

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GALVESTON AND
GALVESTON COLLEGE FOR THE USAGE OF BERNARD DAVIS "PONY COLT"
STADIUM**

THIS INTERLOCAL AGREEMENT (Agreement), effective when executed and for five (5) years, and is entered into by and between the City of Galveston, Texas, ("City") and Galveston College ("GC") both being Texas municipal corporations and collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the City of Galveston owns the land and structures that collectively make up the Bernard Davis/Pony Colt Baseball Stadium ("the site"); and,

WHEREAS, the Bernard Davis Pony Colt Stadium currently serves several entities during their respective baseball related activities; and,

WHEREAS, the City of Galveston has previously agreed to allow Galveston College to conduct its baseball activities at the sites; and,

WHEREAS, this previous agreement expired by its own term, and Galveston College requires a site to continue its baseball activities; and,

WHEREAS, the City of Galveston and Galveston College desire to enter into an agreement to allow the continuance of baseball activities for the upcoming baseball season; and,

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act as amended, Chapter 791, Texas Government Code; and,

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

I. PURPOSE AND RESPONSIBILITIES:

The City of Galveston and Galveston College agree, under the terms and conditions provided herein, to permit Galveston College to use Bernard Davis "Pony Colt" Baseball Stadium for the use of baseball activities for the specified term.

Both parties:

Costs for repairs, maintenance, or any other work not done by the City or GC will be borne by the party that requested the repairs.

Galveston College:

GC is responsible for immediately notifying the City of potential safety hazards. GC must notify the City of repair or improvement projects that are in excess of five thousand (\$5,000.00) dollars, and

may not proceed with such repair or improvement without first obtaining the City's written consent.

During the regular Academic year, (August to May) GC will pick up trash and litter and will be responsible for properly securing the site and cleaning and stocking the restrooms after all GC games, events, and practices as well as GC sponsored tournaments, events, and practices.

During the months of June and July, GC will continue regularly scheduled mowing, irrigation, fertilization, aeration and broadleaf and crabgrass control and other activities necessary to prepare the field for the next academic year.

GC will have priority in utilizing the site for practice, scheduled games, playoff games, tournaments, camps, and clinics, with the understanding that other leagues are able to apply to the City of Galveston to use these stadiums while not in use by GC. GC is required to submit a seasonal game schedule, tournament schedule, and must otherwise notify the City of all other uses of the site as soon as the information is known, but no later than November 1 of each year this agreement is in operation. The City understands that schedule dates may change due to circumstances outside GC's control and will work with GC to accommodate these changes. GC may not host summer tournaments with outside organizations at these stadiums without first seeking and receiving permission from the City of Galveston.

GC will only be responsible for preparing the playing area of the site for GC games, tournaments, events, and practices. GC will also properly secure the site after all GC games, tournaments, events, and practices have been completed.

Any tournament promoters must submit, within ten (10) business days of their event, advance proof of one million (\$1,000,000.00) dollars of general liability insurance naming the City of Galveston as an additional insured.

GC must maintain a minimum of one million (\$1,000,000.00) dollars of general liability insurance naming the City of Galveston as additional insured. Galveston College is required to submit a copy of any and all insurance claims arising during the term of this agreement to the City as soon as they become available.

GC is responsible for pre-disaster inventory, removal and/or securing of equipment, materials and supplies owned by GC.

City of Galveston:

The City is responsible for mowing, trimming, and maintaining the grounds of the site inside and outside of the playing area. The City is responsible for maintaining litter and trash at the site during regular work schedules. The City is not responsible for maintaining litter and trash during events. The City is responsible for removal and proper disposal of litter and trash from the site. The City is responsible for cleaning restrooms during regular work schedules. The City is not responsible for cleaning restrooms during events.

The City is responsible for providing water, electrical, and sewer service to the site.

The City is responsible for emergency preparedness, protective measures, securing the property and

safety measures in anticipation of disasters, natural or otherwise. The City will be the applicant and owner for all insurance claims and requests for federal or state assistance. The City will be the recipient of all proceeds from insurance, FEMA, or any other body offering assistance. The City is responsible for management of all disaster recovery projects. Though the City will make its best efforts to complete any disaster repair and recovery in a swift and timely manner, the City will not be responsible for the cancellation of games or any other events.

II. DURATION:

This Agreement is effective upon execution and shall remain in effect for five (5) years. Either party may leave this agreement by giving the other party thirty (30) days notice, in writing, of the intent to leave the agreement.

XI. GOVERNING LAW:

This agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XII. SEVERABILITY:

In the event that one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

Signed and sealed by the following units of government on the dates set out below.

THE CITY OF GALVESTON

GALVESTON COLLEGE

By: Brian Maxwell,
City Manager

By: W. Myles Shelton
Galveston College President

Date: / /

Date: / /

ATTEST:

ATTEST:

By: Janelle Williams,
City Secretary

By:

APPROVED AS TO FORM:

City Attorney's Office