

COPY

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE COASTAL BEND COLLEGE AND THE BEEVILLE
INDEPENDENT SCHOOL DISTRICT**

This Interlocal Governmental Agreement (the "Agreement") is hereby made and entered into by and between the Coastal Bend College (the "College"), a public junior college established pursuant to Chapter 130 of the Texas Education Code and the BEEVILLE INDEPENDENT SCHOOL DISTRICT ("BISD" or the "District"), a public school district established pursuant to Chapter 11 of the Texas Education Code, collectively referred to as the "Parties" and individually as a "Party" This Agreement is entered into pursuant to and in accordance with the Interlocal Cooperation Act, Texas Government Code Chapter 791.001.

WHEREAS, the College owns Joe Hunter Field, a baseball complex consisting of field and facilities ("College Complex"), including a water well, located at 3800 Charco Road, Beeville, Texas 78102;

WHEREAS, the District owns, a softball complex consisting of field and facilities ("District Complex"), located at the corner of Inez and Adams Streets in Beeville, Texas;

WHEREAS, the Parties have identified certain common, legitimate public purposes in entering into this Agreement;

WHEREAS, this Agreement will benefit both Parties by providing the District and the residents of Bee County with access to the College Complex, and simultaneously providing the benefit of access by the College to the District Complex;

WHEREAS, the governing bodies of the Parties have each met in legally convened meetings and authorized their respective representatives to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, the Parties contract, covenant and agree as follows:

1. The term of this Agreement shall be ten (10) years, beginning on February 1, 2015, and ending on January 31, 2025 (the "Term") unless sooner terminated according to this Agreement. A Party may terminate this Agreement at any time upon three hundred sixty-five (365) days written notice to the other Party. Alternatively, the District may terminate this Agreement in August of any year to the extent funds to maintain the condition of the District Complex to meet the standards for collegiate and UIL play as required by this Agreement are not appropriated for the following fiscal year, and the College may terminate this Agreement in August of any year to the extent funds to maintain the condition of the College Complex to meet the standards for collegiate and UIL play as required by this Agreement are not appropriated for the following fiscal year. In the event of a termination by either Party under such circumstances, the Party wishing to terminate will provide written notice of termination as soon as possible thereafter. The Parties may renew and extend this Agreement for up to ten (10) years by mutual written consent reached on or before the expiration of the Term, and the Parties will review the Agreement annually.
2. The College shall permit the District to play baseball games at the College Complex at no cost to the District. In exchange, the District shall permit the College to play softball games at the District Complex at no cost to the College. The College agrees to practice softball at some

other location than the District complex. The District agrees to practice baseball at some other location than the College Complex. If extenuating circumstances arise, the District agrees to use good faith in attempting to accommodate the College to practice softball at the District Complex. If extenuating circumstances arise, the College agrees to use good faith in attempting to accommodate the District to practice baseball at the College Complex. The College will ensure the College Complex satisfies the baseball requirements for both collegiate and UIL play. The District will ensure the District Complex satisfies the softball requirements for both collegiate and UIL play. The College coaches and administrators will inform visiting coaches and administrators that they are all visitors on the District's campus, and all coaches and administrators will use their best efforts to ensure that the players, managers and fans are all well behaved and mindful that secondary school students are close by. The College will provide at its own expense one uniformed security guard at each College game played at the District Complex and the District will provide at its own expense, one uniformed security guard at each District game played at the College Complex.

3. Use of the College Complex and the District Complex will be coordinated and agreed to, between only the District Athletic Director and the College Athletic Director. Any conflicts that arise will be resolved, to the extent possible, between said athletic departments informally. A committee of the College and District boards will meet on an as-needed basis to discuss any future unanticipated conflicts which cannot be resolved by the athletic directors knowing that each full board would have to meet in an official notice posted meeting to actually change this agreement. It is anticipated that the College Complex will be completed and ready for play on March 1, 2015; however, weather delays may postpone the anticipated completion date. In the event that the College Complex is not ready for play on the date of the first District scheduled baseball games, the District will play those games at its practice field and then play all other scheduled games at the College Complex.
4. The District will have use of the College Complex for each A.C. Jones High School baseball game, including both regular season and playoff games. The College will have use of the District Complex for each Coastal Bend College softball game, including both regular season and tournament games. In the event that the District's varsity baseball team makes the playoffs, the District would have the right to use the College Complex for its playoff games. If there is a conflict between the College baseball schedule and a District playoff game, the conflict will be coordinated and agreed to, between only the District Athletic Director and the College Athletic Director. The College will be in charge of scheduling high school playoff games which did not involve the District. It would be up to the College to inform the schools involved in any playoff game of the requirements for use of the College Complex. The College softball team will have the same rights and responsibilities at the District Complex.
5. Revenue generated by the District for games played at the College Complex will be received by the District. Payment to all game day workers at the District games will be paid by the District. Revenue generated by the College at the District Complex will be received by the College. Payment to all game day workers at the College games will be paid by the College. The District would not have any right to revenue generated by a playoff game not involving the District or be involved with any of the planning or preparation for a playoff game. The District

would be in charge of all concession sales at the District Complex and the College would be in charge of all concession sales at the College Complex.

6. The District may store equipment or other property in the College Complex if the property does not impede the College's use of the College Complex. The District shall receive written authorization from the College before making any alterations to the College Complex. The College may store equipment or other property in the District Complex if the property does not impede the District's use of the Complex. The College shall receive written authorization from the District before making any alterations to the District Complex.
7. During the Term the College will operate and maintain the Complex as a baseball field, subject to the annual appropriation of funds. During the term the District will operate and maintain the District Complex as a softball field, subject to the annual appropriation.
8. The Parties shall coordinate and pay for all other expenses incurred by or for their Complex, including the cost of regular custodial and maintenance services, provision of and payment for water and utility connections and service as reasonably necessary for a baseball or softball field. It is understood and agreed that the Parties will not pay any such costs or expenses, nor any other costs of ownership and operation of the other Party's Complex.
9. This Agreement is not a lease or rental agreement and does not create a tenant-landlord relationship between the Parties.
10. Nothing in this Agreement shall be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity, or of any other legal defense available at law or in equity to the Parties as to any third party under the laws of this State.
11. The provisions of this Agreement to the contrary notwithstanding, if any Party through no fault or negligence on its part, is unable to perform an obligation under this Agreement due to a cause or condition beyond its control including, but not limited to, Acts of God and/or any other cause beyond the reasonable control of the Party whose performance is affected, then said Party shall be entitled to a reasonable extension of time in which to perform its obligations, but in no event to exceed one day for each day in which the party was unable to perform due to an event of force majeure.
12. In the event a dispute or claim of breach arises between the Parties with regard to either the College Complex or the District Complex or use of the College Complex or District Complex under this Agreement, the aggrieved Party shall provide the other Party with: (i) written notice of the claim with sufficient specificity to enable the recipient to understand the nature and specific details of the claim; and (ii) a reasonable opportunity to cure. If the Parties are not able to resolve the claim to their mutual satisfaction through negotiation within thirty days after the expiration of the cure period, then the Parties agree to mediate the matter in good faith prior to exercising any remedies. If mediation does not result in an agreement within thirty days of the expiration date of the negotiation period, the Parties may proceed to state district court.
13. This Agreement shall be governed by the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. This Agreement is deemed performable entirely in Bee County, Texas.

Any litigation to enforce or interpret any terms of the Agreement or any other litigation arising out of or as a result of the Agreement shall be brought in the state courts of Bee County, Texas.

14. Any notice required or permitted under this Agreement must be in writing and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address provided for notice under this Agreement may be changed by written notice delivered as provided herein.

College: President
 3800 Charco Road
 Beeville, Texas 78102

District: Superintendent
 201 N. St. Mary's
 Beeville, Texas 78102

15. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the District or the College, except with respect to the College Complex and District Complex as specifically set forth herein. This Agreement does not and shall not be interpreted to limit or extend any governmental authority or discretion except as specifically set forth herein. Nothing in this Agreement shall be deemed to extend or increase the jurisdiction or authority of the Parties except as necessary to give effect to this Agreement. All the governmental functions and services of the College and the District shall remain the sole responsibility of those entities, respectively.
16. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties nor to create any legal rights or claim on behalf of any third party. The Parties do not modify, waive, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.
17. The Parties shall make all payment or expenditures related to this Agreement from current revenues available to the Parties.
18. This Agreement constitutes the entire Agreement between the Parties as to the use of the College Complex and District Complex, and shall supersede any and all prior Agreements, representations and understandings, whether oral or written, of the Parties hereto with regard to the College Complex and District Complex. No amendment to any provision or part of this Agreement will be valid unless in writing and signed by a duly authorized representative of each Party.
19. In the event that any one or more of the provisions herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the remaining provisions. It is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be considered for addition to this Agreement

that is legal, valid and enforceable and that is similar in terms as possible to the provisions found to be illegal, invalid and unenforceable.

20. This Agreement may be executed in any number of counterparts, each of which will be regarded as an original and all of which will constitute one and the same instrument.
21. It is not a waiver of or consent to default under this Agreement if the non-defaulting party fails to declare immediately a default or delays in taking any action.

IN WITNESS THEREOF, the Parties hereby execute and attest to this Agreement by their officers duly authorized.

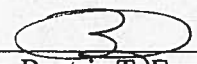
FOR THE DISTRICT:



Dr. Sue Thomas, Superintendent of Schools

3/18/15
Date

FOR THE COLLEGE:



Dr. Beatriz T. Espinoza, President

2/25/15
Date

