

**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." 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 ("Complex"), including a water well, located at 3800 Charco Road, Beeville, Texas 78102;

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 Complex and by enhancing community awareness of the College and providing the College with funds and other consideration that may be used to further its educational mission;

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 one year, beginning on January 1, 2014, and ending on December 31, 2015 (the "Term"). A party may terminate this Agreement at any time upon thirty days written notice to the other party. The District may terminate this Agreement at any time without notice at the end of any budget period in which funds for this Agreement are not appropriated. The Parties may renew and extend this Agreement for an additional one year term by mutual written consent reached on or before the expiration of the Term.
2. The District hereby agrees to provide the following consideration to the College in exchange for the benefits conferred to the District under the terms of this Agreement:
 - a. The District shall pay the College twenty thousand dollars during the Term, to be paid in twelve, equal monthly installments. The payments will be made by the District to the College on the 1st of each month. The College acknowledges that these payments constitute valuable consideration offered in exchange for use of the Complex as described within this Agreement. Notice of termination provided

by either party in accordance with this Agreement shall end the District's obligation to make payments under this Agreement, and any amounts paid in advance of the District's use of the Complex shall be refunded by the College to the District in a prorated amount within thirty days of the termination notice.

- b. As further consideration, the District shall forego further collection of the remaining amount owed by the College for the replacement of the field lighting system previously purchased by the District for use in the Complex, totaling twenty-seven thousand dollars. Except if the College terminates this Agreement before the end of the Term, the College shall pay to the District an amount equal to twenty-two hundred and fifty dollars multiplied by the number of months remaining in the Term. Payment shall be made to the District within 60 days of termination.
 - c. As further consideration, the District grants full title and ownership in the public address system ("PA system") previously installed in the Complex by the District.
 - d. The College is authorized to make use of any BISD baseball equipment kept at the Complex by the District only while the equipment is not in use by the District.
3. The District is hereby given the right and privilege during the Term of using and enjoying the Complex for District activities and events as specified in the Complex Use Schedule attached to this Agreement as Exhibit A, and at any other time mutually agreed to by the Parties in writing. At a minimum, the District will have use of the Complex for each Beeville High School baseball practice and game, including both regular season and playoff games. The District shall have the exclusive right and privilege of using the Complex during District activities and events as scheduled in the Complex Use Schedule. The District will be given preference in scheduling for all other activities and events, including events of the University Interscholastic League (UIL) and other school activities, with reasonable notice to the College and if there are no existing scheduling conflicts at the time of the District's request. The College's right to schedule use of the Complex will otherwise remain absolute at all other times. The District and College agree to reasonably cooperate to schedule the use of the Complex in a manner consistent with this Agreement and in order to provide the greatest benefit to the students of the District and the College.
4. The District's use of the individual amenities and improvements that constitute the Complex shall be consistent with this Agreement and the purpose and use for which the amenities and improvements are designed and constructed.
5. The District may store equipment or other property in the Complex if the property does not impede the College's use of the Complex. The District shall receive authorization from the College before making any alterations to the Complex.

6. During the Term the College will operate and maintain the Complex consistent with its intended purposes and the terms and provisions of this Agreement, subject to the annual appropriation of funds.
7. The College shall coordinate and pay for all other expenses incurred by or for the 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 the intended use of the Complex as detailed within this Agreement, as well as any other costs of ownership and operation.
8. This Agreement is not a lease or rental agreement and does not create a tenant-landlord relationship between the Parties.
9. 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 as to any third party under the laws of this State.
10. 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.
11. In the event a dispute or claim of breach arises between the Parties with regard to the Complex or use of the 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.
12. 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.
13. 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: [title]
3800 Charco Road
Beeville, Texas 78102

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

14. 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 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.
15. 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.
16. The Parties shall make all payments or expenditures related to this Agreement from current revenues available to the Parties.
17. This Agreement constitutes the entire agreement between the Parties as to the use of the Complex, and shall supersede any and all prior agreements, representations and understandings, whether oral or written, of the Parties hereto with regard to the 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.
18. 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.

19. 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.

20. 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

Date

FOR THE COLLEGE:

[Name], [Title]

Date

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