

## **AMENDING AGREEMENT**

**THIS AMENDING AGREEMENT** dated March 3, 2025

**BETWEEN:**

Tomball Little League

-AND-

The City of Tomball

### **Background**

1. Tomball Little League (“Licensee”) and the City of Tomball (“Licensor”) entered into a License Agreement (the “Agreement”) dated March 2, 2020, for the maintenance and operation of the baseball fields and facilities at Wayne Stovall Sports Complex.
2. The Parties desired to amend the Contract on the terms and conditions set forth in this Amending Agreement (the “Agreement”).
3. This Agreement is the first amendment to the Agreement.
4. References in this Amending Agreement are reflected in the Amendment as attached in Exhibit A.

**IN CONSIDERATION OF** the Parties agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

### **Amendments**

The Agreement is amended as follows:

1. The Amending Agreement will extend the term of the Agreement five (5) years beginning March 3, 2025, and expiring March 2, 2030.
2. Removes the following language from 2(a):  
“It is the responsibility of the Tomball Little League to initiate any and all upward modifications to the utility reimbursement sum for changes in the Consumer Price Index (CPI). The City will consider a modification no more than once per year during the term of the Agreement Year. Tomball Little League shall submit a request for a CPI adjustment to the utilities reimbursement sum by June 1<sup>st</sup> of each year. Tomball Little League must receive approval from the City for the increase, which approval shall not be unreasonably held.”

Tomball Little League's request for an adjustment in utilities reimbursement sum for the CPI shall be calculated as follows:

- i. Tomball Little League shall first calculate the percentage of change in the Consumer Price Index, Houston, Texas; All Items Less Energy, Base Period 1982-84=100, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") between the published final June CPI index of then current year and the published final June CPI index of the immediately preceding year (the "CPI Component");
- ii. The CPI Component multiplied by the then current utilities reimbursement sum to determine the adjustment commencing October 1 of the current Agreement Year, such adjustment shall not exceed five percent (5%) in any given year, nor shall the adjustment be adjusted downward from the then current rate(s) in place. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%).

#### **No Other Changes**

Except as otherwise expressly provided in this Agreement, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

#### **Governing Law**

Subject to the terms of the Agreement, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be constructed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on the \_\_\_\_ February, 2025.

\_\_\_\_\_  
Witness: \_\_\_\_\_

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

\_\_\_\_\_  
Signed: Jeanne Foster, President

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

\_\_\_\_\_  
Attest: Tracylynn Garcia, City Secretary

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

\_\_\_\_\_  
Signed: David Esquivel, City Manager

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

# EXHIBIT A

LICENSE AGREEMENT  
BETWEEN  
THE  
CITY OF TOMBALL  
AND  
TOMBALL LITTLE LEAGUE

STATE OF TEXAS           §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS       §

THIS LICENSE AGREEMENT is entered into on the date as hereinafter written above the signatures and is effective on the 2nd day of March, 2020, between the CITY OF TOMBALL, TEXAS herein called "Licensor", and TOMBALL LITTLE LEAGUE, an organization existing and operating pursuant to a constitution issued by Little League International, herein called "Licensee." Licensee is permitted to occupy and use for the playing of Little League baseball and for no other use without express written permission from the Licensor, the following real estate located in the City of Tomball, State of Texas, which real estate is that particular area which is commonly known as the Wayne Stovall Sports Complex, and the area around Wayne Stovall Sports Complex necessary for Licensee to operate said fields for the playing of Little League baseball (Exhibit A).

TERM

The primary term of this License Agreement shall be for a period of sixty (60) months, commencing from the effective date of this License Agreement as heretofore set forth. Either party may cancel this License Agreement by giving notice of cancellation to the other party, which cancellation shall take effect thirty (30) days after the date of the notice. **The City of Tomball and Tomball Little League further agree that this License Agreement shall terminate immediately, without the need for any form of notice from either party, upon the cancellation or the failure by Tomball Little League to obtain or maintain liability insurance as required by this License Agreement.**

EQUIPMENT

It is the agreement of the Licensor and Licensee facilities that the Licensee shall provide all equipment necessary to operate said Wayne Stovall Sports Complex. Licensee shall provide lights, poles, fences, concession stands, parking facilities, baseball diamonds, and all other facilities which are necessary for the operation of said fields. No major modifications may be made to building or additions of fixed structures without City of Tomball approval.

LICENSE PAYMENTS

The license payments to be paid by the Licensee under the terms and conditions of this License Agreement, shall be the performance of the covenants and conditions set forth herein.

In consideration for this License Agreement, the Licensee agrees to perform the following services and to accept the following obligations during the term of this License Agreement:

1. The Tomball Little League shall perform necessary maintenance on the fields that is commiserate with the demands of the operations of the fields and that is necessary in order to keep the fields in good condition and operating for the purpose for which they were intended. Maintenance shall include the responsibility for maintaining in good working condition all of the facilities currently located at the Wayne Stovall Sports Complex and to be added thereto. This shall also include mowing the fields and the contiguous ditches during the off season, repairing and replacing lights.
2. Utilities:
  - a. The City of Tomball will pay up to a total each year of \$25,000.00 toward all of the City utilities used at the Wayne Stovall Sports Complex. This \$25,000.00 shall be paid towards the water, sewer and trash. The year referred to is the fiscal year of the City of Tomball, from October 1 of each year through September 30 of the following year. All of the utilities shall be placed in the name of the City of Tomball; the City of Tomball will then bill the Tomball Little League for any excess usage. The billing will be done at the end of each fiscal year and the payment is due from the Tomball Little League to the City of Tomball within 90 days of the end of the fiscal year.

It is the responsibility of the Tomball Little League to initiate any and all upward modifications to the utility reimbursement sum for changes in the Consumer Price Index (CPI). The City will consider a modification no more than once per year during the term of the Agreement, during the month of October of each Agreement Year. Tomball Little League shall submit a request for a CPI adjustment to the utilities reimbursement sum by June 1<sup>st</sup> of each year. Tomball Little League must receive approval from the City for the increase, which approval shall not be unreasonably withheld.

Tomball Little League's request for an adjustment in utilities reimbursement sum for the CPI shall be calculated as follows:

- i. Tomball Little League shall first calculate the percentage of change in the Consumer Price Index, Houston, Texas; All Items Less Energy; Base Period 1982-84=100, Not Seasonally Adjusted, published by the United States

Bureau of Labor Statistics, Consumer Price Index (the "CPI") between the published final June CPI index of the then current year and the published final June CPI index of the immediately preceding year (the "CPI Component");

- ii. The CPI Component multiplied by the then current utilities reimbursement sum to determine the adjustment commencing October 1 of the current Agreement Year, such adjustment shall not exceed five percent (5%) in any given year, nor shall the adjustment be adjusted downward from the then current rate(s) in place. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%).

- b. The Tomball Little League will be responsible to pay for all electricity used at the Wayne Stovall Sports Complex.

3. The Tomball Little League shall have the exclusive right to operate the fields in support of the Tomball Little League Program.

Licensee shall agree to abide by, and enforce during the term of this License Agreement, all rules and regulations of the Little League baseball association, both local and/or state, and/or national level.

#### AUTHORITY

Tomball Little League exists and operates pursuant to a constitution issued by Little League International. A true and correct copy of such constitution is attached hereto as Exhibit "B." Accordingly, Tomball Little League warrants and represents that it has the authority to enter into this License Agreement and that all approvals of the Board of Directors of Tomball Little League have been obtained.

#### INSPECTION

The City of Tomball shall have the right to inspect all facilities subject to the License Agreement on an annual basis upon reasonable notice to Tomball Little League.

#### MONTHLY REPORTS; EXAMINATION OF RECORDS

All contracts, paper, correspondence, copies, books, accounts and other information relating to operation of Little League programs on the property subject to this License Agreement shall be subject to inspection and examination by an authorized representative of the City of Tomball at all reasonable times. Additionally, Tomball Little League shall provide a complete accounting of all funds received and all funds disbursed to the City of Tomball on a monthly basis. This report shall be provided no later than the 15<sup>th</sup> day of the month and such report shall detail the activities of the previous month. Additionally, Tomball Little League shall

provide to the City a complete copy of the minutes of each meeting of the Tomball Little League's Board of Directors. The copy of these minutes shall be submitted to the City no later than ten (10) days after such meeting.

#### INSURANCE

The Licensee shall maintain insurance to cover its activities upon the premises and any and all of its occupants of said premises and name the City of Tomball as an additional insured. A copy of such insurance policy shall be provided to the City of Tomball. All insurance policies required herein shall also provide that such insurance shall not be canceled or materially changed without a minimum of thirty (30) days written notice to the City. In the event that Licensee is self-insured, the Licensee shall provide the City of Tomball the same proof of financial responsibility which is necessary to be provided to the State of Texas for someone who is self-insured in the State of Texas.

#### INDEMNIFICATION

**Tomball Little League agrees to indemnify, defend, protect, and hold harmless the City of Tomball, its officers, agents, representatives, and employees from and against any and all claims, losses, demands, and expenses, including costs of court and reasonable attorneys' fees on account of illness or injury to persons, including death, or loss of or damage to property which may in any way result from, grow out of, or arise in connection with the use of Wayne Stovall Sports Complex under this License Agreement where such injury, illness, death, loss or damage is caused, or alleged to have been caused, in whole or in part by the negligent act or omission or any willful wrongdoing of the Tomball Little League, its officers, directors, agents, representatives, or employees.**

#### TERMINATION

As heretofore set forth, either party hereto may terminate this License Agreement or all agreements contained herein, without cause, upon thirty (30) days' written notice to the other party hereto.

#### NOTICE

Any notice required or permitted to be given by the Licensor to the Licensee under this agreement must be given by certified or registered U.S. Mail, postage prepaid, return receipt requested, addressed to:

Licensor: City of Tomball  
City Manager  
401 Market Street,  
Tomball, Texas 77375

Licensee: Tomball Little League  
PO Box 1416  
Tomball, Texas 77375

Notices mailed as aforesaid shall be deemed given upon deposit in the U.S. Mail.

ENTIRE AGREEMENT

This License Agreement constitutes the sole and only agreement among the Licensor, Licensee and any agreements or representations respecting said Wayne Stovall Sports Complex and the License thereof not expressly set forth in this License Agreement are null and void.

ASSIGNMENT OF LICENSE AGREEMENT

This License Agreement shall not be assignable and shall not inure to the benefit of any others, other than the named Licensee herein.

LAW GOVERNING AGREEMENT


This agreement shall be governed by and construed in accordance with the laws of the State of Texas and any action on this agreement shall be in the courts of Harris County, Texas.

REPRESENTATION OF OWNERSHIP

The City of Tomball, as Licensor, is not claiming to have good and indefeasible title, but is in fact denying good and indefeasible title to the licensed premises. Licensor alleges that Licensor has the right to license said premises due to Licensor owning the majority interest in said premises and Licensor having acquired said premises in its entirety by a deed which was obtained through use and possession. In the event of a suit alleging ownership of said land in the form of a suit to quiet title or trespass to try title suit, then Licensor shall defend title to said premises. If Licensor does not prevail, then Licensor shall be relieved from any further obligation pursuant to this License Agreement.

WITNESS OUR HANDS, this 2nd Day of March, 2020.

LICENSEE:  
TOMBALL LITTLE LEAGUE

By:   
Title: Tomball Little League President

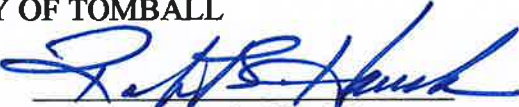
ATTEST:






By: Melissa Cardo  
Title: Secretary

LICENSOR:  
CITY OF TOMBALL

By:   
Robert S. Hauck, City Manager

ATTEST:

  
By: Doris Speer  
Title: City Secretary