

INTERLOCAL COOPERATION CONTRACT

This INTERLOCAL COOPERATION CONTRACT ("Agreement") is made and entered into this 1st day of March, 2024 (hereinafter "the Effective Date"), 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") whose primary address is 101 W. Church St. Suite 300, Livingston, Texas 77351, 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 location is Property ID 13707 W. FM 942 Leggett, TX 77350, 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 be 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 lease shall be for a term (the "Initial Term"), commencing on Effective Date and ending ninety-nine (99) years after the Effective Date, unless sooner terminated as provided herein.

The Term of this Lease shall further consist of an initial period commencing on the Effective Date during which Grantee prepares the Premises for the intended use (the "Preparation Period") and thereafter, once the preparations are complete and the intended uses may commence, up to and until the end of the Term, as such Term may be renewed from time to time (Operational Period"). More specifically, the Operational Period shall commence on the day on which Tenant notifies Landlord that the Preparation Period has concluded..

VI. Renewal Term of Contract:

Grantee shall have the right to renew this Lease for additional periods of ten (10) years each (collectively the "Renewal Terms" and individually each a "Renewal Term"), in accordance with the following procedure. Tenant may exercise such right only by giving notice (the "Renewal Notice") to Landlord of its intention to exercise said right at least six (6) months before the expiration of the Then-current Term of this Lease.

VII. Termination

This Lease shall automatically terminate ninety (90) days following the surrender, expiration or termination of contract by Grantor, including any extensions or renewals thereof.

Grantee may cancel this Agreement at any time and for any reason should it desire. Grantor or Grantee may cancel this Agreement in the event that either party is in breach of contract and both parties cannot remedy the breached terms. In such event, Grantor or Grantee shall endeavor to give at least 90 days notice prior to such cancellation. The Parties may mutually agree to terminate the Agreement at any time.

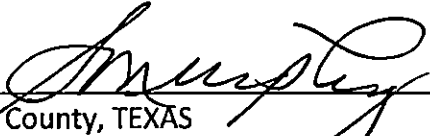
The undersigned contracting Parties do hereby certify that: (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected agencies of State Government, and (2) the services, materials, or equipment contracted 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 Agreement represents the entire and integrated agreement between the Grantor and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral. No official, employee, agent or representative of the county has any authority, either express or implied, to amend this contract, except pursuant to such express authority as may be granted by the county's Commissioners Court. 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