

Interlocal Agreement

Texas A&M University ("Texas A&M"), a member of The Texas A&M University System (the "System"), and Brazos County, Texas, enter into this Agreement effective _____ (the "Effective Date"). The parties agree as follows:

- 1. Purpose.** Texas A&M and Brazos County enter into this Agreement to secure for the Bryan/College Station Convention and Visitors' Bureau ("CVB"), on behalf of Brazos County, preferred access to certain Texas A&M facilities at preferred rates for the purpose of promoting tourism and the convention and hotel industry in Brazos County. Both parties recognize that the payment received by Texas A&M from Brazos County pursuant to this Agreement will be used to fund the renovation of Texas A&M's Kyle Field, a stadium located within Brazos County and owned by Texas A&M.
- 2. Definitions.** For purposes of this Agreement, the following definitions apply:

 - 2.1 "Hotel Occupancy Tax" means the portion of the hotel occupancy tax imposed by Brazos County that is 0.75% of the price paid for a room in a hotel, as authorized under Texas Tax Code Section 352.003, as amended by the 83rd Texas Legislature.
 - 2.2 "Hotel Occupancy Tax Revenue" means the portion of the hotel occupancy tax collected by Brazos County that is derived from the Hotel Occupancy Tax.
 - 2.3 "Quarter" means a three-month period ending on March 31, June 30, September 30, or December 31, or any stub period at the commencement or termination of this Agreement.
 - 2.4 "Revenue Financing System" means The Texas A&M University System Revenue Financing System.
- 3. Preferred Facility Access and Kyle Field Renovations.**

 - 4.1 Contemporaneously with the execution of this Agreement, Texas A&M shall enter into the Preferred Facilities Access Agreement with CVB, providing for preferred access to certain Texas A&M facilities at preferred rates for the purpose of promoting tourism and the convention and hotel industry in Brazos County.
 - 4.2 Texas A&M shall use the funds it receives under this Agreement to renovate Kyle Field and increase seating capacity significantly, and shall administer the renovation in a manner that maintains home games at Kyle Field during construction; provided that the parties acknowledge and agree that home games against the University of Arkansas will be played at Cowboys Stadium in Arlington, Texas until the expiration of the current agreement among Texas A&M, University of Arkansas and the Dallas Cowboys.
- 4. Hotel Occupancy Tax Revenue.** Brazos County shall pay Texas A&M, no later than 30 days after Brazos County's receipt of the Hotel Occupancy Tax Revenue for each Quarter, an amount equal to the Hotel Occupancy Tax Revenue collected for such Quarter. Brazos

County shall submit to Texas A&M, no later than 30 days after Brazos County's receipt of the Hotel Occupancy Tax Revenue for each Quarter, a report of the total Hotel Occupancy Tax Revenue for such Quarter.

5. Term.

6.1 This Agreement commences on the Effective Date and terminates on the 30th anniversary of the date that the System issues its first series of bonds to finance the renovation of Kyle Field, provided that the System issues such bonds no later than 24 months after the Effective Date. If System fails to issue such bonds within 24 months after the Effective Date then this Agreement will terminate on the 30th anniversary of the Effective Date.

6.2 All payment obligations accruing before the termination of this Agreement will survive the termination of this Agreement.

6. Dispute Resolution. Brazos County shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Brazos County that cannot be resolved in the ordinary course of business. Brazos County shall submit written notice of a claim of breach of contract under this chapter to the President of Texas A&M, who shall examine Brazos County's claim and any counterclaim and negotiate with Brazos County in an effort to resolve the claim.

7. General Provisions.

8.1 Each party shall excuse any breach of this Agreement by another which is proximately caused by government regulation, other regulatory authority, war, strike, act of God, or other similar circumstance normally outside the control of well-managed businesses, provided that the breaching party makes diligent efforts to expeditiously remedy the breach and such continued performance does not violate state law or a court order.

8.2 Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

(a) Texas A&M University
Attn: President, Texas A&M University
Rudder Tower, 8th Floor
College Station, TX 77843-1181
Phone: 979-862-7777
Fax: 979-862-7778
Email: president@tamu.edu

(b) Brazos County, Texas

Attn: Brazos County Treasurer
200 South Texas Ave., Suite 240
Bryan, Texas 77803 Phone: (979) 361-4345
Email: ldavis@co.brazos.tx.us

8.3 The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.

8.4 This Agreement does not create a partnership or joint venture between the parties and no party may obligate or bind the others in any manner.

8.5 Any pecuniary obligation of Texas A&M (or the System) arising hereunder is subject to the prior lien and pledge securing the obligations issued pursuant to the Revenue Financing System.

8.6 This Agreement, with the rights and privileges it creates, is assignable only with the written consent of all of the parties.

8.7 Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

8.8 This Agreement contains the entire understanding of the parties with respect to the matters contained in this Agreement, and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not change or alter this Agreement unless expressly stated in writing.

8.9 This Agreement may be signed in counterparts each one of which is considered an original but all of which constitute a single instrument.

The parties have executed this Agreement on the date(s) written below.

Texas A&M University

Brazos County, Texas

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____