

**SUPPLEMENT AGREEMENT REGARDING  
MANAGEMENT OF NUECES COUNTY REGIONAL FAIRGROUNDS  
DURING THE JUNE 2021 INNOVATIVE READINESS TRAINING MISSION**

This *Supplemental Agreement* (“Supplement”) is made by and between Nueces County, Texas (“County”) and Global Spectrum, L.P., d/b/a Spectra Venue Management, a Delaware limited partnership (“Manager”).

**RECITALS**

**WHEREAS**, on October 1, 2016, the County entered into a Management Agreement with the Manager (“Agreement”) for management of the Nueces County Regional Fairgrounds (“Fairgrounds”), and which Agreement has been extended through September 1, 2021;

**WHEREAS**, the County desires to utilize the Fairgrounds during the month of June 2021 to serve as the assembly place and base of operations for the Department of Defense’s Innovative Readiness Training (“IRT”) mission;

**WHEREAS**, the Agreement does not provide adequate reimbursement by the County to the Manager for the facility rental fees that the Manager will be unable to collect for the extended period during the June 2021 IRT mission, as well as the additional resources and expenses that the Manager may be required to expend or incur as a result of the County utilizing the Fairgrounds to serve as the assembly place and base of operations for the IRT mission in June 2021; and

**WHEREAS**, the terms and provisions of this Supplement are intended to apply, and will apply, only in relation to the June 2021 IRT mission.

**NOW THEREFORE**, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

**I.**

Purpose

The purpose of this Supplement is to authorize the County to compensate the Manager for facility rental payments that will be lost during the June 2021 IRT mission and to reimburse the Manager for any additional expenses incurred by the Manager that, as determined by the County, are above and beyond those expenses that are provided for under the Agreement, and that are directly related to the County utilizing the Fairgrounds as the assembly place and base of operations for the IRT mission in June 2021.

**II.**

Duties of the Manager

A. During the June 2021 IRT mission, the Manager agrees to continue to provide its usual and customary services as set forth in the Agreement.

B. The Manager agrees to invoice the County separately for the amounts to be paid hereunder. The Manager agrees to submit an itemized invoice to the County within thirty (30) days after completion of the June 2021 IRT mission. The Manager agrees that the invoice submitted hereunder will contain sufficiently detailed information to enable the County to determine that the amounts being charged are related to the June 2021 IRT mission and are properly reimbursable. The Manager agrees to submit other additional documentation or information that the County may reasonably request in support of the items and amounts charged to the County by the Manager pursuant hereto.

III.  
Duties of the County

A. Notwithstanding any language to the contrary in Section 4.4, and in conformance with Section 4.5 of the Agreement, the County agrees to pay the Manager the total sum of \$48,500.00 in compensation for the facility rental fees that the Manager will be unable to collect for the extended period during the June 2021 IRT mission, to wit:

Berry Pavilion	\$500 per day x 30 days = \$15,000.00
Exhibit Hall A	\$500 per day x 30 days = \$15,000.00
Conference Center	\$500 per day x 30 days = \$15,000.00
Equestrian Center	\$250 per day x 14 days = <u>\$ 3,500.00</u>
Total:	\$48,500.00

B. Additionally, the County agrees to reimburse the Manager for any additional expenses incurred by the Manager that the County, in its sole discretion, determines are above and beyond those expenses that would normally be incurred, and that are directly related to the County utilizing the Fairgrounds as the assembly place and base of operations for the IRT mission in June 2021, including, but not limited to, the following items: 1) Continuous operation of the air conditioning in the Fairground's Conference Center, Exhibit Hall A, and the Berry Pavilion; 2) Extra janitorial supplies that will be required; 3) Extra labor by the Manager for cleaning, setting up, or tearing down; 4) Additional water, sewer, and gas utilities expenses; 5) Increased trash disposal services expenses; and 6) Increased use of fuel from the fueling station.

C. The County agrees to promptly remit payment for amounts properly payable under this section.

IV.  
Term and Scope of Supplement

The terms and provisions of this Supplement apply only to, and during, the County's use of the Fairgrounds to accommodate the IRT mission to Nueces County during the month of June 2021. All other provisions of the Agreement not addressed in this Supplement shall remain in full force and effect, and shall be incorporated herein

V.  
Signatories and Effective Date

This Agreement shall be effective from and after the latest date of signature as evidenced below.

**SIGNED** on the dates indicated below.

**FOR THE COUNTY:**

By: \_\_\_\_\_

Name: Barbara Canales

Title: Nueces County Judge

Date: \_\_\_\_\_

**FOR THE MANAGER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_