

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

INTERLOCAL PROJECT AGREEMENT

This Interlocal Project Agreement (“Project Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, between Fort Bend County, Texas, (“County”) a body corporate and politic, acting by and through its Commissioners Court and the **City of Sugar Land, the City of Rosenberg, the City of Missouri City, and the City of Stafford** (“Cities) municipalities organized under state law, acting by and through their City Council(s).

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

I.
BASIC TERMS

This Project Agreement is entered into pursuant to the Primary Interlocal Agreement (“Primary Agreement”) previously agreed to by the parties. The terms of that Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word.

County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.

County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

Cities, by and through their City Council(s), hereby affirmatively finds that Cities are specifically authorized by law to individually and independently construct the Project on its own.

County and Cities agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

County and Cities affirmatively find that the performance of this Agreement is in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

Neither County nor Cities intends for any third party to obtain a right by virtue of this Agreement.

II.
PURPOSE

The purpose of this Project is for the Cities and County to jointly participate in a Mega Adoption Event, also known as "Hunting for Homes," of approximately 80 dogs and cats from County and Cities animal shelters, to be held on November 3, 2012, at the Fort Bend County Fairgrounds, hereinafter referred to as "the Project."

III.
TERM

The term of this Project Agreement will be from the date of execution by the last party hereto until the Project is complete.

IV.
PROJECT SPECIFICATIONS

County and Cities agree to provide the following dogs and cats for the Project:

Fort Bend County ("FBC")	15 dogs; 5 cats
FBC Canine Leadership Program	6 dogs/puppies
City of Sugar Land	25 dogs/puppies; 25 cats/kittens
City of Rosenberg	2 dogs/puppies; 2 cats/kittens
City of Stafford	1 dog
City of Missouri City	2 dogs

Cities and County agree to reduce/waive their usual and customary adoption fees for the Project, and to charge a flat fee of \$40 for each adopted animal and \$20 for a senior citizen's (age 60 & over) adoption of an animal.

Cities agree to allow County to keep all funds generated from the Project, including any and all monetary donations, in a special fund titled "Hunting for Homes," to be used for future joint Mega Adoption events. County shall not use any funds generated from the Project without providing notice to Cities and Cities consent to any expenditure.

Upon completion of the Project, but no later than 45 days after the completion, County shall furnish Cities with complete documentation and a full accounting of the expenses and revenue of the Project. Cities may review County's records regarding this Project by providing written notice to County.

V.
MISCELLANEOUS

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Fort Bend County:

Fort Bend County
301 Jackson, Suite 719
Richmond, Texas 77469
Attn: County Judge

If to Cities:

City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489

City of Rosenberg
P.O. Box 32
Rosenberg, Texas 77471
Attention: Mayor

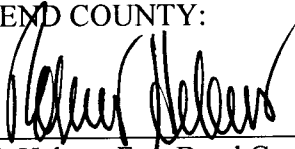
City of Stafford
2610 S. Main Street
Stafford, Texas 77477
Phone: 281-261-3921
Fax: 281-261-3939
Attention: Lawrence Vaccaro, Jr.

City of Sugar Land
2700 Town Center Blvd. N.
P.O. Box 110
Sugar Land, Texas 77487-0110
(281) 275-2218
(281)275-2771 fax
Attention: City Manager

VI.
EXECUTION

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

FORT BEND COUNTY:



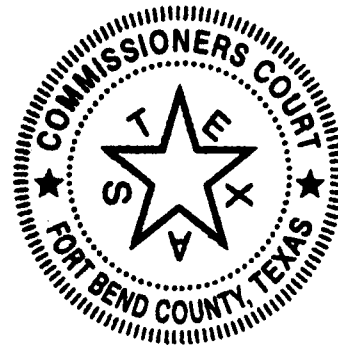
Robert E. Hebert, Fort Bend County Judge
Approved by Commissioners Court 10/23/2012
Attest:



Dianne Wilson, Fort Bend County Clerk


12-10-2012

Date



IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

CITY OF SUGAR LAND:



City Manager For AP

10 / 9 / 12

Date

Attest:


City Secretary

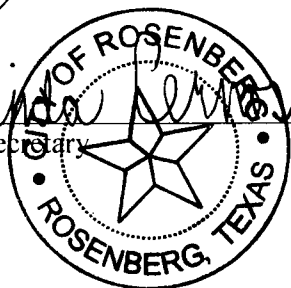
IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

CITY OF ROSENBERG:

Jack S. Hamlett
City Manager

11/8/12
Date

Attest:
Linda Serwick
City Secretary



IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

CITY OF MISSOURI CITY:



City Manager

October 15, 2012

Date

Attest:



City Secretary

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the dates indicated.

CITY OF STAFFORD:

Did not participate

City Manager

Date

Attest:

City Secretary