
Page	
abs_subdv1	ABST 39 WM JOHNS SURVEY
subset_cd	
PACS_Bldg_	0
bldg_permi	
bldg_per_1	<null>
bldg_per_2	
bldg_per_3	0
bldg_per_4	0
topography	
zoning	

Waiver for Participation

In consideration of being permitted to participate (including guests of participants who are observing only) in shooting sports events at Polk County Leased Land the undersigned, individually and/or in his capacity as parent/legal guardian for a minor child(ren) identified herein for himself/herself, his/her spouse, his/her child(ren), legal representatives, heirs, assigns, HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES County of Polk, Polk County 4-H Shooting Sports and such parties' officers, directors, committee members, and each of them, together with any corporate and/or charitable entity sponsoring the event, its officers, directors, and employees from all liability to the undersigned releaser, his/her spouse, his/her child(ren), legal representatives, heirs and assigns, of and from any and every claim, demand, action or whatever kind of nature, either in law or in equity, arising from or by reason of bodily injury or personal injuries known or unknown death or property damage resulting from any accident that may occur from his/her participation or his/her child's participation, in shooting sports events or any activities in connection with same, and whether by any such parties negligence or not. The undersigned also assumes full responsibility for the risk of bodily injury, death or property damage that may occur during his/her participation, work or other activities related to participation whether or not the same is caused by the negligence of any of the above mentioned entities, their employees or officials or otherwise. The undersigned further agrees to indemnify of all the above mentioned entities, their officers, committee members, and each of them, from any loss, damage or cost they incur due to the undersigned's, or the undersigned's minor child's, participation in the shooting sports event. This release, waiver, and indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect. The undersigned further states that he/she has carefully read the foregoing release the foregoing and knows the contents thereof and signed this release as his/her own free act. In witness whereof, the undersigned has executed this release on the day and year stated below.

Shooters Signature: _____

Date: _____, 2016

Printed Name: _____

I HEREBY CERTIFY that I am the parent/guardian/legal custodian of the minor designated herein, and I execute this RELEASE on behalf of the minor, indemnifying all entities identified.

Signature of Parent/Guardian/Legal Representative: _____

Date: _____, 2016

Printed Name: _____

2015-2016 TEXAS 4-H & YOUTH DEVELOPMENT PROGRAM

Program Name

CAMP & ENRICHMENT PROGRAM

WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULPATORY CLAUSE. In consideration for receiving permission for my/my child's participation in any and all activities of **Texas 4-H** (herein referred to as "camp"), which is sponsored by **Texas A&M AgriLife Extension Service and Texas 4-H Youth Development Program**, (herein referred to as "sponsor"), I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes sponsor, The Texas A&M University System and its members, the Board of Regents for The Texas A&M University System, Texas A&M AgriLife Extension Service, Texas 4-H Youth Development Program, Texas 4-H Inc., Texas 4-H Youth Development Foundation, and their members, officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES or INDEMNITEES) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while participating in such activity, while traveling to and from the activity, or while on the premises owned or leased by RELEASEES, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.
2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to my child, myself and others involved with this activity, including but not limited to all events and activities, and I choose to voluntarily participate/allow my child to participate in said activity with full knowledge that the activity may be hazardous to me, my child and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I/my child should not participate. **I agree to indemnify and hold harmless INDEMNITEES** from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, my child, other participants, and third-persons as a result of my/my child's participation in said activity, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES.**
3. NO INSURANCE. I understand that RELEASEES may or may not maintain any insurance policy covering any circumstance arising from my/my child's participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Organization may not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so organization, can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.
4. BINDS HEIRS. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.
5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my/my child's participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me/my child, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment

due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

6. **VOLUNTARY SIGNATURE.** In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; sponsor has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself and my child from its terms and the associated risks of the activity by simply not participating in the activity and choosing some other activity available to me/my child that has a lower level of risk to myself and my child. I further understand this is a voluntary, extracurricular activity. While I understand alternative activities are available to me/my child that do not have the risks associated with this activity I still desire to voluntarily engage/ permit my child to engage in this activity.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.
CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

SIGNED this _____ day of _____, 20 _____

Participant Signature: _____

Printed Name: _____

Participant's Date of Birth: _____

Parent or Legal Guardian Signature:
(If participant is under 18 years old) _____

Parent or Legal Guardian Printed Name:
(If participant is under 18 years old) _____

In case of emergency, contact
at the following number _____

If the participant has medical insurance, please indicate:

Insurance Company: _____

Policy Number: _____

Name of Primary Policy Holder: _____

Please list any special services your child may require: _____
