

The State of Texas	§
	§
County of Galveston	§

Interlocal Government Agreement

This Agreement is entered into pursuant to Chapter 791, Texas Government Code, commonly known as the Interlocal Cooperation Act by and between the County of Galveston, Texas, acting by and through its Commissioners Court, hereinafter called “County”, and the City of Galveston, Texas, a home rule city operating pursuant to its city Charter, acting by and through its City Council, hereinafter called “City”

Recitals

WHEREAS, the City owns and operates a public airport commonly known as the Scholes International Airport; and.

WHEREAS, the County, since 1953, has been engaged in the spraying of insecticides for mosquito control and eradication in all areas of the County, including Galveston Island; and

WHEREAS, the City and County entered into an Interlocal Governmental Agreement, hereinafter called “Agreement,” for a period of forty (40) years commencing on April 15, 1985, and ending on April 15, 2025, A.D.; and

WHEREAS, the County desires to continue to use the facilities of the Airport and maintain a base of operations at the Airport.

WHEREAS, the City and County deem it appropriate to enter into a new twenty (20) year Agreement beginning April 15, 2025, to April 14, 2045; and

WHEREAS, in consideration of the County continuing to spray for mosquitos on Galveston Island at no charge to the City, the City is willing to allow the County to utilize a portion of the Airport premises together with such rights, privileges and duties as are outlined in this Agreement.

Common Usage of Airport Facilities

County is granted, in common with other patrons of the Airport, the use of common ground areas, roadways, aprons, runways, taxiways, facilities, equipment, improvements and services so as to permit efficient taxiing, take off, landing, servicing, loading and unloading of County’s mosquito control aircraft, subject to all laws, rules and other regulations pertaining thereto.

Exclusive Use of Ground Area

In and for the consideration hereinafter set forth the City grants County the exclusive use of that portion of the Airport premises described as follows:

The property, including the three thousand six hundred (60' x 60') sq. ft. aircraft hangar facility, aircraft parking area, connecting taxiway, and any and all improvements located on the property, described by metes and bounds on Exhibit "A".

Term

Subject to earlier termination or cancellation as hereinafter provided, the term of this Agreement shall be for a period of twenty (20) years commencing on April 15, 2025.

Should the County discontinue using the property for the sole purpose of the aerial spraying of insecticides for mosquito control and eradication in all areas of the County, including Galveston Island, the County shall terminate the Agreement hereinafter provided.

Upon the expiration of this Agreement, or upon earlier termination or cancellation all rights, title, and interest in and to any and all improvements placed or constructed upon the leased premises shall fully vest in the City.

Payments to City

For the rights herein granted, the County agrees to pay the City, annually, an amount of \$11,322.96 (base rent), payable in monthly payments of \$943.58.

Adjustment of Lease Payment - Effective on January 1, 2030, and every five (5) years thereafter, the base monthly rental will increase in the following manner:

1. Adjustment of Lease Payment- The base rent shall be increased every five years by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, All Urban Consumers (CPI-U) - All Items for the Houston-The Woodlands-Sugar Land, Texas (1982-84 = 100) The change shall be determined by comparison of the figure as it existed on the Annual Index for 2024 which is 274.201 and the average of the CPI's for the most recently published five (5) year period next preceding said January 1.
2. In no event shall this calculation cause a reduction in base rent below that payable during the preceding five-year period.
3. In the event that the Price Index is unavailable for whatever reason for the computations set forth hereinabove, another index approximating the Price Index as closely as feasible shall be substituted therefore.

Right of Ingress and Egress

City agrees that County, its employees and other invitees, shall have the same rights of ingress and egress to and from the airport premises as do all other patrons of the Airport. Such rights shall also extend to persons or organizations applying materials or furnishing services to County as such materials and services are reasonably required by County.

Maintenance and Utilities

County shall pay for utilities used.

Indemnity

City shall not in any way be liable for any cost, liability, damage, or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by County, or their guests or invitees.

Violations

County covenants and agrees it will not engage in any business on such Leased Premises or do anything in connection therewith which shall be in violation of any existing state, federal or municipal law or ordinance; in violation of any rules and regulations of the City of Galveston or to use the same in such manner as to constitute a common nuisance.

Destruction of Property

In the event of damage or destruction to any of the improvements upon said premises, the City shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or personal property installed by County pursuant to this Agreement.

Subleases

It is hereby further covenanted and agreed by and between the parties hereto that County is prohibited from and hereby agrees not to lease, sublease, or underlet the said premises, or property or any part thereof.

Right of Entry

City may enter into the buildings, premises or area hereby leased exclusively to County, hereunder at any reasonable time for any purposes necessary, incidental to or connected with the performance of its obligations hereunder, or for any reasonable inspection thereof or in the exercise of its governmental functions.

Breach of Contract

In the event of a breach or threatened breach by County of any of the agreements, conditions, covenants or terms hereof, City shall have the right of termination and/or injunction to restrain the same, the right to invoke any remedy provided at law or in equity, as if specific remedies, indemnity or reimbursements were not herein provided for. Furthermore, the rights and remedies given to City in this Agreement are distinct, separate and cumulative rights and remedies and no one of them, whether or not exercised by City, shall be deemed to be in exclusion of any of the others.

Waiver

No assent, express or implied by City to any breach of any of County's covenants, agreements, conditions or terms hereof shall be deemed or taken to be a waiver of any succeeding breach of any covenant, agreement, condition or term hereof.

Condition of Premises

County hereby covenants, promises and agrees to keep the Leased Premises and the area immediately adjacent in a clean condition and maintain said Leased Premises in such a manner as to prevent any hazard of fire.

Notices

Notices provided for herein shall be sent by certified mail, return receipt requested, postage prepaid, to the following addressed:

County Judge
County of Galveston
722 Moody Ave., 2nd Floor
Galveston, TX 77550

City Manager
City of Galveston
PO BOX 779
Galveston, TX 77553

Binding Effect

All the covenants, conditions and provisions in this Agreement shall extend to and bind both successor Commissioners' Court of the County and successor City Councils of the City.

Severability

This agreement shall be construed under the laws of the State of Texas. Any covenant, condition or provision herein contained that is held to be invalid by any Court of competent jurisdiction shall be deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained.

GALVESTON COUNTY, TEXAS

CITY OF GALVESTON, TEXAS

By: _____
Mark Henry
County Judge

By: _____
Daniel Buckley
Deputy City Manager

Date: _____

Date: _____

Attest:

Attest:

By: _____
Dwight D. Sullivan
County Clerk

By: _____
Janelle Williams
City Secretary

**Plat of 0.79 Acres out of The City of Galveston Municipal Airport
Galveston County Mosquito Control Hangar**

A tract of land containing 0.79 acres situated in Section One, Lots 218, 227, and 234 of the Trimble and Lindsey Survey. Said tract of land also being located in the Galveston Municipal Airport, City and County of Galveston, Texas and is more accurately described by metes and bounds as follows:

Commencing at a point, said point being the point of beginning of this survey and said point also being the intersection of the centerline of Taxiway "C" and the east edge of the concrete pavement;

Thence, S 34°27'12" E, a distance of 158.25 feet to a point;

Thence, S 39°52'12" E, a distance of 375.00 feet to the true point of beginning of this 0.79 acre tract of land;

Thence, N 54°29'48" E, a distance of 256.00 feet to a point for a corner;

Thence, N 88°36'48" E, a distance of 124.88 feet to a point for a corner;

Thence, S 1°06'12" E, a distance of 100.00 feet to a point for a corner;

Thence, S 88°36'48" W, a distance of 94.24 feet to a point for a corner;

Thence, S 54°29'48" W, a distance of 217.25 feet to a point for a corner;

Thence, N 39°52'12" W, a distance of 100.00 feet to the true point of beginning of this tract of land containing 0.79 acres more or less.

EXHIBIT "A"