



COLLEGE OF THE MAINLAND FACILITIES USE AGREEMENT

(Version 9-17-2025)

This AGREEMENT ("Agreement") is entered by and between **College of the Mainland** ("College"), located at **1200 N. Amburn Rd, Texas City, Texas 77591** and the **City of League City** ("City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below. The College and the City shall collectively hereinafter be known as the "Parties".

WHEREAS, the City owns and operates certain facilities, including the League City Fire Department training field, which from time to time are available for use by College; and

WHEREAS, College desires to use those premises for the purposes herein contained.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and College agree as follows:

1. **Grant of Use:** The City hereby grants permission to the College to use the League City Fire Department training field ("Facility"), as described in and for the purposes set forth in **Exhibit A**, which is attached and incorporated herein.
 - 1.2 The Parties agree the Facility is provided "as is" and "with all faults", and City makes no representation or warranty of any kind, express or implied, with respect to the condition of Facility, including habitability, fitness, or suitability for a particular purpose. CITY HEREBY DISCLAIMS AND COLLEGE HEREBY WAIVES THE BENEFIT OF ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. COLLEGE ACKNOWLEDGES THAT NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE FACILITY OR THE SUITABILITY OF THE FACILITY FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING THE FACILITY, COLLEGE IS DEEMED TO HAVE ACCEPTED THE FACILITY AS SUITABLE FOR ITS PURPOSE.
 - 1.3 In the event the City is deemed to have furnished any fire protection services under this Agreement, College agrees and consents to assume responsibility of any civil liability under Section 791.006(a-1) of the Texas Government Code and such assumption of liability is intended to be different than liability otherwise assigned under Subsection (a) of 791.006.
 - 1.4 The Parties agree the time granted for the use of the Facility, including the installation or removal of equipment, shall not be extended without the permission of the Fire Chief or their designee, and all additional time shall be paid for according to the schedule of fees as established by city council.
2. **Inspection:** College understands and agrees that the lead instructor or their designee may enter upon the Facility at all reasonable times and make inspection in conformity with this Agreement.

3. **Term:** This Agreement shall commence on **August 26, 2025** and shall be for an Initial Term of 1 (one) year. Upon expiration of the Initial Term, this Agreement shall automatically renew annually for an additional 1 (one) year term until either party elects to terminate the Agreement in accordance with Section 4 of this Agreement.
4. **Termination:** This Agreement may be terminated by either party, without cause, upon 20 (twenty) calendar days written notice to the non-terminating party. In the event that City buildings, property, or Facility is destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this Agreement impractical or impossible, College shall be obligated to pay the required fee(s) only for the time of occupancy before the damage rendered it unusable. College hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this Agreement.
5. **Compensation:** College agrees to compensate the City in accordance with the current schedule of fees, as established and amended by city council. The current schedule of fees is incorporated as set forth in **Exhibit A** and shall remain fixed throughout the applicable annual term. In the event city council amends the schedule of fees during any such term, the revised fees shall take effect at the start of the next annual renewal period.

5.1 Payment by College shall be submitted quarterly based on its specific usage, and payment is to be accompanied with an itemized printout of dates and times of said usage.
- 6 **Insurance:** College is required during the Contract Term to maintain, at a minimum, the following insurance coverages: (a) General Liability insurance of \$300,000 per occurrence and \$500,000 aggregate; (b) Damage to Rented Premises of \$100,000 per occurrence; (c) Medical Expenses (any one person) of \$1,000; (d) Personal & Adv Injury of \$300,000; (e) Automobile Liability insurance of \$250,000 per occurrence and \$500,000 aggregate; and (f) Property Damage of \$100,000. College agrees to provide proof of insurance to the City and shall, on or before thirty (30) calendar days preceding the initial use of the Facility, furnish City with a Certificate of Insurance, naming the City as an additional insured thereunder. Governmental agencies and school districts may self-insure for the above amount(s).
- 7 **Independent Contractor:** College is an independent contractor and is not an employee, partner, joint venture, or agent of City. College understands and agrees that he/she will not be entitled to any benefits generally available to City employees. College shall be responsible for all expenses necessary to carry out this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
- 8 **Warranties and Representations:** College agrees to comply with all applicable laws, ordinances, and rules of the City, the State of Texas, and the United states and to pay all taxes imposed by law in connection with its use and occupancy. College warrants that it will occupy the Facility and conduct its activities in a manner that complies with all applicable provisions of the Americans with Disabilities Act ("ADA").
- 9 **Alteration, Decorations, and Damage:** College shall not injure, mar, or in any way deface the Facility, and shall not cause, or permit anything to be done whereby the premises of the Facility shall be in any manner injured, marred or defaced and will not drive, or permit to be driven, nails, hooks, tacks, or screws into any part and will not make or allow to be made any alteration of any kind therein. College agrees and understands that all faculty and students, of the College, are under the direct and complete supervision and control of the College. As such, College is liable for all damages resulting

from its utilization of the Facility. City assumes no responsibility for loss, theft, or damage of personal property of College or any of its participants, students, or guests.

- 10 **Equipment:** College agrees that it will not use any City equipment, tools or furnishings, located in or about the Facility, without written approval from the Fire Chief or their designee or as described in Exhibit A.
- 11 **Additional Users:** College understands and agrees that during the term of this Agreement other activities maybe held in other parts of the Facility which are not subject to this Agreement, and College shall conduct is activities so as not to interfere.
- 12 **Parking:** The City understands and agrees that existing parking facilities will be open to such traffic as is occasioned by the College's use of the Facility, but the College understands and agrees that the City need not hold such parking facilities for the exclusive use of such traffic.
- 13 **Violation and Removal from Facility:** If at any time the uses of the Facility by College violate this Agreement, any applicable ordinance or law of the City, County of Galveston, State of Texas, or United States, College shall either cease and desist from continuing such use or surrender the Facility forthwith upon demand of the City. The terms and conditions of this Agreement do not require the City to relinquish its control of its Facility and/or services to College. City retains the right to require College, or any of its participants, students, guests, or subcontractors, to leave the Facility, if City in its sole discretion feels that circumstances require it.
- 14 **Performance/Qualifications:** College agrees and represents that College has the personnel, experience, and knowledge necessary to qualify College for the particular duties to be performed under this Agreement at the Facility.
- 15 **INDEMNIFICATION AND WAIVER OF LIABILITY: CITY SHALL NOT BE LIABLE TO COLLEGE, OR TO ANY AGENT, EMPLOYEE, SERVANT, OR INVITEE OF COLLEGE, AND COLLEGE SHALL INDEMNIFY, DEFEND AND HOLD CITY HARMLESS FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, ACTIONS, AND COSTS (INCLUDING ATTORNEY'S FEES) ARISING FROM: ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OR NEGLIGENCE OF COLLEGE, IT'S AGENTS, EMPLOYEES, SERVANTS OR INVITEES; COLLEGE'S USE OF FACILITY UNDER THIS AGREEMENT OR THE CONDUCT OF COLLEGE'S BUSINESS TO BE PERFORMED UNDER THE TERMS OF THIS AGREEMENT.**
- 16 **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

- 17 **State and/or City Auditor:** College agrees to cooperate with the City Auditor, or their designee, in the conduct of the audit or investigation, including without limitation providing all records requested. If applicable, College will include this provision in all contracts with permitted subcontractors.
- 18 **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
- 19 **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and College to attempt to resolve any claim for breach of Agreement made by College that cannot be resolved in the ordinary course of business. The City shall examine College's claim and any counterclaim and negotiate with College in an effort to resolve such claims. The Parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by College, (ii) neither the issuance of this Agreement by City nor any other conduct, action or inaction of any representative of City relating to this Agreement constitutes or is intended to constitute a waiver of City's or the state's sovereign immunity to suit; and (iii) City has not waived its right to seek redress in the courts.
- 20 **Entire Agreement and Non-assignment:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement. College shall not assign or transfer this Facilities Use Agreement or sublet any portion thereof without the written consent of the city manager.
- 21 **Risk of Loss:** All activities performed, and property owned by College pursuant to the Agreement will be at College's exclusive risk and in the case of any loss or damage, bearing such loss or damage will be College's sole responsibility.
- 22 **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
- 23 **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City and College to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City or College except to the extent authorized by the laws and Constitution of the State of Texas.

- 24 **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. College warrants and represents that College has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
- 25 **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by College. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
- 26 **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement College verifies that College (1) does not boycott Israel and will not during the term of this Agreement per Section 2271.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement, as evidenced by their respective signature, on the date of execution set forth below.

(signature block on next page)

Executed on _____, *(date to be filled in by City Secretary)*

COLLEGE OF THE MAINLAND - "College"



Dr. Heather Rhodes, VP Academic Affairs

CITY OF LEAGUE CITY – "City"

Jeff Allen, Fire Chief

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Agreement

(There are 2 pages for Exhibit A, including this page)

Agreement for Use of City of League City Fire Department Training Field

This is an Agreement to allow the College of the Mainland ("College") to use the League City Fire Department training field to conduct fire training courses as needed and as they are available. This Agreement is set with the following conditions:

Compensation: College will pay the City of League City in accordance with Section 5 and 5.1 of this Agreement.

College will compensate The City of League City for any fuels used for live fire burns following the fee schedule as currently set by city council and will compensate for any damages caused by College activities during this Agreement.

College will schedule use of the fire training field by contacting our Fire Chief or their designee with the City of League City Fire Department to determine the availability of the training field.

When using the League City Fire Department training field, College will operate in the safest manner possible including compliance with applicable National Fire Protection Association (NFPA) Standards such as NFPA 1403, 1404, The Texas Commission on Fire Protection (TCFP) and any other applicable standards or laws.

The fire training field will be properly secured after every use by the lead fire instructor or their designee for College and any damages will be reported to the League City Fire Department Fire Chief or their designee before leaving.

No doors to the training classroom building will be propped open for any reason. College will be responsible for any visitors, or guests that are not students on the field. College will be responsible for safe personal protective equipment including bunker clothing and breathing air SCBA per NFPA and TCFP standards.

Use of the breathing air compressor and/or cascade system will only be allowed by trained personnel that have been checked off and approved by the League City Fire Department.

College will provide storage for their equipment.



League City Fire Department Fire Training Facility Fee Schedule

Area	Full Day	Half Day
Multi-Story Building (Live Fire Training)	\$600	\$300
Multi-Story Building (NO Live Fire Training) *	\$300	\$150
Training Center (Classroom)	\$200	\$100
Confined Space Prop	\$200	\$100
Vehicle Fire Prop - (Fuel Usage)**	\$7.00 per gallon	
Water Practice (Fire Hydrant Usage)***	\$200	\$100
Drill Field Use Only (NO Props)	\$150	\$75
Per Student Daily Fee	\$10	\$6
Field Maintenance (All Users)	\$125	\$75

*Non-live fire training in burn building or use of drill tower

**Beginning meter reading and ending meter reading shall be reported to the Department Quartermaster each time it is used.

***Gallons used shall be reported to the Department Quartermaster each day they are used.