



**Mark Henry**

**County Judge  
County of Galveston**

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550

**Tyler Drummond**  
Chief of Staff

**Zach Davidson**  
Director, Government Affairs

**Spencer Lewis**  
Director, Communications

March 3, 2025

Peninsula Sports Park, LLC.  
Attn: Lynn Micak  
PO BOX 2145  
Crystal Beach, TX 77650-2145

Via Regular Mail and Email:  
peninsulasportspark1@gmail.com

Re: Athletic Field User Group Agreement with Peninsula Sports Park, LLC

Peninsula Sports Park, LLC-

According to Article XIV Section 14.1, Termination Galveston County is terminating the Athletic Field User Group Agreement between Galveston County and Peninsula Sports Park, LLC.; effective April 1, 2025, for convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Henry", is written over a light blue horizontal line.

Mark Henry  
County Judge

Enclosures: Athletic Field User Group Agreement with Peninsula Sports Park, LLC

Cc: Julie Walker, Director Galveston County Parks & Senior Services

**ATHLETIC FIELD USER GROUP AGREEMENT**  
**GALVESTON COUNTY PARKS**

This Agreement is made and entered into effective as of the Commencement Date, by and between the **County of Galveston**, a political subdivision of the State of Texas and **Peninsula Sports Park, LLC**, a Texas nonprofit corporation, for the improvement, management and operation of the Galveston County property located at 1210 19<sup>th</sup> Street, Port Bolivar, Texas 77650, for use as an Athletic Field.

**Definitions:**

1. **County** means the County of Galveston, Texas.
2. **User Group** means Peninsula Sports Park, LLC.
3. **Complex** means the Galveston County property located at 1210 19<sup>th</sup> Street, Port Bolivar, Texas 77650. The specifics of the Complex are listed in Exhibit A.
4. **Commencement Date** means the latter of the date of execution of this agreement by the County.
5. **Authorized Representative** means the Director of the County Parks Department or his/her written designee. Unless otherwise stated, County's Authorized Representative is authorized to act on the County's behalf on all aspects of this Agreement.

**RECITALS**

**Whereas**, the County is the Owner of the Complex; and

**Whereas**, the County desires to grant to the User Group the right, for the term hereafter stated, to improve, manage and operate the Complex subject to the terms, conditions and covenants set forth in this Agreement.

**Now, Therefore, Know All Men By These Presents:**

That for and in consideration of the public improvements to be made by the User Group and for the further consideration of the mutual covenants, terms, provisions, and conditions contained herein, the parties hereby agree as follows:

**ARTICLE I**  
**Scope and Use**

- 1.1 Within the first twelve months of the term of this Agreement, unless otherwise noted below, the User Group shall complete the following improvements surrounding and at the Complex:
  - a) Baseball field.
  - b) Bleachers (to be completed within twenty-four (24) months).
  - c) Fencing.

- 1.2 That the County, subject, however, to any conditions, restrictions, covenants, rights-of-way, or easements affecting the Complex, as well as the mutual covenants, terms, provisions and conditions contained herein, for the term hereinafter set forth will permit the User Group to:
- a) Schedule baseball/softball practices, league games, tournaments, and other related events at the Complex.
  - b) Operate and manage the concession stand at the Complex, if applicable;
  - c) Offer for sale sports merchandise, souvenirs, food, and non-alcoholic beverages, and such other items of merchandise as are customarily offered for sale under similar circumstances at refreshment stand concessions within Galveston County; and
  - d) Schedule the scorer's booth (if applicable) for meetings or other related uses at the Complex
  - e) If the User Group would like to use a County owned facility for some other use i.e. registration, board meeting, pictures, the User Group would be subject to the current permit fees for that facility.
- 1.3 No use of the Complex that is not specifically described in this Agreement shall be permitted unless consent to such use is first obtained in writing from the County's Authorized Representative.
- 1.4 No portion of the Complex is being leased to the User Group. The User Group is a licensee and not a lessee of the Complex. The right of the User Group to occupy the Complex shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by the User Group.
- 1.5 The County reserves the right to enter any portion of the Complex for any reason at any time, without prior notification to the User Group. The County also retains the right to schedule the scorer's booth room (if applicable) and any other portion at the Complex for use by itself or others at such times and for such other meetings it deems necessary, on the condition that such other meetings shall not unreasonably interfere with the User Group's use of the meeting room as identified in paragraph 1.2(a) of this Agreement.
- 1.6 The County also retains the right to enter the Complex and to make any and all repairs and other improvements it deems necessary during the term of this Agreement.
- 1.7 The County must have a key to all County facilities. The User Group may not change the locks at the Complex without prior written approval from the County's Authorized Representative. If a change of locks is approved, the User group must supply the County 4 keys within 24 hours of changing the locks. A key may be given to the following County employees: Director; Parks Operations Manager; Trades Supervisor; and District Supervisor.

1.8 The goals of this Agreement are:

- a) to provide quality services for the residents of Galveston County through open recreation; practices; leagues and tournament scheduling; promotions; advertising; and concession operations; and
- b) to provide improvements to the Complex to enhance recreational opportunities to Galveston County residents.

This Agreement shall be interpreted so as to further these goals and purposes.

## **ARTICLE II**

### **Term**

2.1 The Agreement shall be for a primary term of twenty (20) years beginning on the Commencement Date and terminating at midnight on the expiration twenty (20) years from the Commencement Date.

2.2 The User Group and County may extend this Agreement for two (2) further periods of five (5) years each by the User Group giving the County written notice of the User Group's desire to do so at any time within one-hundred eighty (180) days prior to the expiration of the primary term or first option period, whichever is applicable, but not less than ninety (90) days prior to expiration. Each renewal shall be on such terms and conditions as may be agreed by the County and the User Group at the time of each renewal. But, under no circumstances shall the term of this Agreement, including all extensions thereof exceed a maximum period of thirty (30) years.

## **ARTICLE III**

### **Permits and Approval**

### **Right of Reversion**

3.1 This Agreement:

- a) is made and accepted subject to the terms, reservations, conditions, restrictions, reversionary rights and easements recited or otherwise set forth in deeds conveying title to the Complex to the County;
- b) is made and accepted subject to all easements, rights of way, roadways, encroachments, and prescriptive rights, whether of record or not; all previously recorded restrictions, reservations, covenants, and conditions, if any; any and all oil and gas and other mineral leases, mineral severances and other instruments that affect the property; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent they are still in effect relating to the hereinabove described property.
- c) is subject to all necessary Federal, State and/or local permits required for purposes of construction including but not limited to permits of the U.S. Army Corps of Engineers, the Texas Parks and Wildlife Department and the County of Galveston.



## **ARTICLE IV**

### **Ownership of Improvements**

4.1 All improvements in place upon and within the Complex, with the exception of those personal property items supplied by the User Group, belong to and shall remain the property of the County during the full term of this Agreement, any renewal thereof and, following the expiration of such term or terms, forever after. The User Group will not commit waste upon, remove, or voluntarily or negligently destroy any improvements except to construct other improvements that will, at all times, meet the requirements specified herein including, but not limited to written approval of such improvements by the County.

4.2 If during the term of this Agreement any portion of the real or personal property shall become worn and require replacement, the User Group shall make such replacements at its expense, and the replacement property shall thereafter become part of the Complex and the County's property, though the User Group shall continue to have use of such property for the duration of the Agreement.

## **ARTICLE V**

### **Modifications**

5.1 The User Group may, from time to time, upon prior written approval being obtained from the County's Authorized Representative, make such permanent changes, alterations and additions to the Complex (such changes, alterations, and additions hereinafter to be called "Modifications") as the User Group deems desirable for the purpose of maintaining the Complex as an efficient high-class facility, provided:

- a) such Modifications do not diminish the value or utility of the Complex or change the use thereof,
- b) Modifications shall be designed, engineered, developed and once completed, maintained and operated at no expense to the County,
- c) Modifications shall meet the requirements specified herein; and
- d) Modifications must complement the intended use of the Complex as a facility for normal, practical uses.

5.2 All Modifications made by the User Group shall remain the property of the User Group during the term of the Agreement and any renewal terms. Such Modifications may not be removed from the Complex prior to the end of the term without prior written consent from the County and become the property of the County upon expiration of the Agreement, including any renewal terms.

5.3 The User Group covenants and agrees that in the event the User Group wishes to make Modifications to the Complex, the User Group will, at the User Group's sole cost, risk and expense and prior to commencement of construction, prepare and submit to the County's Authorized Representative preliminary plans and specifications for review and approval by the County Engineer and the County Architect, for the construction of such Modifications. All of such plans and specifications, including architecture of buildings shall conform to standards of appearance and quality set by the County for improvement of Park properties. Any revisions or

changes to the User Group plans and specifications submitted by the County to the User Group shall be incorporated by the User Group into the final plans and specifications for the construction of the Modifications. The County may reject proposed Modifications for any reason or no reason; however the County agrees that any revisions or changes to the User Group's plans and specifications shall not be unreasonably burdensome. Approval of the plans and specifications by the County and the User Group shall be evidenced by both parties signing a set of the plans and specifications.

5.4 Upon approval of the plans and specifications, and prior to the commencement of construction of the Modifications, the User Group will obtain necessary building permits, if required, from the appropriate authority or authorities for the construction of the Modifications. In addition, the User Group shall require their Contractor to furnish the County with payment and performance bonds in accordance with Chapter 2253 of the Texas Government Code in an amount sufficient to pay the estimated construction costs of such Modifications and which identify the County as the owner. Such bonds shall be conditioned that the User Group shall complete the Modifications in accordance with the approved plans and specifications and that the User Group and the User Group's Contractors and Subcontractors shall pay for all labor, materials, tools, supplies and equipment furnished in connection with the construction. The payment and performance bonds shall be approved by the County which approval shall not be unreasonably withheld.

5.5 The User Group further agrees that upon approval of the plans and specifications, and obtaining of all necessary permits and payment and performance bonds, the User Group will thereafter proceed with reasonable diligence and without unreasonable interruption, to build and construct such Modifications on the Complex in a good and workmanlike manner, substantially in accordance with the plans and specifications and in compliance with the regulations and requirements of all regulatory authorities having jurisdiction. The User Group further agrees to allow inspection of the progress to be made by the County's representative and that in a case of disagreement with respect to the compliance with approved plans; such disputes will be submitted to the County Engineer, whose decision shall be binding on all points contested. The User Group further agrees to tender to County a copy of the "as-built" plans and specifications upon completion of the construction of the Modifications. In addition, the User Group agrees that all additional utility connections and expense to the Complex necessitated by the Modifications shall be at the User Groups expense i.e. irrigation reconnection, additional lighting, additional equipment.

## **ARTICLE VI**

### **Utilities**

6.1 Throughout the term of this Agreement, the Complex shall be maintained and operated entirely at the User's Group's expense, including as follows:

- a) User Group shall be responsible for all electricity costs at the Complex. All electrical meters shall be transferred into User Group's name within thirty (30) days of the effective date of this Agreement.
- b) User Group shall be responsible for all water costs at the Complex. All water meters shall be transferred into User Group's name within thirty (30) days of the effective date of this Agreement.

- c) User Group shall be responsible for trash service at the Complex. User Group shall maintain trash receptacles and empty them regularly for the duration of this Agreement.

## **ARTICLE VII**

### **Taxes**

7.1 The User Group may be subject to ad valorem taxes upon all improvements purchased or constructed by the User Group, as well as all Modifications and personal property owned by the User Group and used at or in connection with the Complex.

7.2 The User Group's interest in this Agreement may also be the basis for an ad valorem tax. The User Group covenant to pay such ad valorem taxes as may be lawfully assessed against such personal property as such taxes become due.

7.3 The User Group also covenants to pay Texas State Sales Taxes and Federal Income Taxes as such taxes become due.

7.4 The User Group agrees to provide to County receipts or other certified documentation that all taxes have been paid within thirty (30) days of the due date of such taxes.

## **ARTICLE VIII**

### **Bookkeeping**

8.1 The User Group shall keep full, complete, and proper books, records, and accounts of all gross receipts, both for cash and on credit, of each separate activity. Said books, records, and accounts, including any sales tax reports that may be required by any government or governmental agency, shall at all reasonable times be open to inspection by the County Auditor, the County or their authorized representatives or agents.

## **ARTICLE IX**

### **Repairs and Maintenance**

9.1 User Group is responsible for all repairs and maintenance of the Complex for the duration of this Agreement, including but not limited to mowing, cleaning, painting, electrical, plumbing, foundations, roofs, walls, fences, and field grooming and maintenance.

9.2 The User Group covenants and agrees, at the user groups sole cost and expense, to keep the Complex in good, safe, and clean condition and to make, at the User Group's cost and expense, all repairs and replacements that may be necessary and required to keep same in good, safe, and sound condition.

9.3 Specifically, the User Group agrees to provide the following, at the User Group's cost and expense, year round:

- Striping, lining, continued maintenance and detailing of fields as required;
- Scoreboard maintenance and replacement as required;
- Grass mowing, trimming and edging throughout the Complex, once per week in spring and summer, and once per two weeks in fall and winter;
- Supply and applying fertilizer once per year;

- Audio system maintenance and replacement as needed for any field public address systems;
- Maintain safety netting between the fields and the bleachers;
- Maintain dirt covering over the exposed concrete behind each backstop;
- The initial preparation of the infield areas to make them ready for use during the first season of play;
- Provide restroom facilities;
- Maintain batting cages;
- Pick up all trash and empty containers after any use of the Complex;
- Provide trash dumpsters and empty regularly, preventing overflow;
- Maintaining the integrity of the concession building and associates systems supporting the use of the building, including HVAC;
- Repairing and/or replacing field lighting once twenty (20%) of the field lights are not functioning;
- Maintain, repair and as necessary replace bleachers;
- Maintain, repair and as necessary replace fences; and
- Clean, repair and as necessary replace any other portion of the Complex.

This list of the User Group's responsibilities shall not be construed to be all inclusive and limiting.

9.4 The County, acting through its agents or representatives, shall have the right to enter the Complex or any part thereof, from time to time, regardless of whether the User Group is open for business or present, for inspection of same and for repairs, maintenance and correction of any defaults of the User Group during the term of this agreement.

9.5 The County, acting through its agents or representatives, shall have the right to impose reasonable regulations to ensure proper maintenance, care and upkeep of the Complex which need attention due to the User Group's operations within the Complex.

9.6 No User Group may use any herbicides/pesticides at the Complex without prior approval from the County's Authorized Representative.

9.7 The degree of maintenance required of the User Group shall be in keeping with other public parks operated by the County. If the User Group neglects or refuses to do so, the County may, but is not required to, perform such maintenance repairs for the account of the User Group and the User Group shall promptly reimburse the County for the costs thereof, provided that the County shall first give the User Group thirty (30) days prior written notice of its intention to perform such maintenance or repairs at their own expense, unless time is of the essence in completing the repairs or maintenance due to health or safety concerns, wherein a reasonable amount of notice under the circumstances will be provided. Failure on the part of the User Group to repair or maintain the Complex or to promptly reimburse the County as herein provided shall be grounds for termination of this Agreement.

## ARTICLE X Operation

10.1 The User Group agrees that all areas of the Complex shall be permanently identified as being publicly owned and operated as a public outdoor recreational facility in all signs, literature and advertising and that the User Group will be identified solely as a User Group operating in a public park so as to not mislead the public into believing that the area is private.

a) No user group may charge any member of the public a membership fee to participate in activities in a County Park.

b) The User Group may not charge a parking fee to any County owned parking lot.

10.2 The User Group also agrees that signs shall be posted identifying the facility as being open and, available to the public. Such signs shall also contain such other information as is required by the County.

10.3 The User Group further agrees to make the various facilities and structures on the Complex open and available to the public for public use at all times on a nondiscriminatory basis.

10.4 County's Authorized Representative has the right to close any Park to the public for any reason or no reason at any time. If the Authorized Representative decides to close the Park, the User Group will likewise close the Complex for such period of time as the Park is closed to the public.

10.5 The County's Authorized Representative has the right to schedule events at any time to the public on any County property. The County will give User Group at least sixty (60) days written notice if any such events are scheduled.

10.6 The User Group shall comply with applicable federal, state and local laws governing the operation of the Complex. Violation of any federal, state, county, or city laws, ordinances, and/or regulations now existing or hereafter made may be considered as cause for termination of this Agreement.

10.7 The User Group must provide the following:

a) An accurate list of board members and their contact information (email and phone number.)

b) A schedule of all practice, maintenance, games, tournaments, and events days and times for the entire year.

10.8 The User Group warrants that no liens of any type or kind will be voluntarily or involuntarily placed on the property and that any liens so permitted or suffered will be cleared within ten (10) working days.

10.9 The User Group shall obtain and pay for all permits or licenses that may be required for operation of all portions of the Complex. In addition, the User Group shall meet all requirements of the County, City, and State Health Departments with regard to the handling and dispensing of food and non-alcoholic beverages.

10.10 The User Group shall not erect any signs on the complex or in the vicinity thereof without obtaining the advance written approval of the County. Outfield fence advertising signage may not include advertising for alcoholic beverages, snuff or tobacco products, political office holders or candidates or any other enterprise that is inconsistent with the operation of a County complex.

10.11 The User Group may enter into advertising relative to the Complex that is consistent with

the operation of a County complex.

10.12 Complex operating hours are determined by park hours that are already established. If the User Group has different hours they desire to be open, those additional hours of operating must be set forth in a written proposal submitted by User Group to the County's Authorized Representative and must take into account any applicable city ordinances. Any change of hours will be permitted at the sole discretion of the County's Authorized Representative.

10.13 The User Group will schedule the Complex for practice by specified organizations, league play by specified organizations, tournaments by specified organizations, and meetings in the Concession Building meeting room where applicable.

10.14 The User Group will manage and operate the concession stand at the Complex, providing food and non-alcoholic beverage sales and merchandising of other appropriate products.

10.15 Examples of the variety of food and beverages sold at the concession, if applicable, may include but are not limited to such items as hot dogs, nachos, popcorn, ice cream, chips, french fries, peanuts, soft drinks (cola, caffeine free, diet, non-cola, non-carbonated, etc.), bottled water, and coffee. No alcoholic beverages will be permitted to be sold.

10.16 Examples of the type of merchandise that may be sold or rented, if applicable, include the following types of items: pennants, baseball caps, T-shirts, souvenir balls and bats, discs for disc golf, commemorative programs, and other suitable sports equipment or memorabilia.

10.17 County, acting through its Authorized Representative, may prohibit the User Group from the sale of any food, beverage or item of merchandise that is inconsistent with a County complex.

10.18 The User Group shall promptly pay all debts and expenses incurred by it in the operation of the Complex.

10.19 The User Group shall keep the Complex and surrounding areas in a clean and sanitary condition at all times. Concessionaires shall store all trash in the containers provided for that purpose.

10.20 The User Group shall not keep any explosive devices or hazardous waste or materials at the Complex, conduct any occupation inconsistent with the goals of the Agreement thereon, or operate any machinery thereon that may cause injury or damage to the Complex.

10.21 Vendors shall not be permitted or engaged by the User Group within the Complex without prior written approval being obtained by the User Group from the County's Authorized Representative.

10.22 No vending machines shall be permitted within the Complex without prior written approval being obtained by the User Group from the County's Authorized Representative.

10.23 Prices for all food products, merchandise, services and items including routine tournament fees shall be clearly posted. A list of items with prices must be provided to the County's Authorized Representative.

10.24 The User Group may set additional special tournament fees for specific events. A list of



fees must be provided to the County's Authorized Representative.

10.25 The User Group agrees that outside lighting and other operations in the Complex will not be operated at such hours or with such brightness or noise intensity as to constitute a nuisance to the occupants of private property in the area or violate City ordinances.

## **ARTICLE XI**

### **Insurance**

11.1 The User Group covenants and agrees that the User Group will, throughout the term of this Agreement, at the User Group's cost and expense, maintain in force and effect a policy or policies of insurance with deductibles of no more than five thousand (\$5,000.00) dollars in which the County of Galveston and the User Group are named as insureds.

11.2 This insurance shall be of the kind commonly known as public liability and property damage insurance, insuring the insured against liability under any claim by any third parties for personal injuries or property damage arising out of or related to the User Group's operations of the Complex. Such policy of insurance shall be on the Texas Standard Form and shall be carried in a good and responsible company or companies authorized to do business in the State of Texas.

11.3 Third party liability insurance is required and is set forth below:

#### **Minimum Limits of Coverage**

|                   |                |
|-------------------|----------------|
| Each Occurrence   | \$1,000,000.00 |
| Bodily Injury     | \$1,000,000.00 |
| Property Damage   | \$1,000,000.00 |
| Personal Injury   | \$1,000,000.00 |
| Medical Expenses  | \$5,000.00     |
| General Aggregate | \$2,000,000.00 |

#### **Certificate Holder:**

The Certificate Holder is: The County of Galveston, 722 Moody (21<sup>st</sup> Street), Galveston, TX 77550

11.4 The User Group shall furnish the County with a certificate evidencing the issuance of such insurance and the payment in advance of the premiums thereon no later than the date of execution of this Agreement by the County. At least thirty (30) days prior to the expiration of any such policy or policies of insurance, the User Group shall renew the same and furnish the County with evidence of such renewal and the payment of the premium thereon. The insurance certificate must be signed (a stamped signature will suffice.)

11.5 The User Group covenants and agrees, that the User Group will, throughout the term of this Agreement, at the User Group's sole cost and expense, keep the User Group's personal property items, and all replacement thereof, and all other contents of the Complex premises insured against loss, damage, and destruction by theft, vandalism, malicious mischief, windstorm, fire and such other hazards as are covered by and protected against under policies of insurance commonly referred to and known as "windstorm and hail", and "fire and extended coverage insurance" in an amount not less than one hundred percent (100%) of the full replacement value of said personal property items and all other contents. In the event there is damage or destruction to the personal property items and/or other contents, the User Group shall have fifteen (15) days after



such damage or destruction occurs to repair or replace same.

11.6 Prior to commencement of this agreement, an inventory will be taken and placed with this agreement, listing all personal property of the User Group and all property of the County. At the end of the term of this agreement, the inventory list will be verified for record purposes.

11.7 The User Group agrees to waive any right of recovery against the County for loss or damage to persons or property. The User Group further agrees that no insurance company or companies with which the User Group may maintain any insurance in force and effect with respect to the Complex premises and modifications, the contents thereof and any materials to be incorporated in the Complex premises, shall be subrogated to any claim of the User Group against the County.

11.8 The County is under no obligation to furnish insurance coverage of any kind covering the Complex. In addition, in the event of partial or complete destruction of the Complex, County shall have no duty or obligation to make any repairs or to otherwise restore the Complex or any part thereof to the condition it was in prior to such partial or complete destruction.

## **ARTICLE XII**

### **Assignment of Agreement**

12.1 This Agreement shall not be assigned or sold in whole or in part unless and until the County, acting solely through its Commissioners' Court, authorizes such assignment or sale, pursuant to duly authorized written Resolution. Such approval of assignment, if made, will be provided to the User Group in writing delivered by the County's Authorized Representative.

## **ARTICLE XIII**

### **Default by User Group**

13.1 If, during the term of this Agreement, the User Group defaults in the prompt and punctual payment of any amount payable by the User Group to the County, or shall make default in any other payment provided for herein, or if the User Group shall abandon the premises, or defaults in any other covenant of the User Group contained in this Agreement, including but not limited to failure to perform necessary maintenance and repairs or obtain all required insurance, or to maintain the Complex as a public recreational facility and such default continues for fifteen (15) days after receipt of written notice thereof by the County's Authorized Representative to the User Group, the County, acting through County Commissioners' Court, shall have the right to terminate the Agreement.

13.2 In the event the County terminates this Agreement, the County shall have the right to immediately re-enter the Complex, and to remove all persons or any or all personal property belonging to User Group from the Complex. In so doing, County does not waive any claim for payment of fees by User Group which may accrue through the date of such termination, or for the performance of any other obligations of the User Group which may accrue prior to such date.

## **ARTICLE XIV**

### **Termination**

14.1 The County or the User Group may terminate this Agreement at any time, with or without

cause, or for any reason, no reason, or for convenience, by giving written notice, sent by certified mail, to the other party no less than ninety (90) days prior to the desired termination date.

14.2 Upon termination of this Agreement, whether by expiration of its initial term or (any renewal thereof) by voluntary cancellation by the User Group or County, or by cancellation by the County by reason of default by the User Group, the title to all Modifications constructed by the User Group shall vest in the County.

14.3 Upon such termination, the User Group shall remove their personal property as well as their non-permanent trade fixtures and all such other Modifications as the County shall direct, and shall restore the Complex to the same condition as it was at the commencement thereof, ordinary wear and tear and damage by unavoidable causes excluded.

#### **ARTICLE XV Quality of Service**

15.1 All items sold by the User Group shall be of first class quality and the service provided by the User Group shall be rendered courteously and efficiently. The County's Authorized Representative reserves the right to prohibit the sale of any item(s) that it deems objectionable and shall have the right to order the improvement of the quality of either the merchandise or the services rendered. Failure of the User Group to abide by the terms of this Article shall be grounds for termination of this Agreement.

#### **ARTICLE XVI Indemnification**

16.1 THE USER GROUP SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS THE COUNTY OF GALVESTON, TEXAS, ITS COMMISSIONERS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER FOR INJURY TO, OR DEATH OF PERSONS, OR LOSS OR DAMAGE TO PROPERTY OCCURRING ON THE COMPLEX OR IN ANY MANNER GROWING OUT OF OR CONNECTED WITH THE COUNTY OR THE USER GROUP'S USE AND OCCUPATION OF THE COMPLEX DURING THE TERM OF THIS AGREEMENT. THE USER GROUP SHALL GIVE THE COUNTY PROMPT NOTICE OF ANY CLAIM COMING TO THE USER GROUP'S KNOWLEDGE THAT IN ANY WAY DIRECTLY OR INDIRECTLY AFFECTS EITHER THE USER GROUP OR THE COUNTY. ALL PARTIES SHALL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM TO THE EXTENT OF THEIR INTEREST.

#### **ARTICLE XVII Fees and Prices**

17.1 All fees, charges, and prices for services rendered and for food, beverages, merchandise and other goods sold by the User Group shall be approved by the County's Authorized Representative and shall be competitive with similar sources in the Gulf Coast Region. The User Group is granted the right, once said fees, charges, and prices are established, to increase same a percentage equal to but not greater than the average annual cost of living index increase for the Houston/Galveston SMSA as established by the U.S. Department of Labor. Any increase above this must be approved by the County's Authorized Representative.

17.2 The User Group is not granted the authority for allowing free food or services except as may be approved by the County's Authorized Representative.

#### **ARTICLE XVIII**

##### **Independent Contractor**

18.1 This Agreement is not a contract of employment. No relationship of employer and employee exists between the County and the User Group or between the County and any employee or agent of the User Group. The User Group shall at all times be deemed to be Independent Contractors operating under their designated organization. The User Group is not authorized to bind the County to any agreements or obligations. The County shall not be liable for any acts or omissions of the User Group, employees or agents thereof, in performing the duties prescribed herein.

#### **ARTICLE XIX**

##### **Non-Discrimination**

19.1 The User Group agrees that in the use and occupancy of the Complex, no discrimination of any kind shall be practiced by any party that is based upon a person's race, sex, color, religion, ancestry, national origin, disability, age, military status, or sexual orientation, whether in employment or in the provision of goods and services.

#### **ARTICLE XX**

##### **Access by Persons with Disabilities**

20.1 The User Group agrees to comply with the Americans with Disabilities Act and any other applicable federal or state law concerning accessibility by persons who may desire to access the Complex who are handicapped, disabled, or differently abled.

#### **ARTICLE XXI**

##### **Waiver of Default**

21.1 Any waiver of the County of any default or breach of this Agreement shall not be construed to be a continuing waiver of such default or breach, nor as a waiver of permission, express or implied, or any other or subsequent default or breach.

#### **ARTICLE XXII**

##### **General Clauses**

22.1 **Meaning of Words.** All references to the parties of this Agreement and all covenants, conditions, and agreements of this Agreement shall apply to and be binding upon the County and the User Group and their respective legal representatives, successors, and assigns (when assignment is made in accordance with the provisions hereof) as if they were in each case fully named and stated. In this Agreement, both County and the User Group are referred to in the singular, plural, and/or neuter gender. However, such words and all other terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular or plural) and any other gender (masculine, feminine, or neuter) as the sense of the writing herein may require number and gender.

22.2 **Notice.** Any notice required or permitted between the parties under this agreement must be

in writing and shall be delivered in person or mailed, return receipt requested, or may be transmitted by fax as follows:

Hon. Mark Henry, County Judge  
722 Moody Ave.  
County Courthouse, 2nd Floor  
Galveston, Texas 77550  
Fax: (409) 770-5560

with a copy to:

Julie Diaz  
Director  
Galveston County Parks Department  
4102 Main (FM 519)  
La Marque, Texas 77568  
Fax: (409) 621-7986

with a second copy to:

Robert Boemer  
Director  
Galveston County Legal Department  
722 Moody Ave.  
Galveston County Courthouse, 5<sup>th</sup> Floor  
Galveston, TX 77550  
Fax: (409) 770-5560

and to the User Group at:

Peninsula Sports Park, LLC  
POB 2145  
Crystal Beach, TX  
77650-2145

or at such other address as the User Group may from time to time designate by written notice to the County.

**22.3 Severability.** This Agreement is made under the applicable laws of the State of Texas, and if any term, clause, provision, part, or portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby and the invalid or illegal term, clause, provision, part, or portion shall be deleted and ignored as if the same had not been written.

**22.4 Amendments.** Any and all provisions and clauses in this Agreement may be amended or deleted by the County and the User Group only by mutual agreement, and any such change shall be in writing and attached to this Agreement as an addendum.

**22.5 Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this contract shall lie exclusively in Galveston County.

22.6 **Execution of Agreement.** This Agreement is executed to be effective as of the commencement date.

**Peninsula Sports Park, LLC**

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

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

**County of Galveston**

The County of Galveston, acting by and through Mark Henry, County Judge, pursuant to Order of the Commissioners Court of Galveston County, Texas, adopted on this date of execution hereby acknowledges that the foregoing Agreement has been submitted to it and that the Court has authorized its execution.

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

**Mark Henry  
County Judge**

Date: April 12, 2016

Attest: \_\_\_\_\_

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

**Dwight Sullivan  
County Clerk**

Date: April 12, 2016

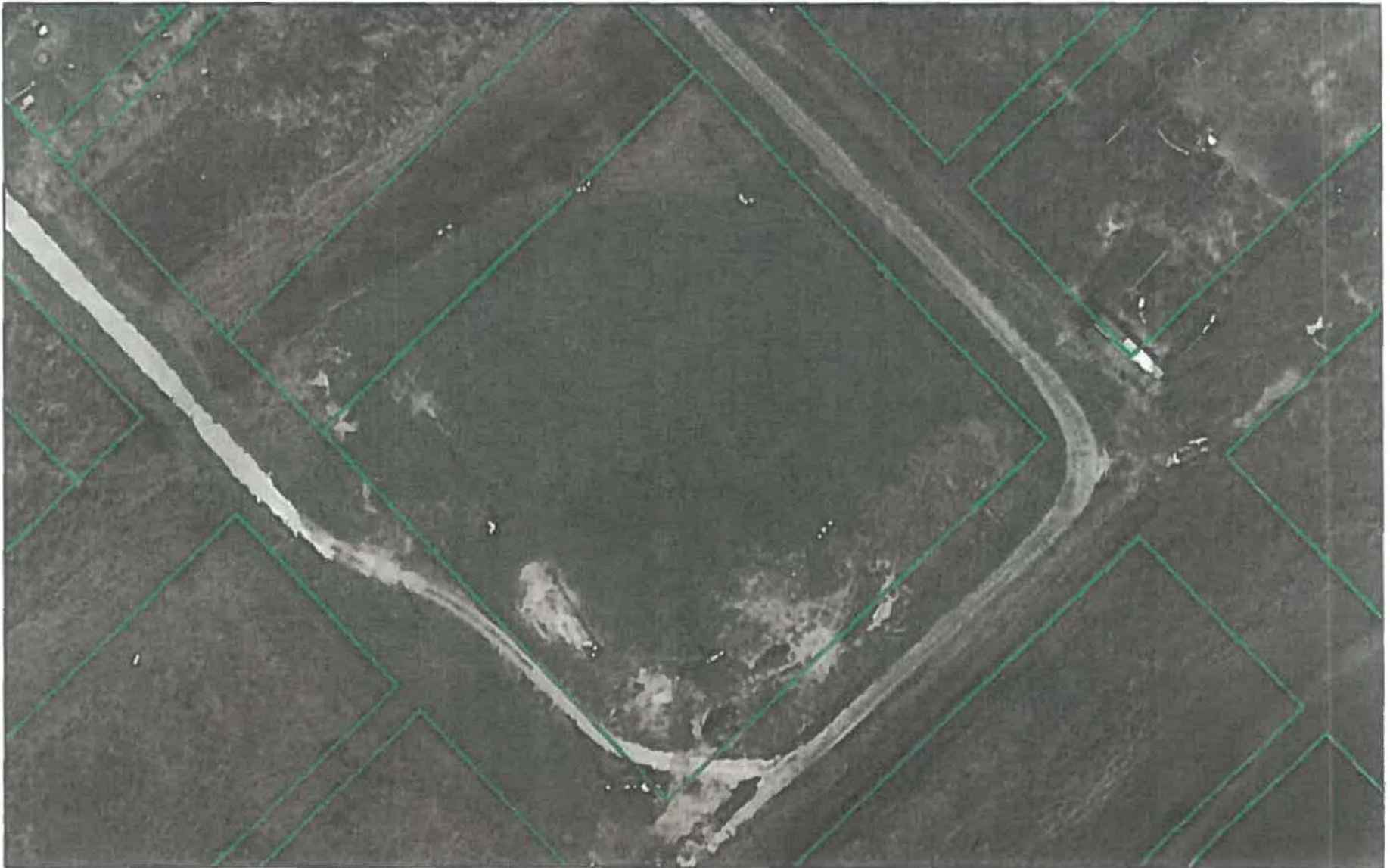
By: \_\_\_\_\_

**Julie Diaz  
Director  
Galveston County Parks & Cultural Services**

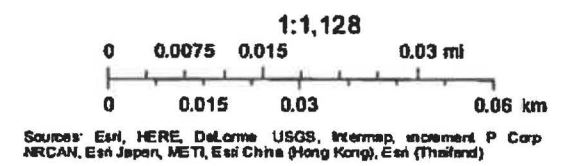
Date: 4/12/16



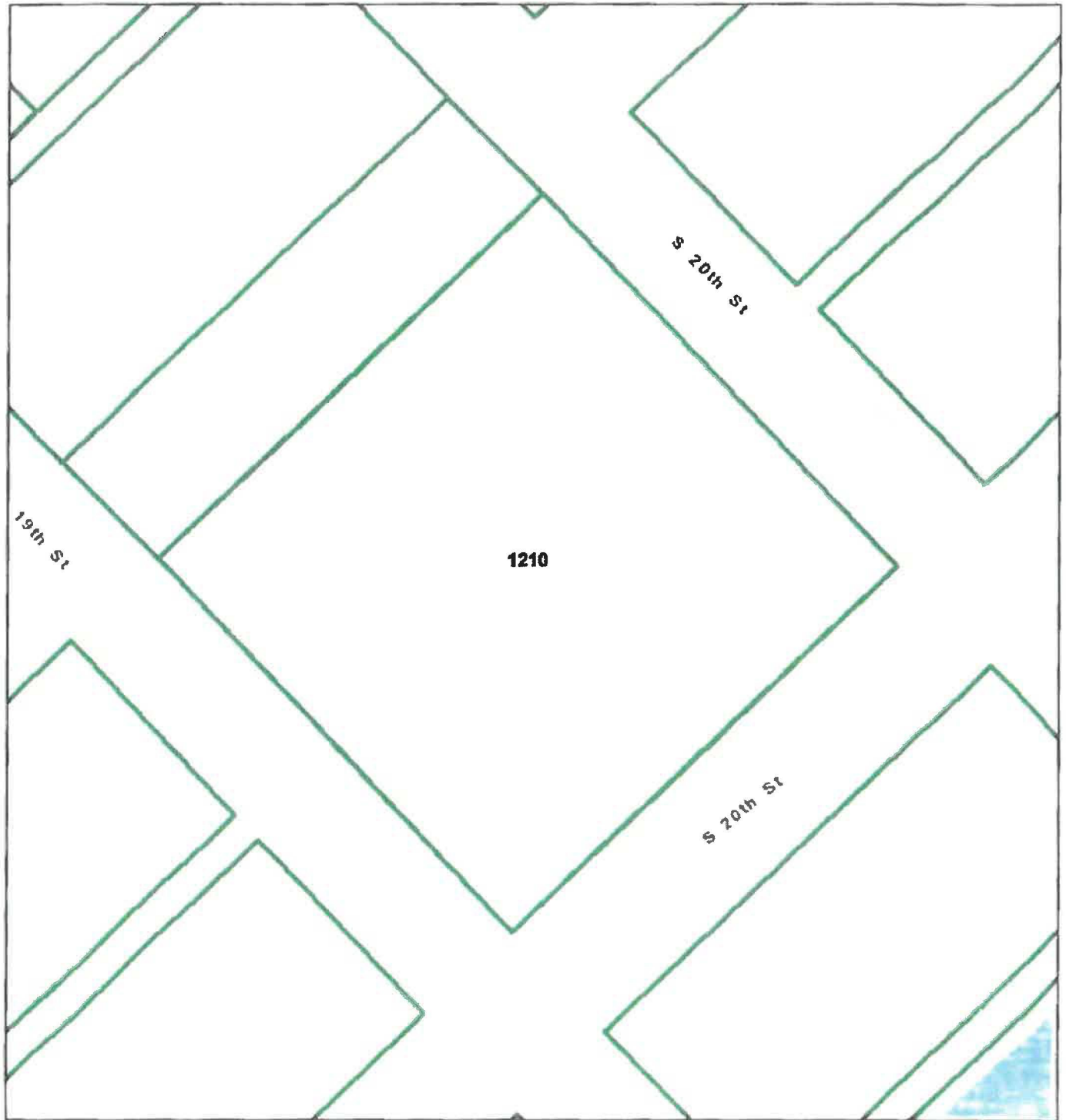
## 1210 19th Street



March 28, 2016

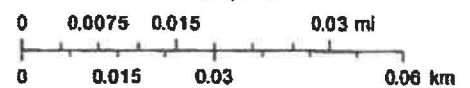


# 1210 19th Street



March 28, 2016

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