

EXHIBIT B

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT FOR
 JOINT USE OF THE MISSOURI CITY MIDDLE SCHOOL GYMNASIUM
 BETWEEN FORT BEND COUNTY AND FORT BEND INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement for Joint Use (“Joint Use Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between the Fort Bend Independent School District, a body corporate and politic under the laws of the State of Texas, acting by and through its Board of Trustees and Superintendent, (“District”), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (“County”).

RECITALS

WHEREAS, as consideration for District’s conveyance of the athletic facility located on the campus of Missouri City Middle School, also referred to as the Cougar Gym (the “Facility”), District and County agreed to enter into an agreement for the joint use of the Facility to memorialize the County’s commitment to maintain, and accommodate District’s future use of the Facility; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the maintenance and operation of the Facility contemplated in this Agreement serve a County purpose; and

WHEREAS, the governing bodies of the District and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

AGREEMENT

Section 1. Incorporation of Recitals

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 2. County Obligations

INTERLOCAL AGREEMENT FOR
 JOINT USE OF THE MISSOURI CITY MIDDLE SCHOOL GYMNASIUM
 BETWEEN FORT BEND COUNTY AND FORT BEND INDEPENDENT SCHOOL DISTRICT

EXHIBIT B

2.1 County shall work with District to accommodate all requests by District for use of all or portions of the Facility for educational, athletic, recreational, and performing arts purposes.

2.2 In addition to the conveyance of the Facility to County, as additional consideration, District will pay to the County, without demand, at the office of the County Treasurer, Fort Bend County, Texas, an annual payment in the amount of one dollar (\$1.00).

2.3 The County shall be solely responsible for maintenance and repair of the Facility in good order, condition and repair.

Section 3. District Obligations

3.1 District shall use the Facility for educational, athletic, recreational, and performing arts purposes, as made available by the County, and for no other activity or event which is not sponsored by the District or not otherwise permitted the County.

3.2 District will at all times comply with any and all orders, regulations and policies, and amendments thereto, issued by the County for the purpose of maintaining an orderly and compatible use of the Facility by all parties involved, provided that such amendments shall not diminish the District's right to utilize the Facility as set forth herein.

3.3 Any District event or activity permitted under the terms of this Agreement to be conducted at the Facility shall be supervised by the District's personnel or designated representatives who shall be properly trained, adequate in number and who shall remain at the Facility during the course of the event or activity.

Section 4. Liability

The District and County are entitled to the immunities and defenses of the Texas Tort Claims Act, as well as applicable Texas and federal laws.

Section 5. Insurance Requirements

District agrees furnish County with insurance certificate(s) for each policy that is in effect as of the date of the Agreement for verification by the County Risk Management Department as to compliance with the insurance requirements of this Agreement. District shall carry Comprehensive General Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate (defense costs excluded from face amount of policy) for bodily injury and property damage, which coverage shall include independent contractors and contractual liability each at \$1,000,000 per occurrence. Coverages shall be written on per occurrence forms.

Section 6. Assignment

EXHIBIT B

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

Section 7. No Third Party Beneficiaries

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

Section 8. Notices

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County:	Fort Bend County Attn: Robert E. Hebert, County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Facilities Management and Planning Attn: James Knight, Director 301 Jackson Street Richmond, Texas 77469
District:	Fort Bend Independent School District Attn: Steve Bassett, Chief Financial Officer 16431 Lexington Boulevard Sugar Land, Texas 77479

Section 9. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

Section 10. Execution

This Agreement has been executed by the District and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party.

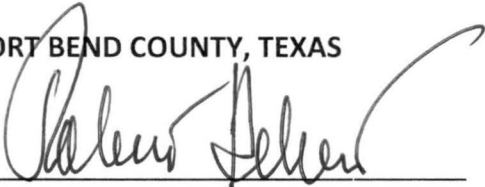
Section 11. Miscellaneous

EXHIBIT B

Each Party paying for the performance of governmental functions or services must make those payment from current revenues available to such paying Party.

This Agreement shall be governed by Texas law without regard to its conflicts of law principles.

FORT BEND COUNTY, TEXAS



Robert E. Hebert, County Judge

Date: 10-25-16

FORT BEND INDEPENDENT SCHOOL DISTRICT



Kristin T. Tassin, Board President

Date: October 17, 2016

ATTEST:



Laura Richard, County Clerk

ATTEST:



Addie Heyliger, Board Secretary

APPROVED:



James Knight, Director



I:\Marcus\Agreements\Facilities\FBISD Gym\LA - FBISD Gym Joint Use.Final.docx